



# PENRYN FIRE PROTECTION DISTRICT

## NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

**Monday, March 20, 2023 Regular Meeting**

**Fire Station 38, 7206 Church Street, Penryn, CA 95663**

**This is an in-person meeting. The meeting is *also* available by teleconference.**

**To join the meeting dial in using your phone.**

United States: [+1 \(571\) 317-3122](tel:+15713173122) Access Code: 971-089-789

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact [glofrano@placerhillfire.org](mailto:glofrano@placerhillfire.org) at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

### **MEETING AGENDA @ 6:30 P.M.**

1. **CALL MEETING TO ORDER / ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES:** February 20, 2023 Meeting Minutes
5. **FINANCIAL REPORT & BILL APPROVAL**
6. **CORRESPONDENCE**
7. **PUBLIC COMMENT**

(The Penryn Fire Protection District Board of Directors has provided this period for members of the public to be given the opportunity to address the board on items of interest to the public, which are applicable to the district. No action may be taken on any matter, which is not already on the agenda for consideration. The reasonable time frame for public comment will be limited to three (3) minutes per person, unless specifically authorized otherwise by the Chair.)

8. **INFORMATIONAL / NON-ACTION ITEMS:**
  - A. Nevada County Professional Firefighters, Local 3800 Report
  - B. Fire Chief Monthly Report
  - C. Fire Marshal Monthly Report
  - D. Battalion Chief(s)
  - E. Director Committee Reports
    - 1) Personnel Committee
    - 2) Finance and Administrative Contract Oversight
    - 3) Ad hoc Committee for future cooperation with other fire departments
  - F. Board Discussion on the Capital Equipment Replacement plan
9. **ACTION ITEMS**
  - A. Consider and approve Resolution No. 2023-01 authorizing participation in the Fire Risk Management Services Joint Powers Authority.
  - B. Consider and approve Resolution No. 2023-02 establishing the Fire Recovery rates to be charged for the district's services.
  - C. Consider and approve a proposal for a 3-year agreement for providing Levy Administration Services for Measures A and C.
  - D. Consider and approve a proposal for a Development Impact Fee study.

- E. Consider and approve paying recurring monthly charges with the district's credit card.
- F. Call for Nominations for 3 expiring positions on the Board of Directors of the Fire Agencies Self Insurance System (FASIS)
- G. Closed Session: Pursuant to California Govt. Code § 54957.6(a) LABOR NEGOTIATIONS; Discussion of the memorandum of understanding with Local 3800, District negotiators: Hotaling and Hardesty:  
Reconvene and report any action taken in closed session.

**MEETING ADJOURNMENT**

**Next special meeting:** Tuesday, April 25, 2023 6:30 PM - 8:00 PM (PST)



# PENRYN FIRE PROTECTION DISTRICT

## BOARD OF DIRECTORS

## MEETING MINUTES

Chair Hotaling, Vice-Chair Hardesty, Secretary Mahoney, Directors Neifer and Shields

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### MINUTES OF THE REGULAR MEETING: February 20, 2023

1. **Call the meeting to order and Roll Call:** Chair Hotaling called the meeting to order at 6:30pm. Directors in attendance: Danielle Hardesty, Cheryl Hotaling, Susan Mahoney, Randy Neifer and Larry Shields.  
Staff in attendance: Fire Chief Ian Gow, Fire Marshal Mark D'Ambrogi, District Manager Gillian Lofrano and Battalion Chief Pat Nelson.
2. **Pledge of Allegiance:** Chair Hotaling led the Pledge of Allegiance.
3. **Approval of Agenda:** Director Neifer moved to approve the agenda as posted. Director Shields seconded the motion that passed unanimously.
4. **Approval of Minutes:** Director Neifer moved to approve the minutes for the regular meeting on January 16, 2023. Director Mahoney seconded the motion that passed unanimously.
5. **Financial Report & Bill Approval:** Director Mahoney reported that everything is on target. Director Neifer moved to approve the financial report and expenses. Director Shields seconded the motion that passed unanimously.
6. **Correspondence:** None
7. **Public Comment:** None
8. **Informational/Non-Action Items:**
  - A. **Nevada County Professional Firefighters, Local 3800 (Local 3800):** Captain Gordon presented a letter to the Board regarding the 457 plan.
  - B. **Fire Chief's Ian Gow Monthly Report:**
    1. The property across the street from the station has been sold.
    2. Three volunteers have resigned but we have 3 new applicants. Chief Gow is working on a standard operating guideline for the volunteer process.
    3. Staff has almost completed the information for the Municipal Services Review for LAFCO. Hopefully the report will be completed by June.
    4. Chief Gow, Presidents Hills and Kahrl met with Supervisor Landon. They discussed Placer Hills and Newcastle's reorganization and the inability of the fire districts to fully fund capital expenditures.
    5. Staff has cleaned out Newcastle's old fire station and it is ready for sale.
    6. Placer Hills has an applicant in backgrounds to fill the vacant Captain's position.
    7. Chair Hotaling shared that the dedication of Newcastle's new fire station was very nice.
    8. The data on the old hard drive was unrecoverable.
  - C. **Fire Marshal Mark D'Ambrogi's Monthly Report:**
    1. Fire code inspections: 3 single family dwellings, 1 tenant improvement, 2 propane lines and 1 cell tower.
    2. Penryn town homes have filed for an extension. A buyer is interested in turning the 3M building into an indoor sports center.

3. **Affordable Housing:** Difficult to calculate the loss of property tax revenues as there are no plans. There are 3 parcels. The proposal has 22 single family dwellings on the 10 acre parcel which would generate approximately \$5,300 annually in property tax revenues assuming a \$400,000 assessed value on each home. All new construction would be subject to the mitigation and annual assessment fees.

**D. Battalion Chief Pat Nelson's report:**

1. 64 calls for service last month. Gave mutual aid 8 times and received mutual aid 3 times. Chief Nelson complimented the staff that responded to a multi-casualty incident with 9 patients and 1 fatality.

**E. Director Committee Reports**

1. **Personnel Committee:** Meeting with the union before the next board meeting.
2. **Administrative Contract & Finance Oversight Committee:** Met regarding the capital facilities plan and met with staff regarding the volunteers and turnouts.
3. **Ad hoc committee for Future Cooperation with other Fire Departments:** On hold.

**F. Capital equipment replacement plan:** Director Mahoney discussed the apparatus replacement schedule which will be reviewed and updated annually.

**G. Fire Facilities Study and Impact Fee Schedule:** Staff will request proposals.

**9. Action Items**

- A. Consider and approve the updated Strategic Plan 2019-2024:** Director Mahoney moved to approve the updated plan. Director Neifer seconded the motion that passed unanimously.
- B. Consider and approve SCI Consulting Group's 3-year agreement for providing Levy Administration Services for Measures A and C:** Director Hardesty moved to request proposals from other companies. Director Neifer seconded the motion that passed unanimously.

**The meeting in April was move to Tuesday, April 25, 2023.**

**There being no further business, the meeting was adjourned.**

**Next Board Meeting: Monday, March 20, 2023 6:30 PM - 8:00 PM (PST)**

Respectfully submitted,



Gillian Lofrano, Recording Secretary

**Penryn Fire Protection District  
FY 2022-2023 through February 2023  
OPERATING FUND**

<b>ASSETS</b>		
Cash		1,041,455.52
Total Assets		1,041,455.52
 <b>LIABILITIES</b>		
Other payables		7,587.22
Payroll payables		30,376.92
Compensated Absences		-
Total Liabilities		37,964.14
 <b>FUND BALANCE</b>		
Beginning Balance		1,029,026.33
Revenues		760,151.48
Expenses		(785,686.43)
Ending Balance		1,003,491.38
Total Liabilities and Fund Balance		1,041,455.52

**Penryn Fire Protection District  
FY 2022-2023 through February 2023  
MITIGATION FUND**

<b>ASSETS</b>		
Cash		764,420.89
Total Assets		764,420.89
 <b>LIABILITIES</b>		
Payables		-
Total Liabilities		-
 <b>FUND BALANCE</b>		
Beginning Balance - Unrestricted		459,023.93
Beginning Balance - Capital		300,000.00
Revenues		56,617.06
Expenses		51,220.10
Ending Balance - Unrestricted		464,420.89
Ending Balance - Capital		300,000.00
Total Liabilities and Fund Balance		764,420.89

Trial Balance - Composite

Company: CO500 Penryn Fire  
 Ledger: Actuals  
 Time Period: Current Period  
 Period: FY2023 - Feb  
 Translation Currency: USD  
 Account Translation Rule Set: Placer Translation Rule Set  
 Worktags: Fund: FD32807 Penryn Fire  
 Perform Intercompany Eliminations: No  
 Perform Interworktag Eliminations: No

Ledger Account	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
10010:Cash in Treasury - Unrestricted	1,134,495.21	77,473.98	170,513.67	1,041,455.52
10099:Cash - Conversion	0.00	21,956.26	21,956.26	0.00
10120:Claim on Cash	0.00	0.00	0.00	0.00
10330:Investment Interest Receivable	0.00	0.00	0.00	0.00
10441:Due from Other Governments - External System	12,646.07	0.00	0.00	12,646.07
20020:Vouchers Payable	0.00	57,695.52	65,282.74	(7,587.22)
20030:Vouchers DD Payable	0.00	0.00	0.00	0.00
20180:Salaries & Benefits Payable	(23,132.49)	44,902.45	45,959.44	(24,189.48)
20240:Payroll Liabilities	(5,799.72)	0.00	387.72	(6,187.44)
20410:Deferred Inflows Related to Unavailability	(12,646.07)	0.00	0.00	(12,646.07)
20640:Compensated Leave Balance - Long-Term	0.00	0.00	0.00	0.00
30120:Unassigned Fund Balance	(615,295.03)	0.00	0.00	(615,295.03)
30121:Fiduciary Net Position	(413,731.30)	0.00	0.00	(413,731.30)
40010:Taxes - Current Secured Property	(297,226.01)	0.00	0.00	(297,226.01)
40020:Taxes - Property Tax Impounds	(51.51)	0.00	0.00	(51.51)
40040:Taxes - Railroad Unitary Property	(339.18)	0.00	0.00	(339.18)
40050:Taxes - Unitary and Op Non-Unitary Property	(6,395.49)	0.00	0.00	(6,395.49)
40060:Taxes - Current Unsecured Property	(11,436.34)	0.00	0.00	(11,436.34)
40100:Taxes - Current Supplemental Property	(9,226.33)	0.00	0.00	(9,226.33)
40110:Taxes - Delinquent Supplemental Property	(28.93)	0.00	0.00	(28.93)
40180:Other Taxes	(62,731.74)	0.00	0.00	(62,731.74)
42010:Investment Income	(7,237.01)	0.00	1,925.43	(9,162.44)
44350:State Homeowners Property Tax Relief	(1,592.09)	0.00	0.00	(1,592.09)
46030:Direct Charges	(249,608.16)	0.00	0.00	(249,608.16)
46070:Legal Services	(3,214.22)	0.00	0.00	(3,214.22)
46090:Planning and Engineering Services	(4,756.85)	0.00	2,125.00	(6,881.85)
46360:Other Fees and Charges	(63,186.67)	0.00	0.00	(63,186.67)
48030:Miscellaneous	(33,950.39)	0.00	5,120.13	(39,070.52)
51010:Salaries and Wages	233,823.87	34,803.78	0.00	268,627.65
51040:Overtime and Call Back	135,898.59	6,003.28	0.00	141,901.87
51110:Other Payroll	4,250.00	0.00	0.00	4,250.00
51210:Retirement	31,660.97	4,560.68	0.00	36,221.65
51220:Payroll Tax	7,464.77	591.70	0.00	8,056.47
51310:Employee Group Insurance	20,926.83	5,817.34	0.00	26,744.17
51360:Workers Comp Insurance	39,752.00	0.00	0.00	39,752.00
51370:Comp for Absence - Illness	24,591.72	0.00	0.00	24,591.72
52030:Clothing and Personal	5,162.07	0.00	0.00	5,162.07
52040:Communication Services Expense	2,725.26	193.08	0.00	2,918.34
52080:Insurance	0.00	8,366.00	0.00	8,366.00
52160:Maintenance	13,988.51	940.88	0.00	14,929.39
52170:Fuels & Lubricants	7,397.75	2,152.75	0.00	9,550.50
52180:Materials - Buildings & Improvements	634.95	0.00	0.00	634.95
52260:Misc Expense	339.00	0.00	0.00	339.00

Trial Balance - Composite

Ledger Account	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
52330:Other Supplies	12,360.97	2,962.38	0.00	15,323.35
52360:Professional and Special Services - General	104,370.53	44,008.75	0.00	148,379.28
52390:Professional and Special Services - County	7,767.34	0.00	0.00	7,767.34
52490:Special Contributions	(75.00)	0.00	0.00	(75.00)
52510:Commissioner's Fees	1,425.00	225.00	0.00	1,650.00
52580:Special Department Expense	13,101.96	500.00	0.00	13,601.96
52800:Utilities	6,815.57	116.56	0.00	6,932.13
53190:Taxes and Assessments	61.59	0.00	0.00	61.59
59998:Labor Hours Debit	14,789.50	1,536.00	0.00	16,325.50
59999:Labor Hours Credit	(14,789.50)	(1,536.00)	0.00	(16,325.50)
<b>Total</b>	<b>0.00</b>	<b>313,270.39</b>	<b>313,270.39</b>	<b>0.00</b>

Placer Special Districts Budget to Actuals

Company: CO500 Penryn Fire  
 Budget Structure: Special District Budget - Detail Level  
 Period: FY2023 - Feb  
 Time Period: Current Period YTD  
 Cost Center(s): CC81000 Penryn Fire District  
 Ignore Commitments: No  
 Fund(s): FD32807 Penryn Fire  
 Program: PG810000 Penryn Fire

Account Set	Budget	Commitments	Obligations	Actuals	Balance	Percentage of Budget
Total Revenue	(1,246,310.00)	0	0	(510,543.32)	(\$735,766.68)	40.96%
40010:Taxes - Current Secured Property	(540,303.00)	0	0	(297,226.01)	(\$243,076.99)	55.01%
40020:Taxes - Property Tax Impounds	0	0	0	(51.51)	\$51.51	0.00%
40040:Taxes - Railroad Unitary Property	(617.00)	0	0	(339.18)	(\$277.82)	54.97%
40050:Taxes - Unitary and Op Non-Unitary Property	(11,402.00)	0	0	(6,395.49)	(\$5,006.51)	56.09%
40060:Taxes - Current Unsecured Property	(11,574.00)	0	0	(11,436.34)	(\$137.66)	98.81%
40100:Taxes - Current Supplemental Property	(14,150.00)	0	0	(9,226.33)	(\$4,923.67)	65.20%
40110:Taxes - Delinquent Supplemental Property	0	0	0	(28.93)	\$28.93	0.00%
40180:Other Taxes	(112,209.00)	0	0	(62,731.74)	(\$49,477.26)	55.91%
42010:Investment Income	(5,000.00)	0	0	(9,162.44)	\$4,162.44	183.25%
44040:State Match	(1,884.00)	0	0	0	(\$1,884.00)	0.00%
44350:State Homeowners Property Tax Relief	(3,121.00)	0	0	(1,592.09)	(\$1,528.91)	51.01%
46030:Direct Charges	(449,050.00)	0	0	0	(\$449,050.00)	0.00%
46070:Legal Services	0	0	0	(3,214.22)	\$3,214.22	0.00%
46090:Planning and Engineering Services	(5,000.00)	0	0	(6,881.85)	\$1,881.85	137.64%
46360:Other Fees and Charges	(80,000.00)	0	0	(63,186.67)	(\$16,813.33)	78.98%
48030:Miscellaneous	(12,000.00)	0	0	(39,070.52)	\$27,070.52	325.59%
Total Expenses	1,203,074.00	0	0	781,160.27	\$421,913.73	64.93%
Total Capital Assets	0	0	0	0	0.00	0.00%
Total Expenses ( Non Capital Assets )	1,203,074.00	0	0	781,160.27	\$421,913.73	64.93%
51010:Salaries and Wages	479,000.00	0	0	268,627.65	\$210,372.35	56.08%
51040:Overtime and Call Back	170,000.00	0	0	141,901.87	\$28,098.13	83.47%
51110:Other Payroll	0	0	0	4,250.00	(\$4,250.00)	0.00%
51210:Retirement	61,200.00	0	0	36,221.65	\$24,978.35	59.19%
51220:Payroll Tax	19,795.00	0	0	8,056.47	\$11,738.53	40.70%



Placer Special Districts Budget to Actuals

10:26 PM

03/11/2023

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Account Set	Budget	Commitments	Obligations	Actuals	Balance	Percentage of Budget
51310:Employee Group Insurance	35,000.00	0	0	26,744.17	\$8,255.83	76.41%
51360:Workers Comp Insurance	77,600.00	0	0	39,752.00	\$37,848.00	51.23%
51370:Comp for Absence - Illness	0	0	0	24,591.72	(\$24,591.72)	0.00%
52030:Clothing and Personal	7,200.00	0	0	5,162.07	\$2,037.93	71.70%
52040:Communication Services Expense	4,500.00	0	0	2,918.34	\$1,581.66	64.85%
52080:Insurance	15,000.00	0	0	8,366.00	\$6,634.00	55.77%
52160:Maintenance	21,000.00	0	0	14,929.39	\$6,070.61	71.09%
52170:Fuels & Lubricants	20,000.00	0	0	9,550.50	\$10,449.50	47.75%
52180:Materials - Buildings & Improvements	5,000.00	0	0	634.95	\$4,365.05	12.70%
52240:Professional / Membership Dues	1,500.00	0	0	0	\$1,500.00	0.00%
52260:Misc Expense	2,500.00	0	0	339.00	\$2,161.00	13.56%
52320:Printing	500.00	0	0	0	\$500.00	0.00%
52330:Other Supplies	30,000.00	0	0	15,323.35	\$14,676.65	51.08%
52360:Professional and Special Services - General	192,519.00	0	0	143,897.02	\$48,621.98	74.74%
52370:Professional and Special Services - Legal	9,950.00	0	0	0	\$9,950.00	0.00%
52390:Professional and Special Services - County	19,250.00	0	0	7,767.34	\$11,482.66	40.35%
52490:Special Contributions	0	0	0	(75.00)	\$75.00	0.00%
52510:Commissioner's Fees	4,500.00	0	0	1,650.00	\$2,850.00	36.67%
52580:Special Department Expense	9,300.00	0	0	13,601.96	(\$4,301.96)	146.26%
52785:Training / Education	7,200.00	0	0	0	\$7,200.00	0.00%
52800:Utilities	10,500.00	0	0	6,932.13	\$3,567.87	66.02%
53190:Taxes and Assessments	60.00	0	0	17.69	\$42.31	29.48%
Facilities and Administration Cost Revenue and Expense	0	0	0	0	0.00	0.00%
42840:Facilities and Administration Cost Revenue	0	0	0	0	0.00	0.00%
52840:Facilities and Administrative Costs Expense	0	0	0	0	0.00	0.00%

Placer Income Statement

Company: CO500 Penryn Fire  
 Ledger: Actuals  
 Period: FY2023 - Feb  
 Translation Currency: USD  
 Account Translation Rule Set: Placer Translation Rule Set  
 Worktags: FD32807 Penryn Fire

	Current Period Actuals	YTD Actuals	Prior YTD Actuals	Variance	% Variance
		2023-02	2022-02		
<b>Income</b>					
Charges for Services	2,125	322,891	311,287	(309,162.25)	(99.3%)
Taxes	0	387,436	359,454	(359,454.23)	(100.0%)
Intergovernmental Revenue	0	1,592	1,626	(1,626.49)	(100.0%)
Licenses, Permits & Franchises	0	0	0	0.00	0.0%
Miscellaneous Revenues	5,120	39,071	417	4,703.22	1,128.1%
Revenue from Use of Money & Property	0	0	0	0.00	0.0%
Other Financing Sources	0	0	0	0.00	0.0%
Donations	0	0	0	0.00	0.0%
Fines, Forfeits & Penalties	0	0	0	0.00	0.0%
Non-Operating Revenue	1,925	9,162	1,020	905.72	88.8%
<b>Total Revenue</b>	<b>9,171</b>	<b>760,151</b>	<b>673,805</b>	<b>664,634.03</b>	<b>(98.6%)</b>
<b>Expenses</b>					
Salaries & Employee Benefits	51,777	550,146	448,186	(396,408.76)	(88.4%)
Services and Supplies	59,465	235,479	245,318	(185,852.14)	(75.8%)
Capital Asset Expenses	0	0	0	0.00	0.0%
Other Charges	0	62	60	(59.79)	(100.0%)
Capital Asset Transfer (Out)	0	0	0	0.00	0.0%
Other Financing Uses	0	0	0	0.00	0.0%
Imprest Cash Clearing Category	0	0	0	0.00	0.0%
Appropriation for Contingencies Category	0	0	0	0.00	0.0%
Cost Allocation Category	0	0	0	0.00	0.0%
<b>Total Operating Expenses</b>	<b>111,242</b>	<b>785,686</b>	<b>693,563</b>	<b>(582,320.69)</b>	<b>(84.0%)</b>
Intra Fund Transfers	0	0	0	0.00	0.0%
<b>Total Other Income/Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>102,072</b>	<b>25,535</b>	<b>19,758</b>	<b>82,313.34</b>	<b>416.6%</b>

Placer Special Districts Budget to Actuals

Company: CO500 Penryn Fire  
 Budget Structure: Special District Budget - Detail Level  
 Period: FY2023 - Feb  
 Time Period: Current Period YTD  
 Cost Center(s): CC81000 Penryn Fire District  
 Ignore Commitments: No  
 Fund(s): FD32807 Penryn Fire  
 Program: PG810002 Penryn Fire Measure A

Account Set	Budget	Commitments	Obligations	Actuals	Balance	Percentage of Budget
Total Revenue	0	0	0	(249,608.16)	\$249,608.16	0.00%
46030:Direct Charges	0	0	0	(249,608.16)	\$249,608.16	0.00%
Total Expenses	0	0	0	4,526.16	(\$4,526.16)	0.00%
Total Capital Assets	0	0	0	0	0.00	0.00%
Total Expenses ( Non Capital Assets )	0	0	0	4,526.16	(\$4,526.16)	0.00%
52360:Professional and Special Services - General	0	0	0	4,482.26	(\$4,482.26)	0.00%
53190:Taxes and Assessments	0	0	0	43.90	(\$43.90)	0.00%
Facilities and Administration Cost Revenue and Expense	0	0	0	0	0.00	0.00%
42840:Facilities and Administration Cost Revenue	0	0	0	0	0.00	0.00%
52840:Facilities and Administrative Costs Expense	0	0	0	0	0.00	0.00%

Placer SD Cash Sale Lines

Organization: Cost Center Hierarchy: Placer County Cost Centers  
 Payment Status: Approved  
 Fund: FD32807 Penryn Fire  
 On or After Date: 02/01/2023  
 On or Before Date: 02/28/2023  
 Extended Amount: 0

Cash Sale Line	Cash Sale Number	Payment Status	Customer	Customer Invoice Date	Line Description	Header Memo	Line Memo	Extended Amount	Revenue Category	Grant	Project	Program	Cost Center	Fund	Function	Program Mandate	Activity Based Costing	Other
CS097952 - 02/02/2023 - 4,296.46 - USD - - 2,921.46	CS097952	Approved	Cash Sale - 81 Penryn Fire District	02/02/2023		Penryn Fire	Foresthill Fire JOA 14337	2,921.46	RC3080 Miscellaneous Other Revenue (GL48030)			PG810000 Penryn Fire	CC81000 Penryn Fire District	FD32807 Penryn Fire	FN204 Fire Protection			
CS097952 - 02/02/2023 - 4,296.46 - USD - - 750.00	CS097952	Approved	Cash Sale - 81 Penryn Fire District	02/02/2023		Penryn Fire	Payne Property Management 1006	750.00	RC1890 Construction Inspection Fees (GL46090)			PG810000 Penryn Fire	CC81000 Penryn Fire District	FD32807 Penryn Fire	FN204 Fire Protection			
CS097952 - 02/02/2023 - 4,296.46 - USD - - 625.00	CS097952	Approved	Cash Sale - 81 Penryn Fire District	02/02/2023		Penryn Fire	Payne Property Management 1007	625.00	RC1890 Construction Inspection Fees (GL46090)			PG810000 Penryn Fire	CC81000 Penryn Fire District	FD32807 Penryn Fire	FN204 Fire Protection			
<b>CS097952 Total</b>								<b>4,296.46</b>										
CS098281 - 02/07/2023 - 750.00 - USD - - 750.00	CS098281	Approved	Cash Sale - 81 Penryn Fire District	02/07/2023		Penryn Fire	Sense BLD23-00280	750.00	RC1890 Construction Inspection Fees (GL46090)			PG810000 Penryn Fire	CC81000 Penryn Fire District	FD32807 Penryn Fire	FN204 Fire Protection			
<b>CS098281 Total</b>								<b>750.00</b>										
CS098810 - 02/16/2023 - 2,198.67 - USD - - 2,198.67	CS098810	Approved	Cash Sale - 81 Penryn Fire District	02/16/2023		Penryn Fire	Newcastle Fire JOA Q4 2022	2,198.67	RC3080 Miscellaneous Other Revenue (GL48030)			PG810000 Penryn Fire	CC81000 Penryn Fire District	FD32807 Penryn Fire	FN204 Fire Protection			
<b>CS098810 Total</b>								<b>2,198.67</b>										

Trial Balance - Composite

Company: CO500 Penryn Fire  
 Ledger: Actuals  
 Time Period: Current Period  
 Period: FY2023 - Feb  
 Translation Currency: USD  
 Account Translation Rule Set: Placer Translation Rule Set  
 Worktags: Fund: FD32808 Penryn Fire Development Fees  
 Perform Intercompany Eliminations: No  
 Perform Interworktag Eliminations: No

Ledger Account	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
10010:Cash in Treasury - Unrestricted	750,034.05	52,541.29	51,220.10	751,355.24
10030:Cash in Bank	13,065.65	0.00	0.00	13,065.65
10099:Cash - Conversion	0.00	51,220.10	51,220.10	0.00
10120:Claim on Cash	0.00	0.00	0.00	0.00
10330:Investment Interest Receivable	0.00	0.00	0.00	0.00
20020:Vouchers Payable	0.00	0.00	0.00	0.00
30120:Unassigned Fund Balance	(243,130.08)	0.00	0.00	(243,130.08)
30121:Fiduciary Net Position	(215,893.85)	0.00	0.00	(215,893.85)
30210:Assigned Fund Balance	(300,000.00)	0.00	0.00	(300,000.00)
42010:Investment Income	(5,844.22)	0.00	1,321.19	(7,165.41)
46440:Mitigation Fees	(45,774.69)	0.00	0.00	(45,774.69)
48030:Miscellaneous	(3,676.96)	0.00	0.00	(3,676.96)
53040:Lease Purchase Principal	31,231.43	0.00	0.00	31,231.43
53080:Lease Purchase Interest	19,988.67	0.00	0.00	19,988.67
<b>Total</b>	<b>0.00</b>	<b>103,761.39</b>	<b>103,761.39</b>	<b>0.00</b>

Placer Special Districts Budget to Actuals

Company: CO500 Penryn Fire  
 Budget Structure: Special District Budget - Detail Level  
 Period: FY2023 - Feb  
 Time Period: Current Period YTD  
 Cost Center(s): CC81001 Penryn Fire District Development Fees  
 Ignore Commitments: No  
 Fund(s): FD32808 Penryn Fire Development Fees  
 Program: PG810001 Penryn Fire Development Fees

Account Set	Budget	Commitments	Obligations	Actuals	Balance	Percentage of Budget
Total Revenue	(51,221.00)	0	0	(56,617.06)	\$5,396.06	110.53%
42010:Investment Income	(3,000.00)	0	0	(7,165.41)	\$4,165.41	238.85%
46440:Mitigation Fees	(38,221.00)	0	0	(45,774.69)	\$7,553.69	119.76%
48030:Miscellaneous	(10,000.00)	0	0	(3,676.96)	(\$6,323.04)	36.77%
Total Expenses	51,221.00	0	0	51,220.10	\$0.90	100.00%
Total Capital Assets	0	0	0	0	0.00	0.00%
Total Expenses ( Non Capital Assets )	51,221.00	0	0	51,220.10	\$0.90	100.00%
53040:Lease Purchase Principal	29,858.00	0	0	31,231.43	(\$1,373.43)	104.60%
53080:Lease Purchase Interest	21,363.00	0	0	19,988.67	\$1,374.33	93.57%
Facilities and Administration Cost Revenue and Expense	0	0	0	0	0.00	0.00%
42840:Facilities and Administration Cost Revenue	0	0	0	0	0.00	0.00%
52840:Facilities and Administrative Costs Expense	0	0	0	0	0.00	0.00%

Placer Income Statement

Company: CO500 Penryn Fire  
 Ledger: Actuals  
 Period: FY2023 - Feb  
 Translation Currency: USD  
 Account Translation Rule Set: Placer Translation Rule Set  
 Worktags: FD32808 Penryn Fire Development Fees

	Current Period Actuals	YTD Actuals	Prior YTD Actuals	Variance	% Variance
		2023-02	2022-02		
<b>Income</b>					
Charges for Services	0	45,775	351,697	(351,697.28)	(100.0%)
Taxes	0	0	0	0.00	0.0%
Intergovernmental Revenue	0	0	0	0.00	0.0%
Licenses, Permits & Franchises	0	0	0	0.00	0.0%
Miscellaneous Revenues	0	3,677	(160,798)	160,797.60	(100.0%)
Revenue from Use of Money & Property	0	0	0	0.00	0.0%
Other Financing Sources	0	0	0	0.00	0.0%
Donations	0	0	0	0.00	0.0%
Fines, Forfeits & Penalties	0	0	0	0.00	0.0%
Non-Operating Revenue	1,321	7,165	886	435.30	49.1%
<b>Total Revenue</b>	<b>1,321</b>	<b>56,617</b>	<b>191,786</b>	<b>190,464.38</b>	<b>(99.3%)</b>
<b>Expenses</b>					
Salaries & Employee Benefits	0	0	0	0.00	0.0%
Services and Supplies	0	0	0	0.00	0.0%
Capital Asset Expenses	0	0	73,220	(73,220.10)	(100.0%)
Other Charges	0	51,220	0	0.00	0.0%
Capital Asset Transfer (Out)	0	0	0	0.00	0.0%
Other Financing Uses	0	0	0	0.00	0.0%
Imprest Cash Clearing Category	0	0	0	0.00	0.0%
Appropriation for Contingencies Category	0	0	0	0.00	0.0%
Cost Allocation Category	0	0	0	0.00	0.0%
<b>Total Operating Expenses</b>	<b>0</b>	<b>51,220</b>	<b>73,220</b>	<b>(73,220.10)</b>	<b>(100.0%)</b>
Intra Fund Transfers	0	0	0	0.00	0.0%
<b>Total Other Income/Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>(1,321)</b>	<b>(5,397)</b>	<b>(118,565)</b>	<b>117,244.28</b>	<b>(98.9%)</b>

**Penryn Fire District General Operating  
Check Detail  
February 18 through March 17, 2023**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
	<b>02/24/2023</b>	<b>Danielle Hardesty</b>	<b>General Operating Funds</b>	
2/20/23	02/24/2023		52580 Commision Reimburse...	-75.00
TOTAL				-75.00
	<b>03/07/2023</b>	<b>24-7 Fire Protection</b>	<b>General Operating Funds</b>	
16830	03/07/2023		52330 Supplies-Equipment	-70.00
TOTAL				-70.00
	<b>03/07/2023</b>	<b>AT&amp;T Inc.</b>	<b>General Operating Funds</b>	
19473...	02/24/2023		52040 Communication Services	-96.41
TOTAL				-96.41
	<b>03/07/2023</b>	<b>AT&amp;T Mobility</b>	<b>General Operating Funds</b>	
2042023	03/07/2023		52040 Communication Services	-160.96
TOTAL				-160.96
	<b>03/07/2023</b>	<b>Dawson Oil Co.</b>	<b>General Operating Funds</b>	
627299	02/24/2023		52170 Fuel	-1,115.16
TOTAL				-1,115.16
	<b>03/07/2023</b>	<b>Evan Diggs</b>	<b>General Operating Funds</b>	
3012023	03/07/2023		52580 Strike Team Expense	-2,876.04
TOTAL				-2,876.04
	<b>03/07/2023</b>	<b>Fire Apparatus Soluti...</b>	<b>General Operating Funds</b>	
23148	03/07/2023		B38	-941.04
TOTAL				-941.04
	<b>03/07/2023</b>	<b>Inland Business Syst...</b>	<b>General Operating Funds</b>	
3234790	03/07/2023		52330 Office Supplies	-35.38
TOTAL				-35.38
	<b>03/07/2023</b>	<b>Kaiser Foundation He...</b>	<b>General Operating Funds</b>	
51478...	03/07/2023		51310 Employee Group Insurance	-2,908.67
TOTAL				-2,908.67
	<b>03/07/2023</b>	<b>Larry Shields</b>	<b>General Operating Funds</b>	
22020...	03/07/2023		52580 Commision Reimburse...	-75.00
TOTAL				-75.00



**Penryn Fire District General Operating  
Check Detail  
February 18 through March 17, 2023**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
	03/07/2023	Loomis Ace Hardware	General Operating Funds	
3310/1	02/24/2023		52330 Supplies-Equipment	-18.28
TOTAL				-18.28
	03/07/2023	Placer County Clerk-...	General Operating Funds	
CI21877	02/24/2023		52580 Precinct Elections	-500.00
TOTAL				-500.00
	03/07/2023	Placer County Water ...	General Operating Funds	
3022023	03/07/2023		52800 Utilities	-118.29
TOTAL				-118.29
	03/07/2023	Placer Hills Fire Distri...	General Operating Funds	
38123	02/24/2023		E-38	-914.50
TOTAL				-914.50
	03/07/2023	Randy Neifer	General Operating Funds	
22202...	02/27/2023		52580 Commision Reimburse...	-75.00
TOTAL				-75.00
	03/07/2023	Sean Kaufman	General Operating Funds	
30122...	03/07/2023		52580 Strike Team Expense	-479.34
TOTAL				-479.34
	03/07/2023	Stryker Sales LLC	General Operating Funds	
40458...	02/24/2023		52330 Supplies-Equipment	-1,863.29
TOTAL				-1,863.29
	03/07/2023	Susan Mahoney	General Operating Funds	
22020...	02/27/2023		52580 Commision Reimburse...	-75.00
TOTAL				-75.00
	03/07/2023	US Bank	General Operating Funds	
2923	02/24/2023		52785 Training	-52.15
			52170 Fuel	-125.00
			52330 Supplies-Equipment	-632.09
TOTAL				-809.24
	03/07/2023	Wavedivision	General Operating Funds	
9976	02/24/2023		52040 Communication Services	-96.67
TOTAL				-96.67

**Penryn Fire District General Operating  
Check Detail  
February 18 through March 17, 2023**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
	<b>03/07/2023</b>	<b>Zachary Bennett</b>	<b>General Operating Funds</b>	
30120...	03/07/2023		52580 Strike Team Expense	-1,438.02
TOTAL				-1,438.02
	<b>03/15/2023</b>	<b>Antelope Hill Pest Co...</b>	<b>General Operating Funds</b>	
16050	03/15/2023		52260 Miscellaneous	-113.00
TOTAL				-113.00
	<b>03/15/2023</b>	<b>AT&amp;T Mobility</b>	<b>General Operating Funds</b>	
3042023	03/15/2023		52040 Communication Services	-160.96
TOTAL				-160.96
	<b>03/15/2023</b>	<b>Columbia Communic...</b>	<b>General Operating Funds</b>	
94418	03/15/2023		52040 Communication Services	-5,361.02
TOTAL				-5,361.02
	<b>03/15/2023</b>	<b>Larry Shields</b>	<b>General Operating Funds</b>	
Dec -J...	03/15/2023		52580 Commision Reimburse...	-150.00
TOTAL				-150.00
	<b>03/15/2023</b>	<b>Riverview International</b>	<b>General Operating Funds</b>	
304263	03/15/2023		B38	-1,731.39
TOTAL				-1,731.39
	<b>03/16/2023</b>	<b>Inland Business Syst...</b>	<b>General Operating Funds</b>	
3295960	03/16/2023		52330 Office Supplies	-35.38
TOTAL				-35.38
	<b>03/16/2023</b>	<b>Life Assist Inc.</b>	<b>General Operating Funds</b>	
1297672	03/16/2023		52330 Supplies-Equipment	-68.36
TOTAL				-68.36
	<b>03/16/2023</b>	<b>Pacific Gas &amp; Electric</b>	<b>General Operating Funds</b>	
2142023	03/16/2023		52800 Utilities	-748.98
TOTAL				-748.98
	<b>03/16/2023</b>	<b>South Placer MUD</b>	<b>General Operating Funds</b>	
3012023	03/16/2023		52800 Utilities	-116.64
TOTAL				-116.64

**Penryn Fire District General Operating  
Check Detail  
February 18 through March 17, 2023**

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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
	<b>03/16/2023</b>	<b>Stryker Sales LLC</b>	<b>General Operating Funds</b>	
4067733	03/16/2023		54450 Equipment	-17,012.82
TOTAL				-17,012.82
	<b>03/16/2023</b>	<b>Wavedivision</b>	<b>General Operating Funds</b>	
10036	03/16/2023		52040 Communication Services	-96.67
TOTAL				-96.67

PENRYN JOA STAFFING FISCAL YEAR 2022-2023

**NEWCASTLE JULY - SEPT 2022**

Last Name	Assignment	Start Date	End Date	Length	Hrly rate	Payrate	Subtotal	Taxes	WC	Total
Garrison	Engine 41	09/13/2022 08:00	09/14/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Garrison	Engine 41	09/14/2022 08:00	09/15/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Hodsdon	Engine 41	08/29/2022 08:00	08/30/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Paid 12/14/2022										2,732.51

**NEWCASTLE OCT - DEC 2022**

Garrison	Engine 41	10/14/2022 08:00	10/15/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Hodsdon	Engine 41	12/04/2022 08:00	12/05/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Barsdale	Engine 41	12/16/2022 8:00	12/16/2022 17:00	9	24.90	37.35	336.15	4.87	35.97	376.99
Paid 2/10/2023										2,198.67

**PLACER HILLS JULY-SEPT 2022**

Hodsdon	Engine 84	09/12/2022 08:00	09/13/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Hodsdon	Engine 84	09/23/2022 08:00	09/24/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Hodsdon	Engine 84	09/24/2022 08:00	09/25/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Gordon	Engine 86	08/15/2022 06:30	08/15/2022 18:00	11.5	24.90	37.35	429.53	6.23	45.96	481.71
Paid 11/22/2022										3,214.22

**PLACER HILLS OCT-DEC 2022**

Keeler	Engine 84	10/29/2022 08:00	10/30/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Garrison	Engine 84	11/03/2022 08:00	11/04/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Paid 2/16/2023										1,821.67

**FORESTHILL JULY - DEC 2022**

Gordon	Engine 90	08/20/2022 08:00	08/21/2022 08:00	24	24.90	37.35	896.40	13.00	95.91	1,005.31
Keeler	Medic 88	08/13/2022 08:00	08/14/2022 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Gordon	Medic 88	11/30/2022 08:00	12/01/2022 08:00	24	24.90	37.35	896.40	13.00	95.91	1,005.31
Paid 2/2/2023										2,921.46

**JOA SHIFTS WORKED BY PENRYN STAFF JAN-MARCH 2023**

Keeler	Engine 86	01/10/2023 08:00	01/11/2023 08:00	24	22.56	33.84	812.16	11.78	86.90	910.84
Miller	Engine 84	01/22/2023 08:00	01/23/2023 08:00	24	24.90	37.35	896.40	13.00	95.91	1,005.31
Gordon	Engine 84	02/28/2023 08:00	03/01/2023 08:00	24	24.90	37.35	896.40	13.00	95.91	1,005.31

\* All Penryn shifts covered by Penryn staff.



**BEFORE THE BOARD OF DIRECTORS  
PENRYN FIRE PROTECTION DISTRICT  
COUNTY OF PLACER, STATE OF CALIFORNIA**

**RESOLUTION No. 2023-01**

**RESOLUTION OF THE PENRYN FIRE PROTECTION DISTRICT AUTHORIZING PARTICIPATION IN  
AND  
APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF  
THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY**

**WHEREAS**, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

**WHEREAS**, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

**WHEREAS**, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

**WHEREAS**, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

**WHEREAS**, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

**WHEREAS**, Penryn Fire Protection District is a member of FASIS, and the Board of Directors of Penryn Fire Protection District finds it in the best interest of Penryn Fire Protection District to continue participating in and obtaining coverage and risk management services from FASIS, which is changing its name to FRMS; and

**WHEREAS**, FRMS (formerly FASIS) requires the Penryn Fire Protection District to pass a resolution expressing the desire and commitment of Penryn Fire Protection District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of **PENRYN FIRE PROTECTION DISTRICT** approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

**BE IT FURTHER RESOLVED** that the Board of Directors authorizes Ian Gow, Fire Chief to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable The Penryn Fire Protection District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

**THIS RESOLUTION DULY PASSED** this twentieth day of March, 2023.

AYES:

NOES:

ABSENT:

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Cheryl Hotaling, Chair

ATTEST:

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Susan Mahoney, Secretary



TO: FASIS Member Districts  
FROM: Jennifer Jobe, FASIS Executive Director  
DATE: March 2, 2023  
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly Fire Agencies Self Insurance Systems (FASIS))**

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The Fire Agencies Self Insurance System (FASIS) and Fire Districts Association of California Employment Benefits Association (FDAC EBA) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing workers' compensation and employee benefits coverage to eligible fire districts in California.

The FASIS and FDAC EBA Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the Fire Agencies Self Insurance System, Article 30:

*"This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the Member Districts signatory to it."*

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FASIS only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. **Original Signature**: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. **Electronic Signature - Email**: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. **Electronic Signature - Acrobat Sign**: electronically access the [Agreement](#), sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Colleen Morrison, FASIS Analyst  
c/o Sedgwick  
1750 Creekside Oaks Dr., Ste. 200  
Sacramento, CA 95833  
(916) 244-1199 – FAX  
[colleen.morrison@sedgwick.com](mailto:colleen.morrison@sedgwick.com)

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Colleen Morrison at (916) 244-1176 or [colleen.morrison@sedgwick.com](mailto:colleen.morrison@sedgwick.com).

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA



**AMENDED AND RESTATED JOINT POWERS AGREEMENT  
OF FIRE RISK MANAGEMENT SERVICES  
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

**RECITALS**

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

**SECTION 1:  
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. "Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. "Administrator" shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. "Assessment" means an amount additional to a Member's initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. "Board of Directors" or "Board" shall mean the governing body of FRMS.
5. "Bylaws" means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. "Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. "Contribution" shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. "Coverage Program" shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers' Compensation Coverage Program for workers' compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. "Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments; purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

**SECTION 2:**  
**FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS**

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

**SECTION 3:**  
**PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

**SECTION 4:**  
**MEMBERSHIP**

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

**SECTION 5:**  
**PARTIES TO AGREEMENT**

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

**SECTION 6:**  
**TERM OF AGREEMENT**

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

**SECTION 7:**  
**POWERS OF FRMS**

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.



**SECTION 8:  
BOARD OF DIRECTORS**

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

**SECTION 9:  
POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

**SECTION 10:  
OFFICERS**

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

**SECTION 11:**  
**RESTRICTIONS ON POWER**

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

**SECTION 12:**  
**COMPLIANCE WITH THE BROWN ACT**

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

**SECTION 13:**  
**BYLAWS**

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

**SECTION 14:**  
**COVERAGE PROGRAMS**

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

**SECTION 15:**  
**IMPLEMENTATION OF THE COVERAGE PROGRAMS**

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

**SECTION 16:**  
**ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

**SECTION 17:**  
**SERVICES PROVIDED BY FRMS**

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

**SECTION 18:**  
**RESPONSIBILITIES OF MEMBERS**

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:  
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:  
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

**SECTION 21:**  
**EXPULSION**

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

**SECTION 22:**  
**EFFECT OF WITHDRAWAL OR EXPULSION**

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

**SECTION 23:**  
**TERMINATION OF FRMS AND DISTRIBUTION**

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were



incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

#### **SECTION 24: AMENDMENTS**

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

#### **SECTION 25: ENFORCEMENT**

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

#### **SECTION 26: NON-LIABILITY OF MEMBER AGENCIES**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

**SECTION 27:**  
**NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,**  
**AGENTS AND EMPLOYEES**

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

**SECTION 28:**  
**INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES**

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

**SECTION 29:**  
**ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

**SECTION 30:  
MISCELLANEOUS PROVISIONS**

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

**SECTION 31:**  
**EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

\_\_\_\_\_  
(Agency Name)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title



**BEFORE THE BOARD OF DIRECTORS  
PENRYN FIRE PROTECTION DISTRICT  
COUNTY OF PLACER, STATE OF CALIFORNIA**

**RESOLUTION No. 2023-02**

**A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES PROVIDED AND RENDERED BY THE PENRYN FIRE PROTECTION DISTRICT.**

***WHEREAS***, the emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

***WHEREAS***, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

***WHEREAS***, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

***WHEREAS***, the Board of the Penryn Fire Protection District desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

***THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE PENRYN FIRE PROTECTION DISTRICT:***

SECTION 1: The Penryn Fire Protection District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may

deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Board.

SECTION 5: This resolution shall take effect at the date of adoption.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

***THIS RESOLUTION DULY PASSED*** this twentieth day of March, 2023.

AYES:

NOES:

ABSENT:

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Cheryl Hotaling, Chair

ATTEST:

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Susan Mahoney, Secretary

## EXHIBIT A

### **MITIGATION RATES BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$584.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$667.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 - CAR FIRE - \$813.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,757.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$537.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$943.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,369.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – \$7,953.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**



When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$337 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

#### **ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

### **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**PROPOSALS FOR LEVY SERVICES FOR MEASURES A AND C**

Vendor	FY 23-24	FY 24-25	FY 25-26	Set up charge	Total
DTA	\$8,500	\$8,500	\$8,500	\$0	\$25,500
Goodwin Consulting Group	\$12,000	\$12,750	\$13,500	\$0	\$38,250
SCI Consulting Group	\$14,740	\$15,740	\$16,040	\$0	\$46,520
Willdan Financial Services	\$12,000	\$12,000	\$12,000	\$2,000	\$38,000

**PROPOSALS FOR FIRE IMPACT FEE STUDY**

Vendor	Cost
Capitol Public Finance Group	\$5,000
DTA	\$23,010
SCI Consulting Group	\$14,030
Willdan Financial Services	\$8,500



# PENRYN FIRE PROTECTION DISTRICT

An Organization Committed to Serving the Community of the Penryn Fire Protection District

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## STAFF REPORT

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**TO:** BOARD OF DIRECTORS  
**FROM:** STAFF  
**SUBJECT:** CREDIT CARD USE FOR MONTHLY RECURRING PAYMENTS  
**DATE:** MARCH 20, 2023

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### Current procedure

All operational invoices/statements are paid by a signed warrant through the County.

### Staff Recommendation

Pay (bi)monthly recurring bills on the District's credit card. The warrant to pay the credit card will be itemized to show clearly what each payment is for and which account it is assigned to.

- Bills are paid timely eliminating any late payments.
- Reduces staff time preparing multiple warrants and Board/Chief time to sign said warrants.
- The CAL-Card pays a dividend dependent on the usage of the card.
- Vendors who charge fees for credit card usage will not be used.

### Proposed list of vendors to pay by credit card

Vendor	Maximum charge	Frequency
Antelope Pest control	\$120.00	Bimonthly
AT&T	\$100.00	Monthly
AT&T Mobility	\$165.00	Monthly
Inland Business	\$40.00	Monthly
PG&E	\$800.00	Monthly
Placer County Water Agency	\$130.00	Monthly
SPMUD	\$120.00	Bimonthly
Wavedivision/Astound	\$120.00	Monthly



## **FIRE AGENCIES SELF INSURANCE SYSTEM**

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

800-541-4591 Fax 916-244-1199

**March 16, 2023**

### **Call for Nominations & Notice of Election For Three Expiring Positions - Board of Directors**

#### **\* \* \* Nomination Form Attached \* \* \***

**This call is to all FASIS members for nominations and an election to fill three expiring positions on the Board of Directors. The deadline for submittal of nominations is March 24, 2023.**

In accordance with the Joint Powers Agreement and Bylaws, the composition of the Board of Directors is an eleven-member Board to represent all the Member Districts. The Board is comprised of one representative from each of eleven different Member Districts. Each Director has one vote.

The term for each of the three positions is July 1, 2023, through June 30, 2026.



#### **Qualifications of Nominees:**

- The nominee shall be a member of the District's governing body, its Administrative Officer, Fire Chief, or staff person responsible for risk management; and
- Must attend and participate in Board of Directors meetings each fiscal year (July 1 – June 30). There may be other special meetings; as well as ad hoc committees formed from time-to-time to deal with special issues.

#### **Duties of the Board Member:**

- Serve at the pleasure of the membership;
- Fulfill a pre-determined term, (staggered, based upon a pre-determined schedule) on the Board of Directors;
- Provide direction and delegate authority to the Executive Director and any standing committee, as needed; and
- Perform duties that include, but are not limited to:
  - Review and set policies, and provide direction for the JPA;
  - Annually review and adopt the Budget, Investment Policy, and Memorandum of Coverage;
  - Review and approve vendor contracts;
  - Review and accept claim and financial audits;
  - Review the financial position of the JPA and set rates; and
  - Amend the governing documents as necessary.

**Call for Nominations & Notice of Election  
Expiring Positions on the Board of Directors  
March 16, 2023  
Page 2 of 2**



The following individuals currently serve in the expiring positions and are encouraged to submit a nomination formalizing their interest:

- Carol Pigoni, Cloverdale Fire Protection District
- Tom Perazzo, Southern Marin Fire District
- Sean Grinnell, Sonoma County Fire District

**Nomination & Election Process/Timeline:**

The Nominating Committee has established the following process and timetable for nominating and conducting an election to fill the three expiring positions:

- March 16, 2023** – Call for Nomination & Election Notice will be sent inviting nominations from Member Districts:
  - **An individual may volunteer to serve, thus nominating themselves to serve;**
  - Each Member District may submit no more than one nomination; and
  - As part of the Member District's nomination form (attached), a brief summary of the qualifications of the nominated individual should be included.
- March 24, 2023** – Deadline for receipt of nominations at the FASIS office, 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833. Nominations may be sent via e-mail to [stacey.brock@sedgwick.com](mailto:stacey.brock@sedgwick.com), fax (916) 244-1199, or USPS to FASIS, Attn: Stacey Brock, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833.
- March 29, 2023** – Review of nominees by the Nomination Committee and confirmation of nominee's interest to serve on the Board of Directors.
- April 3, 2023** – The Executive Director, acting under the direction of the Nomination Committee, will distribute ballots listing all nominees to return completed and signed ballots to the FASIS office. Each Member District is entitled to submit no more than one vote.
- May 5, 2023** – Deadline for receipt of signed ballots at the FASIS office. Signed ballots may be sent via e-mail, fax, or USPS and should be addressed to the attention of Stacey Brock, FASIS.
- By June 12, 2023** – Results of the election are sent to candidates and Member Districts. In the event of a tie, a vote of the current Board Members not involved in the tie shall determine the outcome, based on a majority of those voting.



Should you have questions regarding this notice or the election process, please contact Stacey Brock at [stacey.brock@sedgwick.com](mailto:stacey.brock@sedgwick.com).



## FIRE AGENCIES SELF INSURANCE SYSTEM

1750 Creekside Oaks Drive, Suite 200  
Sacramento, CA 95833  
800-541-4591 Fax 916-244-1199

### BOARD OF DIRECTORS 2023 NOMINATION FORM

The Fire Agencies Self Insurance System (FASIS) is seeking nominations of qualified candidates to serve on the Board of Directors and to fill three expiring positions. The new term for these positions on the Board shall be July 1, 2023, through June 30, 2026.

Qualifications of the nominated Board of Directors representative includes the nominated representative shall be a member of the District's governing body, its Administrative Officer, Fire Chief, or staff person responsible for risk management.

**Nominees may nominate themselves or another person** but should have the nominee's permission first. For self-nominations or other nominations, please complete the following form and email it to [stacey.brock@sedgwick.com](mailto:stacey.brock@sedgwick.com) or mail the completed form to: FASIS Attn: Stacey Brock, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833; no later than **March 24, 2023**.

\* \* \* \*

#### 1. Nominee Information

I would like to nominate the following individual for the position of Board Member:

<b>Nominated Individual:</b>	
<b>District Name:</b>	
<b>Title/Position:</b>	
<b>Address of District:</b>	
<b>City/State/Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Nominee's Consent Obtained? (YES/NO)</b>	

2. **Please provide detail as to why this individual should be considered a candidate for a position on the Board of Directors:**

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3. **Nominator's Information**

<b>Name of Nominator:</b>	
<b>Title/Position:</b>	
<b>Address of District:</b>	
<b>City/State/Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

Please email this completed form to [stacey.brock@sedgwick.com](mailto:stacey.brock@sedgwick.com), or mail to:

FASIS  
Attn: Stacey Brock  
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833  
by **March 24, 2023**.