

#2

**REGULAR MEETING AGENDA**

GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown CA 95634

Thursday, December 8, 2022

9:00 A.M.

**1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**

**2. ADOPTION OF AGENDA**

**3. PUBLIC COMMENT** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person, or such other time limit as may be imposed by the President, to enable the Board to complete its agenda within a reasonable period.

**4. DIRECTORS ITEMS**

**5. CONSENT CALENDAR**

**A. APPROVAL OF MINUTES**

- i. Minutes of November 10, 2022, regular meeting
- ii. Minutes of November 30, 2022, special meeting

**B. FINANCIAL INFORMATION**

- i. County budget documents
- ii. Bills/Invoices review

**6. CHIEFS REPORT**

**A. Apparatus Report**

**7. EMPLOYEE MOU**

Memorandum of Understanding Between The Georgetown Fire Protection District and their employees concerning retiree Health/Dental and Vision benefits.

**Recommended Action:** Approve

**8. ADOPTION OF FIRE CODE**

Second reading and adoption of Fire Code

**Recommended Action:** Approve

**9. RESOLUTION 2022-11 VOLUNTEER FIRE CAPACITY PROGRAM/GRANT**

Agreement for a \$19,000 purchase of radios, district match of 50% or \$9,500

**Recommended Action:** Approve MOU

**10. FUTURE AGENDA ITEMS**

**11. PUBLIC CORRESPONDENCE**

**12. PUBLIC COMMUNICATION**

**13. NEXT MEETING DATE AND ADJOURNMENT** – Next Regular Meeting Thursday, January 12, 2022

In compliance with The Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Chief Glenn Brown by telephone at 530.333.4111. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's front door at Georgetown Fire District, at 6281 Main Street, Georgetown, California, on December 3, 2022.

/s/ Glenn Brown  
Chief Glenn W. Brown

December 3, 2022  
Date

#5

**MINUTES**

**REGULAR BOARD MEETING**

**GEORGETOWN FIRE DISTRICT**

Board of Directors Meeting

Station 61 – 6283 Main St., Georgetown, CA 95634

November 10, 2022 – 9:01 A.M.

**1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**

**Roll Call:**

<b>Director Davis -</b>	<b>Present</b>
<b>Director Anderson -</b>	<b>Present</b>
<b>Director Williams -</b>	<b>Present</b>
<b>Director Webb -</b>	<b>Present</b>

**Also Present:**

Fire Chief, Glenn Brown

**2. ADOPTION OF AGENDA**

Director Williams motioned to accept the agenda, second by Director Webb.

<b>Director Davis -</b>	<b>Aye</b>
<b>Director Anderson -</b>	<b>Aye</b>
<b>Director Williams -</b>	<b>Aye</b>
<b>Director Webb -</b>	<b>Aye</b>

**3. PUBLIC COMMENT**

None

**4. DIRECTOR'S ITEMS**

None

**5. CONSENT CALENDAR**

No Items

**6. CHIEF'S REPORT**

Chief Brown discussed items in his Chief's Report, including Budget, Personnel, Volunteers, Apparatus Report, Facilities Report, JPA Report, Fire Authority, Training, LAFCO, Grants, Community Activities, Fire Prevention, and other items.

**7. ADJOURN TO CLOSED SESSION**

- A. Pursuant to Government Code 54957(b)(1), the Board met in Closed Session
- B. Pursuant to Government Code 54956 (d) (2), the Board met in Closed Session

**ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION**

**REPORT OUT OF CLOSED SESSION**

Director Davis reported out of Closed Session that no action was taken.

**8. NEW BUSINESS**

- A. Memorandum Of Understanding between the County of El Dorado and the Georgetown Fire Protection District regarding the Delegation of Enforcement of Certain Fire and Panic Safety Provisions found in the 2019 California Building Standards Code.

Director Webb motioned to approve the agreement and was seconded by Director Williams.

Director Davis -	Aye
Director Anderson -	Aye
Director Williams -	Aye
Director Webb -	Aye

There were no items 9 and 10

**11. FUTURE AGENDA ITEMS**

**A. District Policy and Procedure Review**

Discussion that work would continue on the Policies – No Action Taken

**12. PUBLIC CORRESPONDENCE**

None

**13. PUBLIC COMMUNICATION**

None

**14. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting Thursday, December 8, 2022**

**Director Williams** motion to adjourn, seconded by **Director Anderson**

<b>Director Davis -</b>	<b>Aye</b>
<b>Director Anderson -</b>	<b>Aye</b>
<b>Director Williams -</b>	<b>Aye</b>
<b>Director Webb -</b>	<b>Aye</b>

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Chief Glenn W. Brown

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Date

# 6

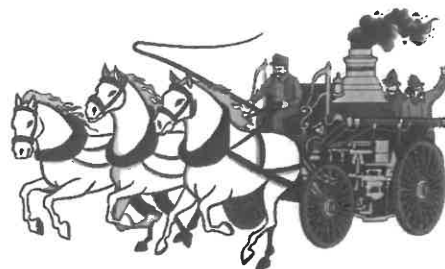


<b>Shop #</b>	<b>Current ID</b>	<b>Last Documented Mileage</b>	<b>Chassis MFG</b>	<b>Model</b>	<b>Body MFG</b>
3801			Studebaker		
9101	E-62		Spartan	Gladiator	Hi-Tech Apparatus
9501	WT-63	279832	Ford	LN8000	Goodhope
0001			SPCSN		
0101	E-61	41408	HME	1871	Westates
0201	R-61		Chevrolet	Silverado 3500	Scelzi
0301	E-264	26305	Freightliner	FL80	
0302	E-265	151050	International	7400	Pierce
0303	WT-41		Freightliner	FL80	
0401	E-263	119847	International	7400	BME
0501	E-4101	61453	HME	1871	Westates
0601	Air 62		Pace	JT714TA2	Pace
0603	SQ-61?		Ford	F350	Ford
1101	U-62		Ford	F150	Ford
1501	U-61		Ford	F250	Ford
1601	WT-62	14043	Kenworth	T370	Foutz Bros
1801	E-361	32613	International	7400	HME/Ahrens Fox

# 7

7

# GEORGETOWN FIRE



Office Phone: 530-333-4111  
Fax: 530-333-4020  
GEOFIRE.ORG

Post Office Box 420  
6283 Main St  
Georgetown, CA 95634

## RESOLUTION 2022-10A

### APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE OPERATIONAL EMPLOYEES AND THE BOARD OF DIRECTORS

**BE IT RESOLVED** by the Board of Directors of the Georgetown Fire Protection District, that said Board does hereby approve the Memorandum of Understanding (MOU).

**WHEREAS** the Georgetown Fire Protection District (GFPD) values their employees and the incredible contributions that they make to the community and our department.

**WHEREAS** the Board agrees to provide Lifetime Medical Benefits (only Medical) to all employees and their beneficiaries, who were hired with Georgetown Fire Protection District prior to January 1, 2020.

**WHEREAS** the retirees will continue to receive increases in the Lifetime Medical Benefits Package as the current employees receive in future MOU's.

**WHEREAS** the retirees and their beneficiaries shall continue to receive their Lifetime Medical Benefits despite consolidation, district merger, board action, bankruptcy, or MOU changes with future employee groups.

**THEREFORE**, the foregoing resolution was duly passed and adopted by the Board of Directors of the Georgetown Fire Protection District, at a special meeting thereof, held on the 8<sup>th</sup> day of December, 2022 by the following vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAINED:**

**"Neighbors Helping Neighbors Since 1854"  
#GEOFIRE**

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President, Craig Davis  
Georgetown Fire Protection District

Date

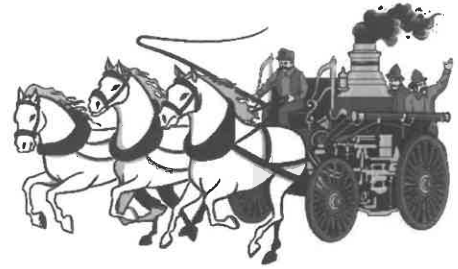
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Fire Chief, Glenn Brown  
Georgetown Fire Protection District

Date

**"Neighbors Helping Neighbors Since 1854"**  
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## RESOLUTION 2022-10

### APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE OPERATIONAL EMPLOYEES AND THE BOARD OF DIRECTORS

**BE IT RESOLVED** by the Board of Directors of the Georgetown Fire Protection District, that said Board does hereby approve the Memorandum of Understanding (MOU) with a retroactive effective date of July 1, 2020. This agreement shall be in effect for a three-year period, ending June 30, 2025

**WHEREAS** the Georgetown Fire Protection District (GFPD) values their employees and the incredible contributions that they make to the community and our department.

**WHEREAS** the agreement calls for a COLA wage adjustment of a 10% increase to all operational line employees, and the Administrative Assistant, effective Saturday, July 2, 2022.

**WHEREAS** the agreement calls for Additional step raises for 60 months in each rank.

**WHEREAS** the agreement also calls for pay scales to be increased by the agreed upon 7% per year for the years 2023 and 2024.

**WHEREAS** the agreement calls for Longevity Pay of 1% every five years up to 5%, maximum of 25 years.

**FURTHER** the new wage scale will be attached to this document and maintained for record.

**THEREFORE**, the foregoing resolution was duly passed and adopted by the Board of Directors of the Georgetown Fire Protection District, at a special meeting thereof, held on the 30<sup>th</sup> day of November 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**“Neighbors Helping Neighbors Since 1854”  
#GEOFIRE**

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Acting President, Larry Anderson  
Georgetown Fire Protection District

Date

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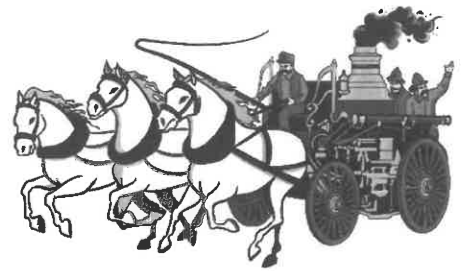
Fire Chief, Glenn Brown  
Georgetown Fire Protection District

Date

**“Neighbors Helping Neighbors Since 1854”  
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**WHEREAS** the retirees and their beneficiaries shall continue to receive their Lifetime Medical Benefits despite consolidation, district merger, board action, bankruptcy, or MOU changes with future employee groups.

**THEREFORE**, the foregoing resolution was duly passed and adopted by the Board of Directors of the Georgetown Fire Protection District, at a special meeting thereof, held on the 8<sup>th</sup> day of December, 2022 by the following vote:

**AYES:**

**NAYES:**

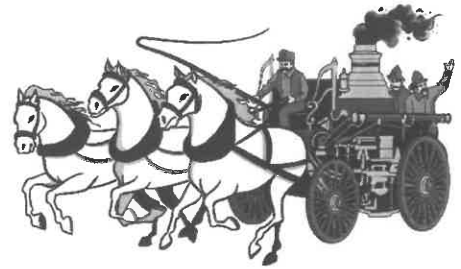
**ABSENT:**

**ABSTAINED:**

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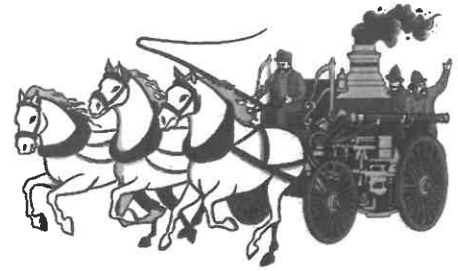
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#GEOFIRE**

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President, Craig Davis  
Georgetown Fire Protection District

Date

---

Fire Chief, Glenn Brown  
Georgetown Fire Protection District

Date

**"Neighbors Helping Neighbors Since 1854"**  
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#8

## **SECTION 2: FINDINGS OF FACTS**

In connection with the amendments enacted by Section 2 and 3 relating to the California Fire Code and its appendix, 2022 edition, the GEORGETOWN FIRE PROTECTION DISTRICT (GFPD) makes the following findings pursuant to Health and Safety Code Section 17958.5, 17958.7, and 18941.5. The changes are reasonably necessary because of local climatic, topographical, or geological conditions.

GFPD hereby adopts, pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are of a more restrictive nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes), commonly referred to as Title 24 & Title 25 of the California Code of Regulations. The GFPD has recognized these amendments to the California Fire Code 2022 edition to address the fire problems, concerns, and future direction by which GFPD can establish and maintain an environment that will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country and industry representatives, consultants, and other private parties interested in the International Fire Code.

(c) The International Fire Code, being the 2021 edition thereof, published by the International Code Council, is a nationally recognized compilation of proposed rules, regulations, and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical, and geological conditions. The findings of fact herein address each of these situations and present the local situation, which, either singularly or in combination, caused the aforementioned amendments to be adopted.

## 2022 CFC FINDINGS

### Climate Averages

	Georgetown, California	United States
Rainfall	53.8 in.	38.1 in.
Snowfall	13.1 in.	27.8 in.
Precipitation	70.0 days	106.2 days
Sunny	238 days	205 days
Avg. July High	90.2°	85.8°
Avg. Jan. Low	36.6°	21.7°
Comfort Index (higher=better)	7.9	7
UV Index	4.8	4.3
Elevation	2989 ft.	2443 ft.

### SUMMARY

These local climatic conditions affect the community's acceleration, intensity and size of a fire. Times of little or no rainfall and high temperatures create extremely hazardous conditions, mainly residential roof fires and wildfire conflagrations. The climatic conditions are one of the most significant impacts to fire behavior and other major emergency events due to their uncontrollable nature.

- B. These amendments are justified based on local geologic and topographic conditions. GFPD is subject to terrain, slopes, increased vegetation, surface features, hazardous building operations, and terrain risk factors.

#### 1. Geological location

##### a. Conditions

**Geological Location.** The GFPD is located in the foothills of the Sierra at an altitude range of approximately 2,600 feet to 4,049 feet above sea level. The GFPD is situated in the northeastern most town in the California Mother Lode, located in El Dorado County. The District ranges from rolling hills of grass and oak woodlands in the Southwest and extends Northeast into the El Dorado National Forest with vegetation that consists of chaparral, conifer, fir, and subalpine trees. The terrain in portions of the District, especially near the American River consists of steep mountainous drainages.

#### 2. Size and population

##### a. Conditions

**Size and Population.** The GFPD (Fire District) encompasses approximately ninety-six (96) square miles and has a current population of approximately 6500 residents in 2330 parcels.

## 2022 CFC FINDINGS

Linetype	Well Constrained
Age	late Quaternary
Dip Direction	Unspecified

This fault zone is split into several branches, which transect the area between Rescue and Placerville. The Eastern edge of the District has proximity to Tahoe Sierra Frontal Fault Zone

Fault Name	Tahoe-Sierra frontal fault zone
Section Name	
Fault ID	215
Section ID	
Location	California
Linetype	Moderately Constrained
Age	undifferentiated Quaternary
Dip Direction	Unspecified
Slip Rate(mm/year)	Unspecified
Slip Sense	Normal
Mapped Scale	1:100,000
Fault Class	A
Mapping Certainty	Good
Average Strike	
Total Fault Length (km)	<Null>
Cooperator	California Geological Survey

#### 4. Topography

##### a. Conditions

**Topography.** The topography of the District varies from level 0% slope to terrain with over a 70% slope. The most significant degree of incline occurs in the District's northern end and extends northeast from there. Hilly terrain throughout the area provides gullies or regions referred to as "chimneys," which accelerate the spread of fire.

#### 5. Roads and streets

##### a. Conditions

**Roads and Streets.** The District has seen a mild degree of urban and commercial development within the last 15 years. Many roads are not county maintained and have a dirt, gravel or chip and seal base. Road construction and repair has become more frequent on the county and state-maintained roads. Many roads do not have the

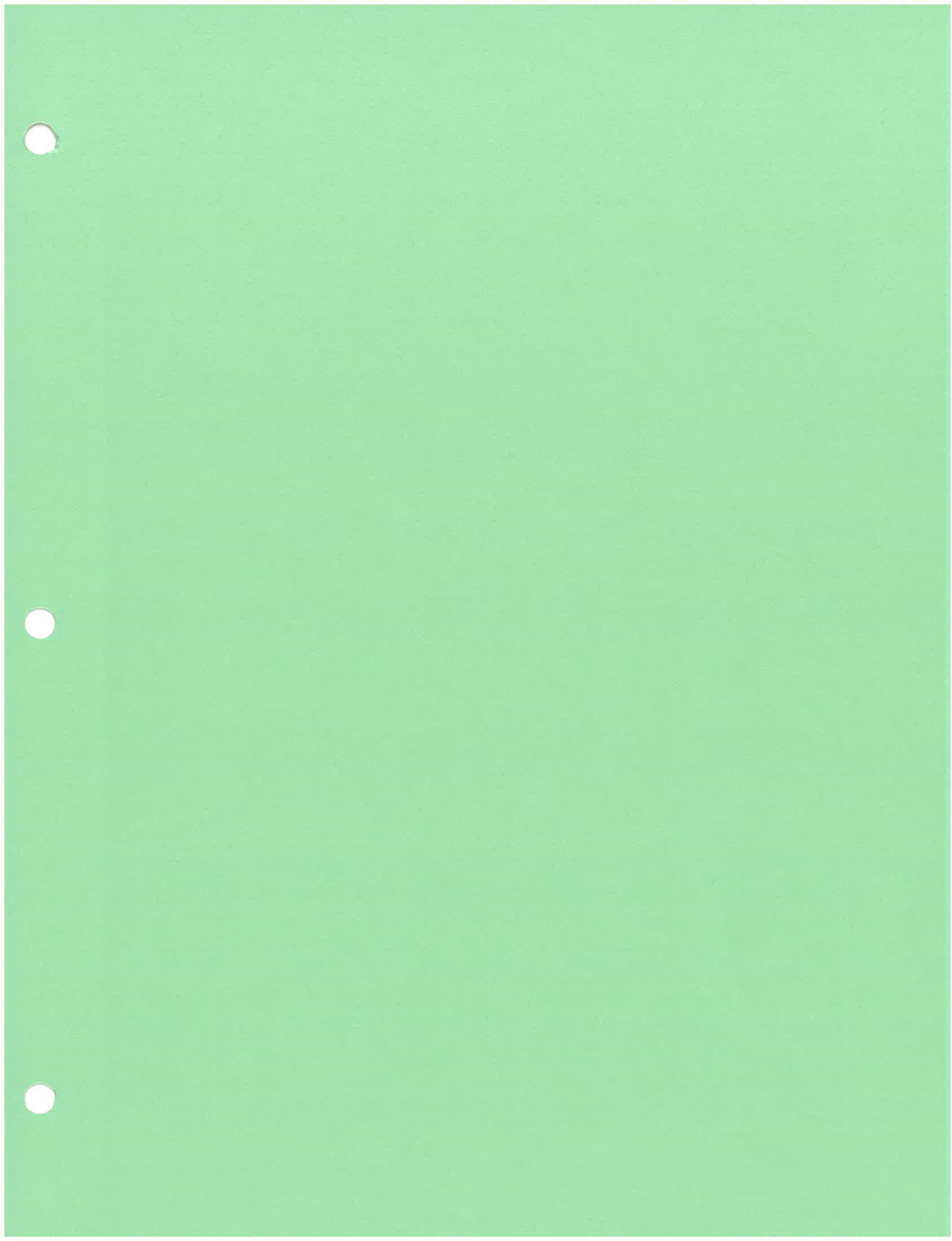


## 2022 CFC FINDINGS

2022 CFC Code Section	Title	Adopted	Amended	Added	Deleted	Finding
101.1	General		X			Administrative
102.6 - 102.12	Applicability	X				Administrative
104.1	Duties and Powers	X				Administrative
104.3 – 104.4	Duties and Powers	X				Administrative
104.6	Official Records	X				Administrative
104.8 – 104.8.2	Approved Materials	X				Administrative
104.9	Modifications	X				Administrative
104.11 – 104.12.3	Fire Investigation	X				Administrative
105.2.3	Time of Application	X				Administrative
105.3.2	Extensions	X				Administrative
105.5	Operational Permits					Administrative
105.5.55	Automobile Wrecking Yards			X		Administrative
105.6	Construction Permits		X			Administrative
105.6.25	Automobile Wrecking Yards			X		Administrative
105.6.9	Fuel Cell	X				Administrative
105.6.12	Hazardous Materials	X				Administrative
105.17	Plant Extraction	X				Administrative
105.18	Private Fire Hydrants	X				Administrative
105.19	Smoke Control	X				Administrative
105.6.21	Special Event Structure	X				Administrative
105.6.22	Spraying or Dipping	X				Administrative
105.6.23	Standpipe Systems	X				Administrative
105.6.24	Tents	X				Administrative
106.1 – 106.4	Construction Documents	X				Administrative
107.1	Fees	X				Administrative
107.5	Related Fees			X		Administrative
107.5.1	Cost Recovery			X		Administrative
107.6	Refunds	X				Administrative
107.7	Administrative Costs			X		Administrative
Section 108	Inspections	X				Administrative
Section 109	Maintenance	X				Administrative
111.5	Appeals			X		Administrative
112.4	Violation Penalties		X			Administrative
112.4.1	Abatement of Violations	X				Administrative
112.4.2	Citations			X		Administrative
Section 113	Stop Work Order					Administrative
113.4	Failure to Comply		X			Administrative

## 2022 CFC FINDINGS

2022 CFC Code Section	Title	Adopted	Amended	Added	Deleted	Finding
903.2.7.2	Group M - Mattresses		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.8.5	Manufactured Homes			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.9	Group S-1		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.10	Group S-2		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.10.1	Parking Garages		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.22	Group B			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.23	Group F-2			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
903.6	Where Required – Fire Sprinklers		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2	Where Required – Fire Alarm Systems		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.1.4	Group A			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.2.3	Group B			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.3.11	Group E			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.4.1	Group F-1			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.5.2	Group H			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.6.6	Group I			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.7.2	Group M			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.8.4	Group R-1			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.9.4	Group R-2, R-2.1, R-2.2			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.10.1	Group S			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.30	Type I Hoods			X		B1, B2. B3. B4, B5, B6
907.6.5	Monitoring		X			B1, B2. B3. B4, B5, B6
907.6.2.1	Secondary Power Supply			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.9	Where Required – Fire Alarm		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 1101	General	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 1102	Definitions	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.2	Responder Communication	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.5 – 1103.5.5	Sprinkler Systems	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.7 – 1103.7.9.10	Fire Alarm Systems	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.8 – 1103.8.5.3	Smoke Alarms	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.9 – 1103.9.1	Carbon Monoxide Alarms	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 1104	Egress	X				B1, B2. B3. B4, B5, B6
Section 1106	Outdoor Operations	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1203.1.3	Installation		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
3311.3	Address		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
3313.1	When Required – Water Supply		X			A1, A2, A3, B1, B2. B3. B4, B5, B6



# GEORGETOWN FIRE PROTECTION DISTRICT

## ORDINANCE NO. 2022-01

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BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN  
FIRE PROTECTION DISTRICT AS FOLLOWS:

An ordinance of the Georgetown Fire Protection District (GFPD) adopting the 2022 Edition of the *California Fire Code*, incorporating the 2021 Edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the GFPD; providing for the issuance of permits and collection of fees therefor; Repealing Ordinance No. 2019-01 of the GFPD and all other ordinances and parts of the ordinances in conflict therewith.

Be it ORDAINED by the Board of Directors of the GFPD, also known as the GEORGETOWN FIRE PROTECTION DISTRICT:

Section 1: **FINDINGS OF FACTS**

Section 2: **ADOPTION OF CODE WITH EXCLUSIONS**

Section 3: **LOCAL AMENDMENTS**

Section 4: **CONFLICT**

Section 5: **SEVERABILITY**

Section 6: **EFFECTIVE DATE AND PUBLICATION**

### **SECTION 1: FINDINGS OF FACTS**

The GFPD makes certain changes (listed below) to the *California Fire Code*, 2022 Edition, pursuant to *Health & Safety Code Sections 13869.7, 17958.5, 17958.7, and 18941.5* during this code adoption process. Such changes are necessary because of local climatic, geological, and/or topographical conditions. The GFPD has adopted, pursuant to *Section 18941.5* of the *California Health & Safety Code*, the findings of facts relative to these conditions by Resolution #2019-10 of the GFPD dated September 19, 2019.

### **SECTION 2: ADOPTION OF CODE WITH EXCLUSIONS**

**105.6.26 Traffic calming devices.** Construction permits are required for the installation or modification of traffic calming devices.

SECTION 107.5 "PERMIT, PLAN REVIEW AND INSPECTION FEES" SHALL BE ADDED AS FOLLOWS:

**Section 107.5 Permit.** A schedule of fees adopted by the district board of directors for plan review, inspections, and the issuance of permits by the District may be found in the most current district fee schedule (Health & Safety Code 17951).

SECTION 107.5.1 "COST RECOVERY FEES" SHALL BE ADDED AS FOLLOWS:

**Section 107.5.1 Cost Recovery Fees.** Fire service fees may be charged to any person, firm, corporation, or business that, through negligence, violation of the law, or as a result of carelessness, is responsible for the cause of the District to respond to the scene of an incident. A district board may charge a fee to cover the cost of any service which the District provides or the cost of enforcing any regulation for which the fee is charged (Health & Safety Code 13916). The fee shall not exceed the actual cost of suppressing the fire and/or responding to the scene of an incident.

SECTION 107.7 "ADMINISTRATIVE COSTS" SHALL BE ADDED AS FOLLOWS:

**Section 107.7 Administrative Costs.** When a test or inspection is scheduled, and the contractor fails to perform to the satisfaction of the authority having jurisdiction (AHJ), the AHJ may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

SECTION 111.5 "APPEAL PROCEDURES AND TIMELINES" SHALL BE ADDED AS FOLLOWS:

**Section 111.5 Appeal Procedures and Timelines.** Any person or entity who believes they may be adversely affected by an order, decision, or determination made by the fire code official through a written notice may appeal this matter within 15 calendar days of the postmark on the notice. All such appeals shall be filed in writing with the Secretary of the Governing Board for the District. A timely appeal shall stay further action by the fire code official until the matter is determined by the Appeal Board as outlined in Section 109.2 unless the issue poses an imminent fire or life safety hazard to members of the public. The fire code official shall notify the appellant by certified mail of the date and time of such hearing. The hearing shall be scheduled to take place no sooner than 20 calendar days from the date shown on the certified mail. The appellant shall have the right to appear in person or by agent at the hearing and present oral, written, and/or photographic evidence to the Appeal Board.

SECTION 112.4 "VIOLATION PENALTIES" SHALL BE AMENDED AS FOLLOWS:

**Section 112.4 Violation Penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a *misdemeanor or infraction*, at the discretion of the prosecuting attorney or agency, punishable by a fine not more than \$100.00 for a first violation; A fine not exceeding \$500.00 for a second violation of

*by-persons in the public service of preventing, suppressing, or extinguishing fire; or which may obstruct, delay, or hinder, or may become the cause of obstruction, delay or hinderance to the prevention, suppression, or extinguishment of fire.*

**SECTION 202 "OPEN BURNING" SHALL BE AMENDED AS FOLLOWS:**

**OPEN BURNING.** The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge-pots and similar devices associated with safety or occupational uses typically considered open flames. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

*Open burning shall also include campfires, bonfires, portable outdoor fireplaces, ceremonial fires, and recreational fire as defined in the Fire Code.*

*Exception:*

1. *UL or ASMI listed LPG or natural gas outdoor flame devices, such as gas BBQ's or gas fire pits that comply with the Fire Code.*
2. *For one-or two-family dwellings, fixed or portable outdoor flame devices that meet the following:*
  - a. *Devices shall comply with the Fire Code.*
  - b. *Devices shall be used per the manufacturer's specifications.*
  - c. *Minimum 10-foot clearance from device to all flammable material and vegetation.*
  - d. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*
3. *Campfires on private lands. Where required by the fire code official, a permit shall be issued by the fire code official.*
4. *Ceremonial and/or religious burning with the following safety measures:*
  - a. *Maximum 4-foot x 4-foot burn area.*
  - b. *Minimum 10-foot clearance from the edge of the burn area to all flammable material and vegetation.*
  - c. *An approved water supply is located within 500 feet of the burn area.*
  - d. *The burn area is located no less than 30 feet from adjoining property lines.*
  - e. *An adult is present with a shovel until the fire is extinguished.*
  - f. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*

**SECTION 202 "TRAINED CROWD MANAGER" SHALL BE ADDED AS FOLLOWS:**

unobstructed vertical clearance of not less than 15 feet. Driveways shall have an unobstructed width of not less than 12 feet wide.

SECTION 503.2.5 "DEAD ENDS" SHALL BE AMENDED AS FOLLOWS:

**Section 503.2.5 Dead Ends.** Dead-end fire apparatus access roads and driveways in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.

SECTION 503.2.6 "BRIDGES AND ELEVATED SURFACES" SHALL BE AMENDED AS FOLLOWS:

**Section 503.2.6 Bridges and Elevated Surfaces.** Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17, the current El Dorado County Transportation Division Bridge Standard or Appendix D of the current California Fire Code, whichever is more restrictive. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

SECTION 503.3.1 "NO PARKING IN FIRE LANES" SHALL BE ADDED AS FOLLOWS:

**Section 503.3.1 No Parking In Fire Lanes.** No person shall stop, park, or leave standing any vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of the Fire Chief, or his/her duly authorized representative, Peace Officer, or official traffic control device along the edge of any highway, at any curb, or in any location in a publicly or privately owned or operated off-street parking facility, designated as a fire lane by the District with jurisdiction over the area in which the place is located. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE," which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE."

SECTION 503.3.2 "NO PARKING IN FRONT OF HYDRANTS" SHALL BE ADDED AS FOLLOWS:

**Section 503.3.2 No Parking in Front of Hydrants.** No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant except as follows: (a) If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity, (b) If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.

SECTION 503.3.3 "FIRE LANES BASED ON ROAD WIDTH" SHALL BE ADDED AS FOLLOWS:

than 4 inches in height. A key box complying with Section 506 shall be installed on the exterior side of the fire control room door opening.

The room must be capable of maintaining a minimum temperature of 40 degrees Fahrenheit. A clearance of 12 inches shall be provided from the fire sprinkler risers to any adjacent walls. This room can be shared with other building utilities or fire protection equipment that is not incompatible. An approved cabinet or container shall be provided to store record plans of the fire sprinkler system and other fire protection equipment. This room shall not be used for any other storage.

**Exception:** One-and two-family dwellings, manufactured homes, or similar uses defined as either a Group R-3, R3.1, or R-4 occupancy.

SECTION 510.4.2.3 "STANDBY POWER" SHALL BE AMENDED AS FOLLOWS:

**Section 510.4.2.3 Standby power.** In-building, two-way emergency responder communication radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the in-building, two-way emergency responder communication coverage system at 100-percent system capacity for a duration of not less than 72 hours.

## Chapter 9

SECTION 903.2 "WHERE REQUIRED" SHALL BE AMENDED AS FOLLOWS:

**Section 903.2 Where Required.** Approved automatic sprinkler systems *in new buildings and structures, when constructed or relocated within the jurisdiction, shall be provided in the locations* described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.23.

**Exception:** Agricultural buildings not under a special use permit used for commercial purposes.

SECTION 903.2.1.1 "GROUP A-1" SHALL BE AMENDED AS FOLLOWS:

**Section 903.2.1.1 Group A.** An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 "GROUP A-2" SHALL BE AMENDED AS FOLLOWS:

**Section 903.2.1.2 Group A-2.** An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2



**Exception:** In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 3,600 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school, and state-funded construction projects see Section 903.2.19.
7. For public school campuses, Kindergarten through 12<sup>th</sup> grade, see Section 903.2.20

**SECTION 903.2.4 "GROUP F-1" SHALL BE AMENDED AS FOLLOWS:**

**Section 903.2.4 Group F-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 3,600 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.

**SECTION 903.2.7 "GROUP M" SHALL BE AMENDED AS FOLLOWS:**

**Section 903.2.7 Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 3,600 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.
5. The structure exceeds 3,600 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

**SECTION 903.2.7.2 "GROUP M UPHOLSTERED FURNITURE OR MATTRESSES" SHALL BE AMENDED AS FOLLOWS:**

**Section 903.2.7.2 Group M Upholstered Furniture or Mattresses.** An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 3,600 square feet.

**SECTION 903.2.8.5 "MANUFACTURED HOMES" SHALL BE ADDED AS FOLLOWS:**

SECTION 903.2.22 "GROUP B" SHALL BE ADDED AS FOLLOWS:

**Section 903.2.22 Group B.** *An automatic sprinkler system shall be provided throughout all buildings containing Group B occupancies where the fire area exceeds 3,600 square feet.*

SECTION 903.2.23 "GROUP F-2" SHALL BE ADDED AS FOLLOWS:

**Section 903.2.23 Group F-2.** *An automatic sprinkler system shall be provided throughout all buildings containing Group F-2 occupancies where the fire area exceeds 3,600 square feet.*

SECTION 903.6 "WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

**Section 903.6 Where Required In Existing Buildings and Structures.** An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 *and as follows:*

1. When there is a change in occupancy classification that results in an increased life safety or fire risk, as determined by the fire code official, and the structure exceeds 3,600 square feet, an automatic fire sprinkler system shall be installed throughout the building.
2. *In existing buildings 3,600 square feet or greater, other than one and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased, such building or structure shall be made to conform to Section 903.2.*

**Exception:** *When the building increase is less than 500 square feet.*

3. *In existing buildings 3,600 square feet or less, other than one-and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased to a total square footage over 3,600 square feet, such building or structure shall be made to conform to Section 903.2.*

**Exception:** *When the building increase is less than 500 square feet.*

SECTION 907.2. "WHERE REQUIRED – NEW BUILDINGS AND STRUCTURES" SHALL BE AMENDED AS FOLLOWS:

**Section 907.2. Where Required – New Buildings and Structures.** An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.30 and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow the elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

**Exceptions:**

SECTION 907.2.6.6 "GROUP I UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

**Section 907.2.6.6 Group I Under 3,600 Square Feet.** *An approved fire alarm system shall be installed in all group I buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.7.2 "GROUP M UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

**Section 907.2.7.2 Group M Under 3,600 Square Feet.** *An approved fire alarm system shall be installed in all group M buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.8.4 "GROUP R-1 UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

**Section 907.2.8.4 Group R-1 Under 3,600 Square Feet.** *An approved fire alarm system shall be installed in all group R-1 buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.9.4 "GROUP R-2, R-2.1, R-2.2 UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

**Section 907.2.9.4 Group R-2, R-2.1, R-2.2 Under 3,600 Square Feet.** *An approved fire alarm system shall be installed in all group R-2, R-2.1, R-2.2 buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.10.1 "GROUP S UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

**Section 907.2.10.1 Group S Under 3,600 Square Feet.** *An approved fire alarm system shall be installed in all group S buildings with a floor area less than 3,600 square feet.*

907.2.30 "TYPE I HOOD INSTALLATIONS" SHALL BE ADDED AS FOLLOWS:

**907.2.30 "Type I Hood Installations.** *The requirement of installation, or replacement, of a Type I Hood System shall require a fire alarm/sprinkler monitoring system to be installed, or for the hood system to be connected to an existing fire alarm/sprinkler monitoring system for that building.*

907.6.5 "MONITORING" SHALL BE AMENDED AS FOLLOWS:

**907.6.5 Monitoring.** *Fire alarm systems required by this chapter or by the California Building Code shall be monitored by an approved, UL certified, Type A Full Service central, proprietary, or remote station service, which gives audible and visual signals at a constantly attended location. All sprinklered buildings shall be monitored.*

**Exceptions:**

1. *One- and two-family dwellings (R-3 Occupancies and other occupancies classified as "U").*

construction and on installation of a standpipe system in buildings under construction, in accordance with Sections 3313.2 through 3313.5.

**Exception:** The fire code official is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

## **Chapter 50**

SECTION 5001.7 "LIABILITY FOR DAMAGES" SHALL BE ADDED AS FOLLOWS:

**Section 5001.7 Liability for Damages.** *Any damages or cost resulting from the negligence, violation of the law, careless handling, spill, or discharge of any hazardous materials shall constitute debt against any such person, firm or corporation causing such spill or discharge. This debt is collectible by the Fire Chief, or his/her duly authorized representative, in the same manner as in the case of an obligation under contract, expressed or implied.*

## **Chapter 56**

SECTION 5601.2 "PERMIT REQUIRED" SHALL BE AMENDED AS FOLLOWS:

**Section 5601.2 Permit Required.** Permits shall be required as set forth in Section 105.5 and regulated in accordance with this section. *Where fireworks permits are required, they shall be issued by the Fire Chief, or his/her duly authorized representative, and the El Dorado County Board of Supervisors.*

## **Chapter 57**

SECTION 5704.2.9.6.1 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

**SECTION 5704.2.9.6.1 Locations Where Above-Ground Tanks are Prohibited.** Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited unless approved by the fire code official.*

SECTION 5706.2.4.4 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

**SECTION 5706.2.4.4 Locations Where Above-Ground Tanks are Prohibited.** The storage of Class I and Class II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II liquids in above-ground tanks is prohibited unless approved by the fire code official.*

## **Chapter 58**

SECTION 80, NFPA, 13D-22 – “STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS IN ONE-AND TWO-FAMILY DWELLINGS AND MANUFACTURED HOMES” IS AMENDED AS FOLLOWS: 903.3.1.3, 903.3.5.1.1

**NFPA 13D, Amended Sections as follows:**

**Add new Section 4.6 as follows:**

**4.6 Residential fire sprinkler systems installed in all new one-and two-family dwellings shall utilize a “Passive Purge” system design unless otherwise approved by the fire code official.**

**Exception:** *Manufactured home installed, tested, and approved by the California Department of Housing and Community Development.*

**Revise Section 5.1.1.2 as follows:**

**5.1.1.2 A supply of at least one of each type and temperature sprinkler used within the premises shall be maintained on the property at an approved location. Spare sprinklers shall be kept in a mounted and accessible cabinet.**

**Revise Section 7.6 as follows:**

**7.6 A local audio/visual device activated upon water flow shall be provided on all fire sprinkler systems in homes at an approved location on the exterior of the dwelling.**

**Revise Section 11.2.1.1 as follows:**

**11.2.1.1 Where a fire department pumper connection is not provided, the system shall be hydrostatically tested at a minimum pressure of 150 pounds per square inch gauge for no less than a 30-minute duration without evidence of leakage. Such test shall be witnessed by the fire code official.**

**Appendix B – Fire Flow Requirements for Buildings**

TABLE B105.1(1) “REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

**TABLE B105.1(1) REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES**

**(PLEASE NOTE THAT TABLE B105.1(1) INCLUDES A SEPARATE SECTION FOR SPRINKLERED RESIDENCES WITH LESSER FIRE FLOW REQUIREMENTS NOT MENTIONED IN THIS AMENDED SECTION)**

<b>FIRE-FLOW CALCULATION AREA (Square feet)</b>	<b>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</b>	<b>MINIMUM FIRE-FLOW (Gallons per minute)</b>	<b>FLOW DURATION (hours)</b>
0 – 3,600	No automatic sprinkler system	1,000	1

## Appendix D – Fire Apparatus Access Roads

SECTION D103.1 “ACCESS ROAD WIDTH WITH A HYDRANT” SHALL BE AMENDED AS FOLLOWS:

**Section D103.1 Access Road Width with a Hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

**Exception:** *Driveways*

SECTION D103.2 “GRADE” SHALL BE AMENDED AS FOLLOWS:

**SECTION D103.2 Grade.** Fire apparatus access roads *and driveways* shall not exceed 15.9% *in grade unless approved by the fire code official or by the El Dorado County amended California Public Resource Code Title 14 / Design and Improvement Standards Manual.*

SECTION D103.3 “TURNING RADIUS” SHALL BE AMENDED AS FOLLOWS:

**SECTION D103.3 Turning Radius.** The minimum turning radius shall be determined by the fire code official; *and shall not include curb and gutter.*

SECTION D103.5 “FIRE APPARATUS ACCESS ROAD GATES” SHALL BE AMENDED AS FOLLOWS:

**SECTION D103.5 Fire Apparatus Access Road Gates.** Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (3658 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift, or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

SECTION D103.6.1 “ROADS 20 TO 29 FEET IN WIDTH” SHALL BE AMENDED AS FOLLOWS:

copy shall be posted in the office of the GFPD pursuant to *Government Code Section 36933(c)* (1).

The above Ordinance was introduced at a meeting of the Board of Directors of the GFPD on November 10, 2022, and it was then read for the first time. A public hearing was set for the Ordinance to be read for the first time on November 30, 2022, and approved by the following vote:

#9



**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF22041

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$ 9,500.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

Applicant	
By _____ Signature of Authorized Representative	By _____
Title _____	Title: <b>Matthew Sully</b> <b>Staff Chief, Cooperative Fire Programs</b>
Date _____	Date _____

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ 9,500.00</b>
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY <b>2022</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION <b>92734</b>	UNENCUMBERED BALANCE <b>\$ 9,500.00</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

Signature of CAL FIRE Accounting Officer	Date
--	------

**VOLUNTEER FIRE CAPACITY PROGRAM  
TERMS AND CONDITIONS**

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

STATE OF CALIFORNIA  
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the  
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and \_\_\_\_\_ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Volunteer Fire Capacity Grant #22-DG-11052012-142 awarded to STATE by the Forest Service on August 26 ,2022. The Federal Assistance Listing for the award is 10.664, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.**

8. **GRANT AND BUDGET CONTIGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$9,500.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

E-mail \_\_\_\_\_

STATE:

**Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.





**BEFORE THE BOARD OF DIRECTORS OF THE  
Georgetown Fire Protection District  
COUNTY OF El Dorado, STATE OF CALIFORNIA**

**IN THE MATTER OF:**

**Resolution Number: 2022-11**

**Approving the Department of Forestry and Fire Protection Agreement # 7GF22041 for services from the date of last signatory on page 1 of the Agreement to June 30, 2023 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.**

**BE IT RESOLVED** by the Board of Directors of the Georgetown Fire Protection District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2022-23 up to and no more than the amount of \$ 9,500.

**BE IT FURTHER RESOLVED** that Glenn Brown/Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Georgetown Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Georgetown Fire Protection District, at a regular meeting thereof, held on the 8th day of December, 2022, by the following vote:

AYES:

\_\_\_\_\_  
Signature, Board of Directors Member

NAYS:

ABSENT:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature, Board of Directors Member

\_\_\_\_\_  
Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----

**ATTEST:**

I \_\_\_\_\_, Clerk of the \_\_\_\_\_,  
County of \_\_\_\_\_ California do hereby certify that this is a true and  
correct copy of the original Resolution Number 2022-11.

WITNESS MY HAND OR THE SEAL OF THE \_\_\_\_\_, on  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**OFFICIAL SEAL  
OR NOTARY CERTIFICATON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and Name of Local Agency