



# **County of El Dorado**

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**February 23, 2012**

**Board of Supervisors  
County of El Dorado  
330 Fair Lane  
Placerville, CA 95667**

**RE: Garden Valley Fire District Agreement with County of El Dorado**

**Ladies and Gentlemen:**

**The purpose of this letter is to inform your Board that I believe that the Garden Valley Fire Protection District (GVFPD) has breached its CSA #7 (Aide to Fire) contract (Agreement 344-F1111) with the County and accordingly, my office will not disburse the \$131,382 called for in the contract to GVFPD.**

**On June 9, 2010, your board voted to allocate up to \$600,000 of County Service Area No. 7 (CSA #7) funds to the County's rural fire districts for two years. At that time, your Board communicated clearly to the County's rural fire districts that these funds were for two years only to allow time for these fire districts to implement the necessary changes to enable these districts to operate without "Aide to Fire." Your Board articulated that these districts should undertake a careful and thorough consideration of consolidation.**

**Further, the County's contract with each of these rural fire districts states, ARTICLE III, "County and Districts agree that long term financial and operational success of the fire service in the County of El Dorado requires that the District study all options available for service delivery. These options must include, as noted in the Citygate Report, administrative, financial and operational reorganizations on a regional or sub-regional level where economies of scale can be realized...."**

**Board of Supervisors**

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**Last week it came to my attention that the GVFPD board entered into a ten (10) year employment contract with their fire chief in October 2010. The agreement states that if GVFPD should consolidate with another fire protection district or enter into a contract for services the chief shall have property rights to the position the chief holds at such time. It also states the chief shall not be replaced by the consolidating agency or contract service in the position of chief of GVFPD.**

**The adoption of this ten-year employment contract was an extremely unusual and irresponsible action that created an additional significant financial obstacle to consolidation and clearly breaches the intent of our agreement with GVFPD.**

**Accordingly, based on the information that I have at this time, my office will not disburse the \$131,382 budgeted for CSA #7 to GVFPD.**

**Sincerely,**



**Joe Harn**

**Auditor-Controller**

**cc: GVFPD  
Lou Green, County Counsel  
Terri Daly, CAO**