AGENDA

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT) BOARD OF DIRECTORS

SEVEN HUNDRED THIRTEENTH MEETING

Thursday, August 28, 2014 6:00 p.m.

(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order and Pledge of Allegiance
- II. Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
 - A. Approve Minutes of the 709th meeting held July 8, 2014
 - B. Approve Minutes of the 710th meeting held July 10, 2014
 - C. Approve Minutes of the 711th meeting held July 16, 2014
 - D. Approve Minutes of the 712th meeting held August 5, 2014
 - E. Approve Financial Statements for July 2014

 End Consent Calendar
- III. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. EDH Volunteer Firefighters
 - D. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- IV. Correspondence
- V. Attorney Items
- VI. Committee Reports
 - A. Administrative Committee (Directors Fullerton and Hidahl)
 - 1. Review and update construction progress of Station 84
 - 2. <u>Closed Session</u>: Pursuant to Government Code Section 54957; Public Employee Performance Evaluation; Title: Chief.
 - 3. <u>Closed Session:</u> Pursuant to Government Code Section 54957 and 54957.6, review and discuss El Dorado Hills Associated Firefighters wage and benefit negotiations; Conference with Negotiating Committee (Directors Fullerton and Hidahl)
 - B. Fire Committee (Directors Durante and Winn)
 - C. Ad Hoc Committee Reports
 - 1. Report from Regional Operations Committee (Directors Hartley and Fullerton)
 - a. Report and update on progress of annexation process with Latrobe Fire Protection District
 - b. Review and discuss fiscal peer review of the annexation of Latrobe Fire Protection District
 - 2. Report from the Committee for Commission for Collaborative Fire Departments (Directors Hidahl and Hartley)
 - 3. Report from Solar Committee (Directors Durante and Hidahl)
 - 4. Report from Budget Advisory Committee (Directors Hidahl and Winn)

- Report from Communications Committee (Directors Durante and Fullerton)
- 6. Report from Human Resources Committee (Directors Durante and Winn)

 Closed Session: Pursuant to Government Code Section 54957 and
 54957.6: Public Employee Performance Evaluation: Position: Contract
 employment with Cooperative Personnel Services; and Pursuant to
 Government Code Section 54957(b)(1): Public Employee Performance
 Evaluation: Development of Evaluation Criterion and Protocols

VII. Operations Report

- A. Operations Report (Receive and file)
- B. Review and update regarding Joint Powers Authority
 - 1. Review and approve ALS Ambulance Agreement 2014
 - 2. Review and approve ALS Engine Agreement 2014
- C. Review and discuss request by Baosong Zhao for Development Fee Appeal
- D. Review and discuss plans for land development and construction of the Training Facility in El Dorado Hills
- E. Review and approve purchase of two Chevy Tahoe's for command vehicles
- F. Review and approve purchase of training prop (forcible entry door)
- VIII. Fiscal Items
- IX. New Business
 - A. Review and update the District's Conflict of Interest Code as needed
- X. Old Business
- XI. Oral Communications
 - A. Directors
 - B. Staff
- XII. Adjournment

Note: Action may be taken on any item posted on this agenda.

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This Board meeting is normally recorded.

SEVEN HUNDRED NINTH MEETING OF THE BOARD OF DIRECTORS

Thursday, July 8, 2014 6:00 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Winn called the meeting to order at 6:00 p.m. and Chief Dave Roberts led the Pledge of Allegiance. Directors in attendance: Fullerton, Hartley, Hidahl and Winn. (Director Durante was absent.) Staff in attendance: Chief Roberts and Chief Financial Officer Bair. Counsel Cook was also in attendance.

II. CONSENT CALENDAR

- A. Approve minutes of the 708th meeting held June 19, 2014
- B. Approve financial statements for June 2014

Director Hidahl made a motion to approve the consent calendar, seconded by Director Hartley, and unanimously carried.

III. ORAL COMMUNICATIONS

- **A. EDH Professional Firefighters** Matt Beckett, President, stated that many paid and volunteer firefighters participated in the July 3rd Parade at Town Center.
- **B. EDH Firefighters Association** Mike Gygax, Vice President, extended an invitation to the next dinner and Association meeting on July 22.
- C. EDH Volunteer Firefighters None
- D. Public Comments None
- IV. CORRESPONDENCE None
- V. ATTORNEY ITEMS None

VI. COMMITTEE REPORTS

- **A. Administrative Committee** (Directors Fullerton and Hidahl)
 - 1. Review and update construction progress of Station 84 Director Hidahl reported that the bids were opened and reviewed by the committee; although the bids came in higher than expected, they were all within \$500,000 of each other. Some of the reasons for the higher bids included the more costly two story construction, the complexities of a more compressed work site, the change in economic climate and some of the station features that were not previously included in other station bids such as demolition, the exhaust extractor, generator, etc. Director Hidahl added that the demolition will take approximately seven days.

2. Review and discuss bid results for construction of Station 84; award bid for construction of Station 84 and authorize Staff to negotiate contract – Director Hidahl stated that after careful review of the four lowest bids, the committee asked the lowest bidder, S W Allen Construction, Inc., to complete a Bidder's Questionnaire and solicited feedback from entities that had used S W Allen for similarly sized projects. All representatives of these projects reported good working experiences with S W Allen. Director Hidahl stated that the committee recommends awarding the contract to S W Allen.

Director Hidahl made a motion to award the bid for the demolition and construction of Station 84 to S W Allen Construction, Inc. in the amount of \$4,933,400, seconded by Director Fullerton and unanimously carried.

Director Hidahl made a second motion to authorize the Board President to sign the contract with S W Allen Construction, Inc. for the demolition and construction of Station 84, seconded by Director Fullerton and unanimously carried.

(Director Hidahl requested that the record reflect that Director Durante was absent.)

3. Review and discuss bid results from the Request for Proposal for Special Inspections; award Special Inspection contract – Director Hidahl stated that proposals were received from three qualified bidders. Youngdahl Consulting Group was the lowest bidder and based on previous experience and having met the parameters of the RFP, the committee recommendation is to award the bid to Youngdahl.

Director Hidahl made a motion to award the contract for Station 84 Special Inspections to Youngdahl Consulting Group, Inc. in the amount of \$60,274, seconded by Director Fullerton, and unanimously carried.

President Winn asked that Closed Session Items VI-A.4, VI-C.4(a) and VI-C.6 and Item VI-C.4(b) be moved on the agenda until after Old Business and the Board concurred.

- **B. FIRE COMMITTEE** (Directors Durante and Winn) Nothing to report.
- C. Ad Hoc Committee Reports
 - **1. Report from Regional Operations Committee** (Directors Hartley and Fullerton)
 - a. Report and update on progress of annexation process with Latrobe Fire Protection District Director Hartley reported

that a LAFCO sponsored workshop will be conducted on July 10 at Miller's Hill School. Director Fullerton added that the Committee met with Captain Anselmo, Staff and Union members to prepare for the annexation.

- b. Report and discuss fiscal peer review of the annexation of Latrobe Fire Protection District Director Hartley reported that Citygate is able to meet the 45 day review period. Chief Roberts confirmed that Citygate had been given all the requested information. CFO Bair added that Citygate will probably be finished with their report quickly and under budget.
- c. Review and approve up-front costs to prepare for annexation of Latrobe Director Fullerton previously stated that the only expenses that had been approved prior to annexation were the less expensive background checks for reserve personnel at this time.
- 2. Report from the Committee for Commission for Collaborative Fire Departments (Directors Hidahl and Hartley) Director Hidahl reported that the next meeting will be August 11.
- **3. Report from Solar Committee** (Directors Durante and Hidahl) Director Hidahl reported that the committee has proposed that Récolte Energy be awarded a contract to prepare a solar study and proposal for all four stations.

Director Hidahl made a motion to authorize the committee to proceed with establishing a contract with Récolte Energy for the system sizing and feasibility analysis in the amount of \$8,000 and RFP Development in the amount of \$8,000, not to exceed a combined total of \$16,000; and to work with Counsel to set up a contract to establish the actual terms of the contract consistent with what has been proposed with no option for financing. The motion was seconded by Director Hartley and unanimously carried.

- **4. Report from Budget Advisory Committee** (Directors Hidahl and Winn)
 - a. <u>Closed Session</u>: Pursuant to Government Code Section 54957 and 54957.6 review and discuss El Dorado Hills Associated Firefighters wage and benefit negotiations; Conference with Negotiating Committee (Directors Hidahl and Winn) Moved on agenda to after Old Business.

- b. Review and approve side letter for El Dorado Hills Professional Firefighters Memorandum of Understanding Moved on agenda to after Old Business.
- 5. **Report from Communications Committee** (Directors Durante and Fullerton) Nothing to report.
- 6. **Report from Human Resources Committee** (Directors Durante and Winn)

<u>Closed Session</u>: Pursuant to Government Code Section 54957 and 54957.6: Public Employee Performance Evaluation: Position: Contract employment with Cooperative Personnel Services; and Pursuant to Government Code Section 54957(b)(1): Public Employee Performance Evaluation: Development of Evaluation Criterion and Protocols. – Moved on agenda to after Old Business.

VII. OPERATIONS REPORT

- **A. Operations Report** Received and filed.
- **B.** Review and update regarding Joint Powers Authority Nothing to report.
- C. Review and approve Resolution 2014-12 confirming the report of the Fire Marshal related to cost of weed abatement and imposing such costs upon properties upon which abatement has occurred Chief Lilienthal gave an update reporting that the vacant lot program had been expanded to require a clearance of 100 ft. of defensible space. He stated that a total of 1,683 lots had been inspected of which 1,639 lots had been cleared by the property owners leaving 44 lots that are not in compliance. The non-compliant lots were abated by our contractor. He asked for the Board to adopt Resolution 2014-12 which would allow the recovery of the \$17,100 by imposing a tax lien upon the non-compliant lots.

Director Hidahl made a motion to approve Resolution 2014-12 confirming the report of the Fire Marshal related to cost of weed abatement and imposing such costs upon properties upon which abatement has occurred. The motion was seconded by Director Fullerton and unanimously carried. (Roll Call: Ayes: (4); Noes: None; Absent: Director Durante.)

D. Review and discuss plans for land development and construction of the Training Facility in El Dorado Hills – Director Hidahl led a discussion stating that he was of the opinion that it is time to move forward with the Training Facility project and begin the initial grading phase. The special use permit has expired and Staff will need to try and renew this permit.

Director Hidahl made a motion to authorize Staff to proceed with the application to renew the special use permit and assign an ad hoc committee to make recommendations for the phasing of the project over the next two fiscal years, seconded by Director Fullerton, and unanimously carried.

President Winn assigned Director Hartley and herself to the Ad Hoc Committee for the Training Facility.

VIII. FISCAL ITEMS

A. Review and approve the firm Robert W. Johnson, CPA to audit the Financial statements of the District – CFO Bair said that it is time for the annual audit to be conducted and recommended retaining Robert W. Johnson, CPA, to conduct the audit again this year. She stated that the same firm has been conducting the audits for Latrobe and Rescue Fire Departments.

Director Hartley made a motion to retain Robert W. Johnson, CPA, to conduct the audit of the financial statements of the District, seconded by Director Fullerton and unanimously carried.

IX. NEW BUSINESS

Director Hartley asked that a committee be assigned to evaluate the volunteer compensation program to see if changes to the program might be beneficial.

President Winn assigned the Budget and Negotiations Committee to review the volunteer compensation plan and make a recommendation.

X. OLD BUSINESS – None

The meeting adjourned to Closed Session at 6:47 p.m. at which time President Winn recused herself from Closed Session during discussion of Item VI.A-4. She was in attendance for all other Closed Session items.

VI. COMMITTEE REPORTS (Taken out of sequence)

- **A. Administrative Committee** (Directors Fullerton and Hidahl)
 - **4.** <u>Closed Session</u>: Pursuant to Government Code Section 54957; Public Employee Performance Evaluation; Title: Chief

C. Ad Hoc Committee Reports

- 4. Report from Budget Advisory Committee (Directors Hidahl and Winn)
 - a. <u>Closed Session</u>: Pursuant to Government Code Section 54957 and 54957.6 review and discuss El Dorado Hills Professional Firefighter wage and benefit negotiations; Conference with Negotiating Committee (Directors Hidahl and Winn)

- b. Review and approve side letter for El Dorado Hills Professional Firefighters Memorandum of Understanding
- **6. Report from Human Resources Committee** (Directors Durante and Winn)

<u>Closed Session</u>: Pursuant to Government Code Section 54957 and 54957.6: Public Employee Performance Evaluation: Position: Contract employment with Cooperative Personnel Services; and Pursuant to Government Code Section 54957(b)(1): Public Employee Performance Evaluation: Development of Evaluation Criterion and Protocols

The meeting reconvened at 8:22 p.m. Director Hidahl reported that during Closed Session, no action was taken on Closed Session Item VI.A-4 and Staff was asked to set up a Special Meeting for himself, Directors Durante, Fullerton, and Hartley for an initial discussion of the Employee Performance Evaluation with Chief Roberts joining in for discussion afterwards. President Winn reported that on Closed Session Item VI-C.4(a), no action was taken.

Director Hidahl stated that regarding Item VI-C.4(b), the El Dorado Hills Professional Firefighters Memorandum of Understanding was reviewed in Closed Session with a recommendation to approve a proposed change to the MOU by a side letter regarding Paramedic classifications.

Director Hidahl made a motion to approve the proposed changes to the MOU by a side letter with the El Dorado Hills Professional Firefighters effective immediately, seconded by Director Fullerton and unanimously carried.

President Winn reported that on Closed Session Item VI.C-6, no action was taken.

XI. ORAL COMMUNICATIONS

- A. Directors Director Hartley thanked everyone for their participation in the July 3rd Community event. Director Hidahl recapped the challenge that the CSD Board posed to the Board to help raise funds for a charitable need in the community. President Winn suggested attending the next Association meeting to see if the Association would be interested in joining the challenge.
- **B. Staff** Chief Roberts also expressed his appreciation to all that participated in the successful July 3rd event saying that it was a massive undertaking.

XII. ADJOURNMENT

Director Hidahl made a motion to adjourn the meeting at 8:33 p.m., seconded by Director Fullerton and unanimously carried.

The meeting adjourned at 8:33 p.m.

Approved:			
	Connie Bair,	Board Secretary	
Barbara Winn, President			

SEVEN HUNDRED TENTH MEETING OF THE BOARD OF DIRECTORS (A PUBLIC WORKSHOP)

Thursday, July 10, 2014 6:00 p.m.

Miller's Hill School, 7900 South Shingle Road, Shingle Springs, CA

The public workshop was conducted by Jose Henriquez, Executive Officer of El Dorado County LAFCO. The meeting was called to order at 6:05 p.m. In attendance, but not speaking, were Directors Fullerton and Hidahl. Chief Roberts of El Dorado Hills Fire Department, Chief Couper of Latrobe Fire Protection District, and Counsel Cook were also in attendance.

Chief Couper of Latrobe Fire Protection District gave an overview of how their District got to the point of being annexed. He reviewed financials and operations.

Mr. Henriquez presented an overview of the agenda and gave the public a PowerPoint presentation regarding the powers and responsibilities of LAFCO and how they help to maintain independent discretion in annexations and dissolutions. He also described the process for the annexation of Latrobe Fire Protection District. He announced that the LAFCO approval hearing will be held on August 27, 2014 at 5:30 p.m. He stated that there will also be another public workshop using tonight's format on August 7, 2014. (This was later changed to August 5.)

Chief Roberts of El Dorado Hills Fire Department reviewed with the public what it would look like after the annexation switch was on. He stated that the District's goal would be to "build something better."

There was public comment and questions throughout all presentations.

The meeting adjourned at 8:51 p.m.

Approved:		
		Connie Bair, Board Secretary
Barbara Winn, Preside	ent	

SEVEN HUNDRED ELEVENTH MEETING OF THE BOARD OF DIRECTORS (A SPECIAL MEETING)

Thursday, July 16, 2014 6:00 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice President Hartley called the meeting to order at 6:00 p.m. and Counsel Cook led the Pledge of Allegiance. Directors in attendance: Durante, Fullerton, Hartley, and Hidahl. (President Winn was absent.) Staff in attendance: Chief Roberts.

II. ORAL COMMUNICATIONS

A. Public Comments - None

III. COMMTTEE REPORTS

- A. Administrative Committee (Directors Fullerton and Hidahl)
 - 1. <u>Closed Session</u>: Pursuant to Government Code Section 54957; Public Employee Performance Evaluation; Title: Chief

The meeting adjourned to Closed Session at 6:15 p.m. to discuss Item III.A-1.

The meeting reconvened at 7:10 p.m. Vice President Hartley stated that during Closed Session, no action was taken.

IV. ORAL COMMUNICATIONS

- **A. Directors** None
- **B.** Staff None

V. ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

Approved:	
	Connie Bair, Board Secretary
Jim Hartley, Vice President	

SEVEN HUNDRED TWELFTH MEETING OF THE BOARD OF DIRECTORS (A PUBLIC WORKSHOP)

Tuesday, August 5, 2014 6:00 p.m.

Miller's Hill School, 7900 South Shingle Road, Shingle Springs, CA

The public workshop was conducted by Jose Henriquez, Executive Officer of El Dorado County LAFCO. The meeting was called to order at 6:02 p.m. In attendance, but not speaking, was Director Hidahl. Chief Roberts of El Dorado Hills Fire Department and Chief Couper of Latrobe Fire Protection District were also in attendance.

Chief Couper of Latrobe Fire Protection District gave an overview of how their District got to the point of being annexed. He reviewed financials and operations.

Mr. Henriquez presented an overview of the agenda and gave the public a PowerPoint presentation regarding the powers and responsibilities of LAFCO and how they help to maintain independent discretion in annexations and dissolutions. He also described the process for the annexation of Latrobe Fire Protection District. He announced that the LAFCO approval hearing will be held on August 27, 2014 at 5:30 p.m.

Chief Roberts of El Dorado Hills Fire Department reviewed with the public what it would look like after the annexation switch was on. He stated that the District's goal would be to "build something better."

There was public comment and questions throughout all presentations.

The meeting adjourned at 7:45 p.m.

Approved:		
		Connie Bair, Board Secretary
Barbara Winr	n, President	

	Prelim Budget Fiscal Year 2014-2015	Actual Revenue Collected July 2014	Actual Revenue Collected YTD July 31 2014	Unrealized Revenues More Revenue than Expected	% of Revenue Collected
Revenue					
3240 · Tax Revenue					
3260 · Secured Tax Revenue	12,602,005		0.00	12,602,005.00	0.00%
3270 · Unsecured Tax Revenue	0		0.00	0.00	0.00%
3280 · Homeowners Tax Revenue	0		0.00	0.00	0.00%
3320 · Supplemental Tax Revenue	0		0.00	0.00	0.00%
3330 · Sacramento County Revenue	0		0.00	0.00	0.00%
Total 3240 · Tax Revenue	12,602,005	* See Note	0.00	12,602,005.00	0.00%
3510 · Misc. Operating Revenue					
3511 · Contributions/Prev Fees	20,000	0.00	0.00	20,000.00	0.00%
3512 · JPA Revenue	950,000	0.00	0.00	950,000.00	0.00%
3513 · Rental Income (Cell site)	23,250	1,937.32	1,937.32	21,312.68	8.33%
3515 · OES/Mutual Aid Reimbursement	250,000	0.00	0.00	250,000.00	0.00%
3520 · Interest Earned	80,000	0.00	0.00	80,000.00	0.00%
3510 · Misc. Operating Revenue - Other	91,750	31,500.00	31,500.00	60,250.00	34.33%
Total 3510 · Misc. Operating Revenue	1,415,000	33,437.32	33,437.32	1,381,562.68	2.36%
3550 · Development Fee					
3560 · Development Fee Revenue	800,000		0.00	800,000.00	0.00%
3561 · Development Fee Interest	0		0.00	0.00	0.00%
Total 3550 · Development Fee	800,000	* See Note	0.00	800,000.00	0.00%
Total Revenue	14,817,005		33,437.32	14,783,567.68	
- Transfers (Board Authorized)					
Transfer from Capital Res/Sale of Assets				0.00	0.00%
Transfer from General Reserve Fund	0			0.00	0.00%
Total Transfers	0		0.00	0.00	0.00%
Total Revenue and Transfers	14,817,005	33,437.32	33,437.32	14,783,567.68	0.23%

Notes: Tax Revenue for current month is not available.

Tax Revenue collected/received in January and April.

	Prelim Budget Fiscal Year 2014-2015	Actual Expended July 2014	Actual Expended YTD July 31 2014	Remaining Balance Available	% of Budget Expended
xpense					
6000 · Salaries & Wages					
6001 · Salaries & Wages, Fire	5,097,202	378,367.70	378,367.70	4,718,834.30	7.42%
6011 - Education Pay	344,400	27,143.77	27,143.77	317,256.23	7.88%
6016 · Salaries & Wages, Clerical/Misc	395,758	25,839.72	25,839.72	369,918.28	6.53%
6017 · Volunteer Pay	75,000	0.00	0.00	75,000.00	0.00%
6018 · Director Pay	16,000	0.00	0.00	16,000.00	0.00%
6019 · Overtime					
6019.1 · Overtime, Operational	1,308,450	129,427.77	129,427.77	1,179,022.23	9.89%
6019.2 · Overtime, Outside Aid	250,000	0.00	0.00	250,000.00	0.00%
6019.3 · Overtime, JPA	100,000	4,016.26	4,016.26	95,983.74	4.02%
Total 6019 · Overtime	1,658,450	133,444.03	133,444.03	1,525,005.97	8.05%
6020 · P.E.R.S. Retirement	2,164,493	160,910.49	160,910.49	2,003,582.51	7.43%
6031 · Life Insurance	5,458	440.80	440.80	5,017.20	8.08%
6032 · P.E.R.S. Health Benefits	1,193,934	92,321.72	92,321.72	1,101,612.28	7.73%
6033 · Disability Insurance	12,636	994.50	994.50	11,641.50	7.87%
6034 · Health Cost of Retirees	724,300	357,079.98	357,079.98	367,220.02	49.30%
6040 · Dental/Vision Expense	153,460	6,334.00	6,334.00	147,126.00	4.13%
6050 · Unemployment Insurance	15,112	3.58	3.58	15,108.42	0.02%
6060 · Vacation & Sick Expense Reserve	50,000	630.00	630.00	49,370.00	1.26%
6070 · Medicare	110,544	7,996.47	7,996.47	102,547.53	7.23%
Total 6000 · Salaries & Wages	12,016,747	1,191,506.76	1,191,506.76	10,825,240.24	9.92%
6100 · Clothing & Personal Supplies	77,550	13,281.00	13,281.00	64,269.00	17.13%
6110 · Communications	50.000	0.400.07	0.400.07	54.070.00	5 000
6111 · Business Phones	58,080	3,403.97	3,403.97	54,676.03	5.86%
6112 · Dispatch Services	18,000	0.00	0.00	18,000.00	0.00%
Total 6110 · Communications	76,080	3,403.97	3,403.97	72,676.03	4.47%

	Prelim Budget Fiscal Year 2013-2014	Actual Expended July 2014	Actual Expended YTD July 31 2014	Remaining Balance Available	% of Budg Expended
6120 · Housekeeping	21,100	688.00	688.00	20,412.00	3.26
6130 · Insurance	,			•	
6131 · General Insurance (Annual)	53,000	0.00	0.00	53,000.00	0.00
6132 · Workers Compensation	617,995	51,942.25	51,942.25	566,052.75	8.41
Total 6130 · Insurance	670,995	51,942.25	51,942.25	619,052.75	7.74
6140 · Maintenance of Equipment					
6141 · Tires	14,000	0.00	0.00	14,000.00	0.00
6142 · Parts & Supplies	12,000	190.65	190.65	11,809.35	1.59
6143 · Outside Work	90,500	100.00	100.00	90,400.00	0.11
6144 · Equipment Maintenance	125,090	5,860.76	5,860.76	119,229.24	4.69
6145 · Radio Maintenance	5,500	337.17	337.17	5,162.83	6.13
Total 6140 · Maintenance of Equipment	247,090	6,488.58	6,488.58	240,601.42	2.63
6150 · Maintenance, Structures & Ground	48,440	9,316.38	9,316.38	39,123.62	19.23
6160 · Medical Supplies	4 000			4 000 00	
6161 · Medical Supplies	1,000	0.00	0.00	1,000.00	0.00
Total 6160 · Medical Supplies	1,000	0.00	0.00	1,000.00	0.00
6170 · Dues and Subscriptions	7,355	4,068.01	4,068.01	3,286.99	55.31
6180 · Miscellaneous					
6181 · Miscellaneous	4,000	50.00	50.00	3,950.00	1.25
6182 · Honor Guard	4,400	0.00	0.00	4,400.00	0.00
6183 · Explorer Program	1,500	0.00	0.00	1,500.00	0.00
6183 · Pipes and Drums	3,000	0.00	0.00	3,000.00	0.00
Total 6180 · Miscellaneous	12,900	50.00	50.00	12,850.00	0.39
6190 · Office Supplies	18,350	609.70	609.70	17,740.30	3.32

	Prelim Budget Fiscal Year 2013-2014	Actual Expended July 2014	Actual Expended YTD July 31 2014	Remaining Balance Available	% of Budget Expended
6200 · Professional Services					
6201 - Audit	10,500	0.00	0.00	10,500.00	0.00%
6202 · Legal	120,000	0.00	0.00	120,000.00	0.00%
6203 · Notices	3,500	0.00	0.00	3,500.00	0.00%
6204 · Misc.	266,280	28,976.00	28,976.00	237,304.00	10.88%
6205 · Elections/Tax Administration	20,000	0.00	0.00	20,000.00	0.00%
Total 6200 · Professional Services	420,280	28,976.00	28,976.00	391,304.00	6.89%
6220 · Rents and Leases - Buildings	106,544	8,829.48	8,829.48	97,714.52	8.29%
6230 · Small Tools and Supplies 6240 · Special Expenses	39,000	1,125.44	1,125.44	37,874.56	2.89%
6241 · Training	80,950	9,711.92	9,711.92	71,238.08	12.00%
6242 · Fire Prevention	13,000	3,665.95	3,665.95	9,334.05	28.20%
6243 · Licenses	1,000	0.00	0.00	1,000.00	0.00%
6244 · Directors' Training & Travel	3,000	0.00	0.00	3,000.00	0.00%
Total 6240 · Special Expenses	97,950	13,377.87	13,377.87	84,572.13	13.66%
6250 · Transportation and Travel					
6251 · Fuel and Oil	75,000	4,725.38	4,725.38	70,274.62	6.30%
6252 · Travel	20,000	448.40	448.40	19,551.60	2.24%
6253 · Meals & Refreshments	18,000	371.48	371.48	17,628.52	2.06%
Total 6250 · Transportation and Travel	113,000	5,545.26	5,545.26	107,454.74	4.91%
6260 · Utilities					
6261 · Electricity	60,000	0.00	0.00	60,000.00	0.00%
6262 · Natural Gas/Propane	27,000	0.00	0.00	27,000.00	0.00%
6263 · Water/Sewer	14,000	0.00	0.00	14,000.00	0.00%
Total 6260 · Utilities	101,000	0.00	0.00	101,000.00	0.00%
6720 · Fixed Assets	4,804,600	0.00	0.00	4,804,600.00	0.00%
6999 · Contingencies	0	0.00	0.00	0.00	0.00%
Total Budget and Expenses	18,879,981	1,339,208.70	1,339,208.70	17,540,772.30	7.09%
et Revenue/Expenses Over/Short +/-	(4,062,976)		(1,305,771.38)		

Register: $1000 \cdot Bank$ of America From 07/01/2014 through 07/31/2014 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	<u>C</u>	Deposit	Balance
07/01/2014	17330	CA Assoc. of Profess	6000 Salarias & Was		994.50	v		190 160 06
07/01/2014	17330		6000 · Salaries & Wag 6200 · Professional Ser		751.40			489,460.06 488,708.66
		Managed Health Net		Life Ingurance				,
07/01/2014	17332	Standard Insurance Co.	e	Life Insurance	440.80			488,267.86
07/01/2014	17333	DC Management, LLC	6220 · Rents and Lease		8,686.48			479,581.38
07/01/2014	17334	APPTIX Inc.	6200 · Professional Ser		1,247.64			478,333.74
07/01/2014	17335	El Dorado Hills Busi	-split-		3,264.01			475,069.73
07/01/2014	17336	Fire Districts Associa	6170 · Dues and Subsc		550.00			474,519.73
07/01/2014	17337	Gary Pertle	6150 · Maintenance,Str		4,450.00			470,069.73
07/01/2014	17338	International Assn. o	6170 · Dues and Subsc	Annual Member	254.00	X		469,815.73
07/01/2014	17339	State Compensation	6130 · Insurance:6132	Workers Comp	51,942.25	X		417,873.48
07/01/2014	17340	Target Safety	-split-		7,718.00	X		410,155.48
07/01/2014	17341	XMR Fire Consulting	6200 · Professional Ser		120.00	X		410,035.48
07/02/2014	EFT	P.E.R.S. Health	-split-	Health Benefits	124,742.86	X		285,292.62
07/02/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		5.00	X		285,287.62
07/04/2014	JE Scotts	Scott's PPE Recon, Inc.	6100 · Clothing & Pers	Reverse of GJE		X	278.76	285,566.38
07/08/2014		Transfer from LAIF	1074 · Local Agency I	Conf #1436728		X	800,000.00	1,085,566.38
07/08/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		18.35	X		1,085,548.03
07/08/2014	17342	CalPERS (OPEB Pre	6000 · Salaries & Wag	Annual Payme	325,000.00	X		760,548.03
07/08/2014	17343	Scott's PPE Recon, Inc.	6100 · Clothing & Pers		278.76	X		760,269.27
07/08/2014	17344	David Kennedy	6000 · Salaries & Wag		100.00	X		760,169.27
07/08/2014	17345	Carol Caughey	6000 · Salaries & Wag		771.00	X		759,398.27
07/08/2014	17346	Dwight Piper	6000 · Salaries & Wag		150.00	X		759,248.27
07/08/2014	17347	Frederick Russell	6000 · Salaries & Wag		150.00	X		759,098.27
07/08/2014	17348	Angelica Silveira	6000 · Salaries & Wag		150.00	X		758,948.27
07/08/2014	17349	Wells Fargo Bank	2026 · EDH Associate	Payroll Deducti	1,846.00	X		757,102.27
07/08/2014	17350	Aflac	-split-	·	156.35			756,945.92
07/08/2014	17351	AT&T (CALNET 2)	2010 · Accounts Payable		571.20	X		756,374.72
07/08/2014	17352	Best Best & Krieger	2010 · Accounts Payable		967.20			755,407.52
07/08/2014		Betz Landscaping, Inc	2015 · Weed Abateme		14,380.00			741,027.52
07/08/2014	17354	Churchll's Hardware	2010 · Accounts Payable		34.95			740,992.57
07/08/2014	17355	El Dorado County A	6200 · Professional Ser		189.00			740,803.57
07/08/2014	17356	Fred Russell (FDC)	2010 · Accounts Payable		1,540.00			739,263.57
07/08/2014	17357	CALPO/HOM/MAC	2010 · Accounts Payable		4,920.00			734,343.57
07/08/2014	17357	CTA Engineering &	2010 · Accounts Payable		1,360.00			732,983.57
07/08/2014	17359	FYI Telecommunicat	6110 · Communication		555.00			732,428.57
07/08/2014	17360	Gary Pertle	6150 · Maintenance,Str		4,800.00			732,428.57
07/08/2014	17361	Gold Country Media	2010 · Accounts Payable		75.78			
		· ·	•					727,552.79
07/08/2014	17362	InterState Oil Compa	-split-		4,217.47			723,335.32
07/08/2014	17363	Rescue Fire Departm	6200 · Professional Ser		16,000.00			707,335.32
07/08/2014	1/304	River City Rentals-A	2010 · Accounts Payable		584.00	X		706,751.32

Register: $1000 \cdot Bank$ of America From 07/01/2014 through 07/31/2014 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	<u>C</u>	Deposit	Balance
07/08/2014	17365	The Sacramento Bee	2010 · Accounts Payable		2,404.12	X		704,347.20
07/08/2014	17366	State Board of Equali	2010 · Accounts Payable		285.50			704,061.70
07/08/2014	17367	Verizon Wireless	-split-		1,560.43			702,501.27
07/08/2014	17368	West Coast Frame/C	2010 · Accounts Payable		1,938.03			700,563.24
07/10/2014	EFT	P.E.R.S. ING	-split-	PR14-7-1 Conf	5,983.93			694,579.31
07/10/2014	EFT	P.E.R.S. Retirement	-split-	Conf# 1000446	81,064.55			613,514.76
07/10/2014	EFT	P.E.R.S. Retirement (6000 · Salaries & Wag	Conf# 1000446	3,591.24	X		609,923.52
07/10/2014	EFT	P.E.R.S. Retirement (-split-	Conf# 1000446	2,941.70	X		606,981.82
07/10/2014	EFT	ADP (FSA)	2031 · FSA-Dependent		134.61	X		606,847.21
07/10/2014	PR14-7-1	Payroll - Taxes	2021 · Federal Tax Wit	Taxes	57,833.23	X		549,013.98
07/10/2014	PR14-7-1	Payroll - Direct Depo	2021 · Federal Tax Wit	Direct Deposit	182,419.29	X		366,594.69
07/10/2014	PR14-7-1	Payroll - Checks	2021 · Federal Tax Wit	Payroll Ck#919	4,854.25	X		361,740.44
07/10/2014	PR14-7-1	Payroll - Checks	2021 · Federal Tax Wit	Payroll Ck#920	3,299.51	X		358,440.93
07/11/2014	EFT	Nationwide Retireme	-split-		14,663.14	X		343,777.79
07/14/2014		Deposit	1110 · Accounts Recei	Deposit		X	44,941.24	388,719.03
07/14/2014		Deposit	1110 · Accounts Recei	Deposit		X	850.00	389,569.03
07/14/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		212.86	X		389,356.17
07/15/2014	EFT	Bank Charges	6190 · Office Supplies	Bank Charges	150.51	X		389,205.66
07/16/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		26.59	X		389,179.07
07/18/2014		ADP	6200 · Professional Ser		272.71	X		388,906.36
07/18/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		10.00	X		388,896.36
07/18/2014	EFT	ADP (FSA)	-split-		458.97	X		388,437.39
07/22/2014		Transfer from County	1072 · Fund Balance	Deposit		X	1,070,304.84	1,458,742.23
07/23/2014	17369	Wells Fargo Bank	2026 · EDH Associate	Payroll Deducti	2,030.60	X		1,456,711.63
07/23/2014	17370	Chase Bank	2029 · Other Payable	Pipes & Drums	450.00	X		1,456,261.63
07/23/2014	17371	All Clean Commerci	6120 · Housekeeping		688.00			1,455,573.63
07/23/2014	17372	A T & T Wireless	$6110 \cdot Communication$	Cell Phones	283.69	X		1,455,289.94
07/23/2014	17373	Burkett's	-split-		173.50	X		1,455,116.44
07/23/2014	17374	Carbon Copy, Inc	-split-		92.78	X		1,455,023.66
07/23/2014	17375	El Dorado County A	$6200 \cdot Professional Ser$		9,165.71	X		1,445,857.95
07/23/2014	17376	Fred Russell (FDC)	2010 · Accounts Payable		1,760.00	X		1,444,097.95
07/23/2014	17377	G & O Body Shop Inc.	6140 · Maintenance of		100.00	X		1,443,997.95
07/23/2014	17378	EDH Marshall Famil	2010 · Accounts Payable		259.00			1,443,738.95
07/23/2014	17379	Motorola Solutions Inc	6140 · Maintenance of		337.17	X		1,443,401.78
07/23/2014	17380	Project Leadership A	-split-		5,440.00	X		1,437,961.78
07/23/2014	17381	Raleys	2010 · Accounts Payable		86.50	X		1,437,875.28
07/23/2014		Sacramento Fire Buff	6200 · Professional Ser		500.00			1,437,375.28
07/23/2014	17383	STC Development Inc.	2010 · Accounts Payable		2,190.54	X		1,435,184.74
07/24/2014	EFT	P.E.R.S. ING	-split-	PR14-7-2 Conf	5,983.93	X		1,429,200.81
07/24/2014	EFT	P.E.R.S. Retirement	-split-	Conf# 1000450	85,515.53	X		1,343,685.28

El Dorado Hills Fire Department

Register: $1000 \cdot Bank$ of America From 07/01/2014 through 07/31/2014 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	<u>C</u>	Deposit	Balance
07/24/2014	EFT	P.E.R.S. Retirement (6000 · Salaries & Wag	Conf# 1000450	3,658.16	X		1,340,027.12
07/24/2014	EFT	P.E.R.S. Retirement (6000 · Salaries & Wag	Conf# 1000450	2,313.60	X		1,337,713.52
07/24/2014	EFT	P.E.R.S. Retirement (6000 · Salaries & Wag	Conf# 1000450	824.02	X		1,336,889.50
07/24/2014	EFT	ADP (FSA)	-split-		169.61	X		1,336,719.89
07/24/2014	PR14-7-2	Payroll - Taxes	2021 · Federal Tax Wit	Taxes	70,597.36	X		1,266,122.53
07/24/2014	PR14-7-2	Payroll - Direct Depo	2021 · Federal Tax Wit	Direct Deposit	205,397.49	X		1,060,725.04
07/25/2014	EFT	ADP (FSA Service C	6200 · Professional Ser		88.28	X		1,060,636.76
07/25/2014	EFT	Nationwide Retireme	-split-		13,913.14	X		1,046,723.62
07/25/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		20.00	X		1,046,703.62
07/28/2014	EFT	Employment Develo	2029 · Other Payable	Conf#1-909-86	548.10	X		1,046,155.52
07/28/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		90.00	X		1,046,065.52
07/29/2014		Deposit	-split-	Deposit		X	172,142.29	1,218,207.81
07/29/2014	EFT	Business Card	-split-	Auth Rep Conf	1,006.10	X		1,217,201.71
07/29/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		41.16	X		1,217,160.55
07/30/2014	EFT	ADP (FSA)	2032 · FSA-Medical C		10.00	X		1,217,150.55
07/31/2014	EFT	ADP	6200 · Professional Ser		267.67			1,216,882.88
07/31/2014	EFTY	ADP (FSA)	$2031 \cdot FSA\text{-}Dependent$		310.00			1,216,572.88

Citygate Associates, Inc.

Fiscal Peer Review of Annexation Proposal

El Dorado Hills Fire Department

and

Latrobe Fire Protection District

To view this document:

visit www.edhfire.com

About us>Board of Directors>Board Documents>Meeting Packets>2014

El Dorado Hills County Water District Wilson Way El Dorado Hills, Ca.

To Chief Roberts and Board President Winn;

For the reasons below, the Board should request LAFCO to delay action on the annexation request pending before them on August 27,2014.

In 2013 and 2014 the Fire Board was requested to explain to district citizens how they benefit from the Latrobe annexation. The verbal and whitepaper responses alluded to an enhanced Latrobe as a neighboring department in time of mutual need. Later, Local 3604, IAFF requested a fiscal analysis of the Latrobe annexation before LAFCO approval of the annexation. The Board justified delaying a peer review of the proposed annexation, to save money. The board did approve an \$18,000 contract with Citygate Associates on June 19,2014. A nine-page report, referred hereafter referred to as 'the report', concerning fiscal and operation details was delivered by Citygate dated July 24, 2014.

The report states the annexation proposal is reasonable. The report however provides little objective information as to that conclusion. Further the late date of the request and later report disallows adequate discussion prior to LAFCO consideration. Further, Citygate had in its possession significant Latrobe and EDHCWD data prepared for LAFCO in 2010¹, none of which is referred to in the current report.

Significant quantitative work measures that impact service and costs are not included in the report as noted below.

The Citygate Report asserts the EDHCWD is in outstanding fiscal condition to absorb the annexation. That alone implies the added Latrobe revenue is not adequate to support the changes. However in Citygate 2010 report it labeled EDH finances as 'adequate' not outstanding.

The EDHCWD reserves and financial picture is not what the report asserts. It cites a reserve of \$21,000,000. It does not address a declining reserves balance, qualified reserve restrictions of \$7,000,000, foreseeable liabilities such as, the outstanding fiscal responsibilities including the Station 84 that is at least \$1.9 million over budget of \$3 million. It does not address the unfunded liability of the CALPERS retirement, the proposed concept of a \$3 million training facility, the cost of creating a reliable EDH 911 system, the underfunded and inadequate emergency medical services on the western slope serving EDH citizens.

 $^{^{1}}$ Citygate Associates, LLC. Fire and Emergency Service Study for the El Dorado LAFCO, May 13,2010.

The report does not closely analyze the Latrobe annual operational costs. It acknowledges a \$63,000 annual Latrobe operations deficit, based upon the EDHCWD proposed first year budget, but does not identify the recurring costs absorbed by EDHWD to enhance the deficient Latrobe service level and equipment. It does not included foreseeable near-term costs or project the added labor costs should Latrobe staff achieve union level certification. The report lacks credibility as it does not recognize pending liabilities or identify prospective costs in the annexation proposal.

The report asserts that EDH will benefit from a more functional and updated Latrobe fire organization as a neighbor. It will not be a neighbor but EDH-Latrobe Station 91 but without EDH service standards, comparable trained or full-time available staffing or equipment and no timetable for the implementation of such. Station 91 will be dependent upon Station 87 in most situations. The report asserts that in mutual efforts coordination will be better because of common standards but again with no time-table for implementing uniform standards.

Neither the report nor EDH fire addresses the consequence that any fire in the Latrobe area will no longer be a mutual aid situation for EDH. Such a fire will call upon whatever EDH resources are needed. Now in the nearly doubled geographic area 35 miles long from Folsom Lake to the Jackson highway the EDH resources literally can be stretched very thin.

In Citygate 2010 operational measures were the baseline. The new report does not identify the current levels of performance as a benchmark. Number and occurrence of calls, types of calls, response times, equipment useful life, are all absent in the report. The report does not project any level of performance for the Latrobe station or reference to county response standards. No objective facts are presented, as a base line from which to measure needs or goals, yet those same measures are called for in the report to be needed to assess future growth needs.² This is not an operational analysis.

The Citygate 2010 prepared for LAFCO on all county fire districts, included Latrobe. That report identified Latrobe as one of the under funded, inadequately staffed districts whose existing funding was unstable. It gave no cost estimate needed to upgrade to minimum acceptable services.³

The neither the report or the EDH plan identifies Latrobe's current call volume, type, and timing and how that will be addressed in the new arrangement during 800 to 1800 and after. The Citygate 2010 report said 60-70% of Latrobe calls were for mutual aid for Cameron Park and Amador County. ⁴ Call history will impact the

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² Citygate Associates, Fiscal Peer Review of Annexation Proposal, Page 9

³ Citygate, 2010, Page 85

⁴ Ibid, Page87

entire EDH workload, stretching resource distribution further and resulting overtime relative to station backup.

That 2010 Citygate Report stated Latrobe had a \$1.1 million immediate need for equipment to replace its ancient trucks. In 2014 EDH sold a surplus truck (8972) to Latrobe. Citygate acknowledges as adequate the now seven-year-old truck but asserts the proposed annual budget allocates an adequate percentage for equipment replacement. However that dollar amount (\$2750) does not match the amount proposed (\$60,000) in the 2010 report. There were no adequate reserves in 2010 or now to provide the needed equipment. Hence a truck not adequate for EDH now becomes adequate for Station 91 (Latrobe) and allegedly a valuable resource for EDH as backup. EDH citizens will have to fund this soon needed replacement.

Further the EDH plan calls for building a new staffed 24/7/365 Latrobe Station at Hefrin and Dodson with no projected cost. EDH newest Station 84 costs will be well above \$5,000,000.

The report accepts the EDH supervision plan that the new revenue will pay an EDH trained Administrative Captain for 40 hours per week, but still utilize the Latrobe transition coordinator for 30 hours at a much lower pay grade and probably lower morale. No officer rank is on scene to address the remaining 98 hours after 1800 and before 800 hour seven days a week. The remaining 98 hours rely upon volunteers, which Citygate 2010 skeptically minimizes as an unreliable resource. Citygate 2010 identifies the critical importance of trained staff and experienced leadership on all calls for citizen and fireman safety but other then 40 hour per week it is not in the cards for Latrobe.

The report disregards that the added 12% to Latrobe revenue of \$263,000 will be totally absorbed by the labor costs of the new Administrative Captain allowing for little else. This captain will also handle fire prevention matters and drive the truck if a driver is not available. This multi-purpose Captain is a paper-thin cover for the many promised services befitting the Latrobe citizens.

The report asserts that EDH will furnish a Battalion Chief for emergency situations. This position was recently re-instated at higher costs to EDHWD, absorbing existing Captain personnel into that rank, one per shift. This role will be diluted in case of multiple emergencies during a shift in the expanded 76 square miles. What overtime costs will be incurred for such multi-tasking. Citygate mimics the EDH plan that all supervision can be diluted as needed without consequences.

A reader of the report can only concludes it does not analyze the costs or operational standards of the proposed annexation. A serious analysis needs measurable goals and operational facts that identify costs to be borne by EDH taxpayer. These are absent in both the EDHCWD proposal and the report. These

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⁵ Ibid, Page 7

facts were repeatedly asked of the EDH Fire Chief and Board by a citizen but with no replies.

Further a Latrobe citizen who reads the report should ask what benefit accrues to them. In exchange for \$370,000 of their retained tax dollars the retain their current service level, keep a surplus EDH fire truck, have new logos on the truck and have a highly paid 'Captain' forty hours a week. They also receive promises of improved service from undefined training.

I respectfully request the Board reject the report as incomplete. It should request specific information as to cost to be absorbed by EDHCWD taxpayers in this annexation so a fiscal analysis is actually made. It should project a time-line as to when the level of training will elevate Latrobe staff skills compatible to that of EDHCWD and provide the asserted joint operations compatibility. As to the Latrobe operational analysis, Citygate Associates should address the unanswered impacts identified above.

Respectfully submitted

Richard Ross, Citizen, El Dorado Hills, Ca.

Cc: President, Local3604, LIAFF, El Dorado Hills,



MONTHLY ACTIVITY REPORT



JULY 2014

ALARM STATISTICS

282	Calls July 2014
243	Calls June 2013
1,683	Total "2014 Year to Date"
1,603	Total "2013" Year to Date"
85%	Unit Response, 10 Minutes (before exception reports)
88%	Medic Unit Response, 11 Minutes (before exception reports)

*72 consecutive months in compliance.





Monthly Response Time Statistics

Jan- 2014	6 min	<u>7 min</u>	<u>8 min</u>	Average	July-2014	<u>6 min</u>	<u>7 min</u>	8 min	Average
Station 84	88%	94%	91%	05:08	Station 84	83%	93%	93%	06:05
Station 85	77%	95%	95%	05:10	Station 85	88%	79%	97%	06:14
Station 86	71%	100%	71%	06:41	Station 86	100%	90%	80%	06:12
Station 87	84%	80%	88%	05:45	Station 87	100%	82%	100%	05:08
Feb-2014					Aug-2013				
Station 84	94%	87%	89%	05:57	Station 84	74%	96%	96%	05:19
Station 85	85%	92%	92%	05:10	Station 85	97%	100%	100%	04:31
Station 86	76%	76%	76%	07:09	Station 86	50%	50%	70%	07:10
Station 87	68%	92%	96%	05:21	Station 87	76%	84%	88%	05:28
<u>Mar-2014</u>					Sept-2013				
Station 84	77%	90%	90%	05:49	Station 84	81%	75%	93%	05:54
Station 85	93%	86%	93%	04:53	Station 85	84%	100%	92%	06:04
Station 86	83%	100%	83%	07:24	Station 86	88%	72%	72%	06:52
Station 87	90%	90%	90%	05:13	Station 87	65%	100%	95%	04:55
<u> April-2014</u>					Oct -2013				
Station 84	82%	94%	76%	06:02	Station 84	85%	92%	92%	05:30
Station 85	92%	96%	92%	05:22	Station 85	71%	71%	83%	06:12
Station 86	62%	87%	87%	06:26	Station 86	75%	94%	100%	04:37
Station 87	64%	94%	94%	05:04	Station 87	85%	100%	100%	05:26
May-2014					Nov-2013				
Station 84	80%	93%	93%	05:05	Station 84	96%	96%	100%	04:11
Station 85	92%	100%	86%	05:28	Station 85	76%	87%	84%	06:10
Station 86	90%	80%	80%	06:29	Station 86	67%	100%	67%	06:36
Station 87	87%	93%	100%	05:26	Station 87	80%	80%	95%	05:59
<u>June-2014</u>					Dec-2013				
Station 84	75%	92%	96%	04:58	Station 84	84%	92%	88%	05:54
Station 85	73%	90%	97%	04:47	Station 85	~80%	75%	75%	05:30
Station 86	32%	68%	79%	06:19	Station 86	66%	83%	88%	06:25
Station 87	63%	84%	95%	05:03	Station 87	80%	84%	84%	05:38

Note: The target of a 6 minute response time to 90% of code 3 emergency calls (a lights and sirens, 911 emergency) was adopted by past administrations and Board of Directors based on NFPA 1710 guidelines. The NFPA 1710 sets these guidelines based on statistics that both fires and critical medical emergencies have the best outcome if contact is made within this time frame. Fire stations were strategically located throughout the District with this target in mind. It is important to note that there are several factors that can affect the 6 minute response target such as having to put on safety gear, responding to calls during the night or not being in quarters at the time of the call.





Latrobe Response by Month

"Your Safety, <u>Our</u> Commitment"

January -2014	Total-1 1 - EMS	July -2014	Total – 3 2 – MVA 1 – Hazard Cond.
February - 2014	Total – 5 1 – Debris Pile 1 – False Call 1 –Vegetation 2 - EMS	August -2014	Total-
March - 2014	Total - 3 1 – Haz. Condition 1 – Lockout	September -2014	Total -
April - 2014	1 - MVA Total - 1	October -201	Total -
Арт - 2014	1 -EMS	<u>October -201</u>	Total -
May - 2014	Total - 2 1 - EMS 1 - Vegetation	November -2014	Total -
June - 2014	Total - 6 3 -EMS 1 -MVA 1 -Vegetation 1 - Res. Structure	December - 2014	Total -

• Contract with Latrobe Fire Department to provide service to all code 3 emergency calls 24/7 started March, 2012



QUARTERLY TRAINING REPORT APRIL - JUNE 2014 "YOUR SAFETY ... OUR COMMITMENT"

TRAINING HOURS

Category Hours

Paid Training 3,948.04
Wellness Training (All)
Volunteer Training 526.73
TOTAL 5,105.77

SIGNIFICANT TRAINING

- Area Familiarization in Rescue and Latrobe
- RT130 Qualifications
- Wildland Fire Attack performance standards
- I-Zone Deployment Drills
- P.A.T.S. Training Paramedic Annual Training Skills
- New Four Gas Detector
- Company Wildland Hose Evolutions
- Off Road Driving
- WUI Drills Rescue and Latrobe Area
- Foam Application



QUARTERLY PREVENTION REPORT APRIL - JUNE 2014 "YOUR SAFETY ... OUR COMMITMENT"

Marshall Cox

Marshall Cox has been hired to take the place of Wally Jukes at his expected retirement this December. The two will cross train for the rest of this year. We are excited to have Marshall on board the team.

Public Education

- > Fire station tours (38)
- ➤ Public education activities (37)

Juvenile Fire Setter Program

➤ No juveniles have been counseled during this quarter. Two referrals came to the Department but the families elected not to complete the counseling.

Fire Investigations

- ➤ Jukes and Lilienthal investigated Holiday Inn Express Fire \$500,000 dollar loss (April 25th)
- ➤ Lilienthal and Jukes investigated the Cook's Collision Fire (May 21st)
- Lilienthal investigated a rubbish fire at Beatty and Powers (June 3rd)
- Lilienthal and Jukes investigated a fence fire at 3026 Trieste (June 4th)

Buckle Up Baby

➤ Buckle Up Baby Program (10 installations)

Vacant Lot Program

- > We expanded the program this year.
- ➤ There are a few lots still being resolved but 98% of the program is complete.
- > 43 properties were abated by the Fire Department.

Hazard Reduction Program

> The program has been completed for 2014.

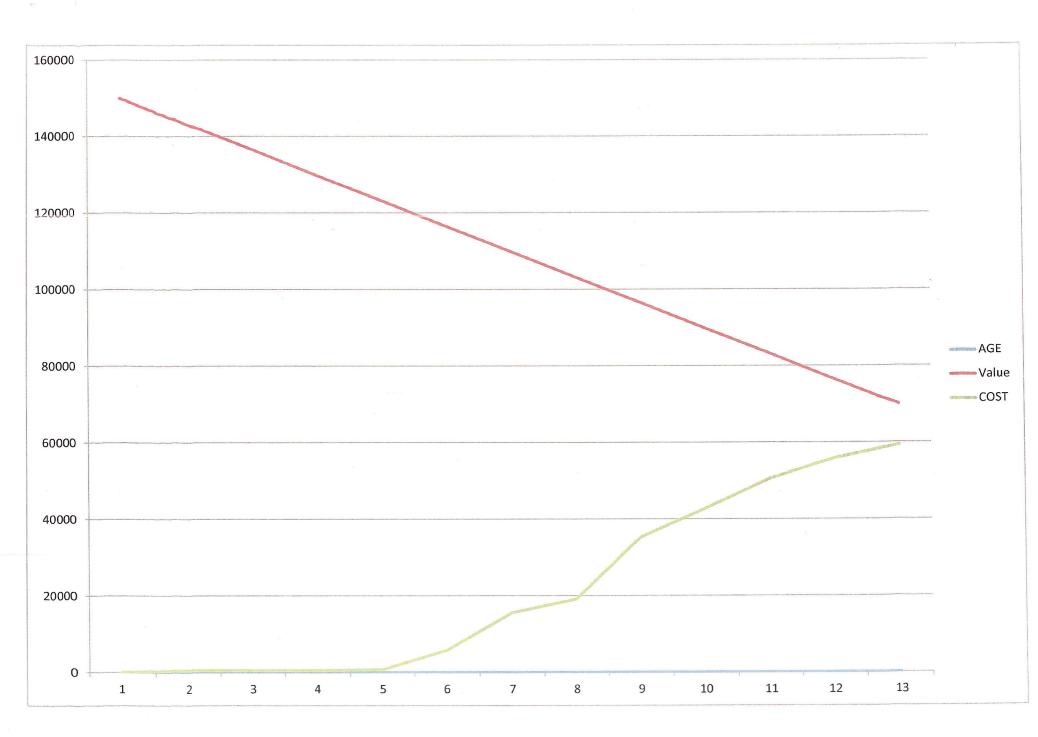
Fire Safe Council

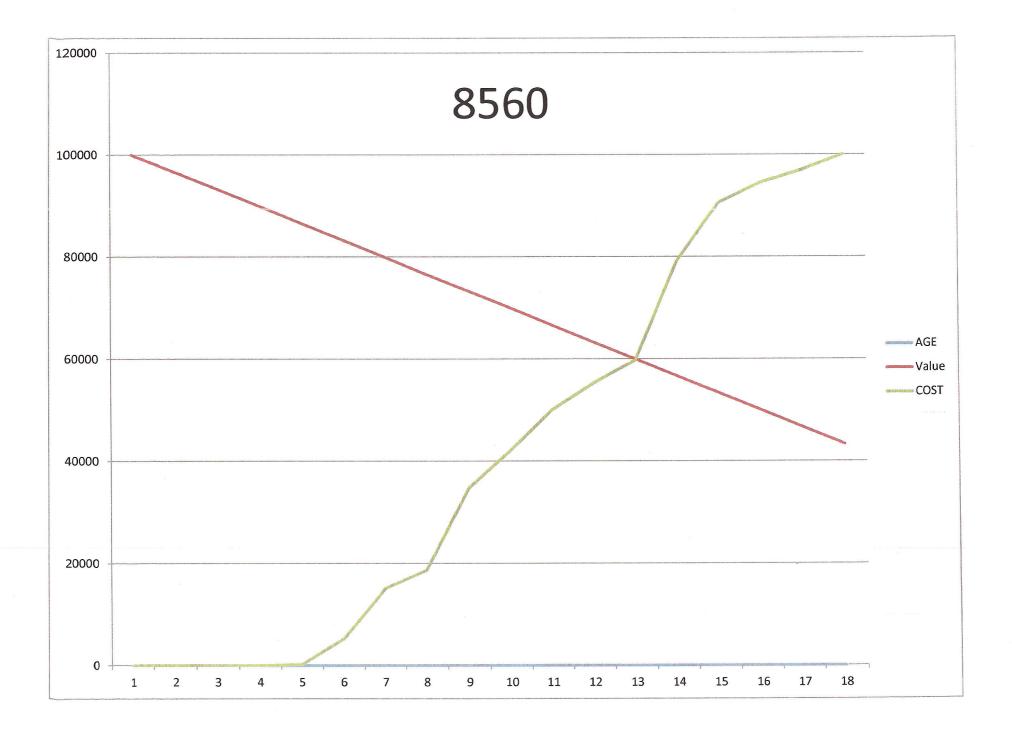
- Southpointe and Lakeridge Oaks have joined the Lakehills Fire Safe Council.
- Community Wildfire Protection Plan (CWPP) is underway for Lakehills.
- > Firewise status is underway for Southpointe.

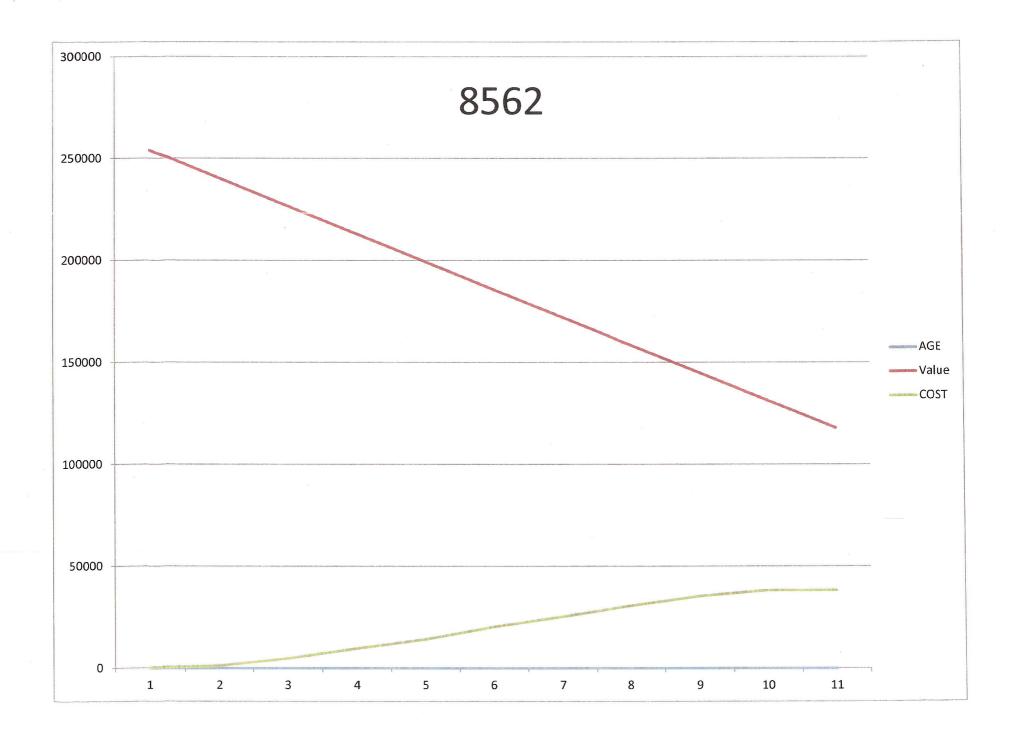
Maintenance Costs And Depreciation

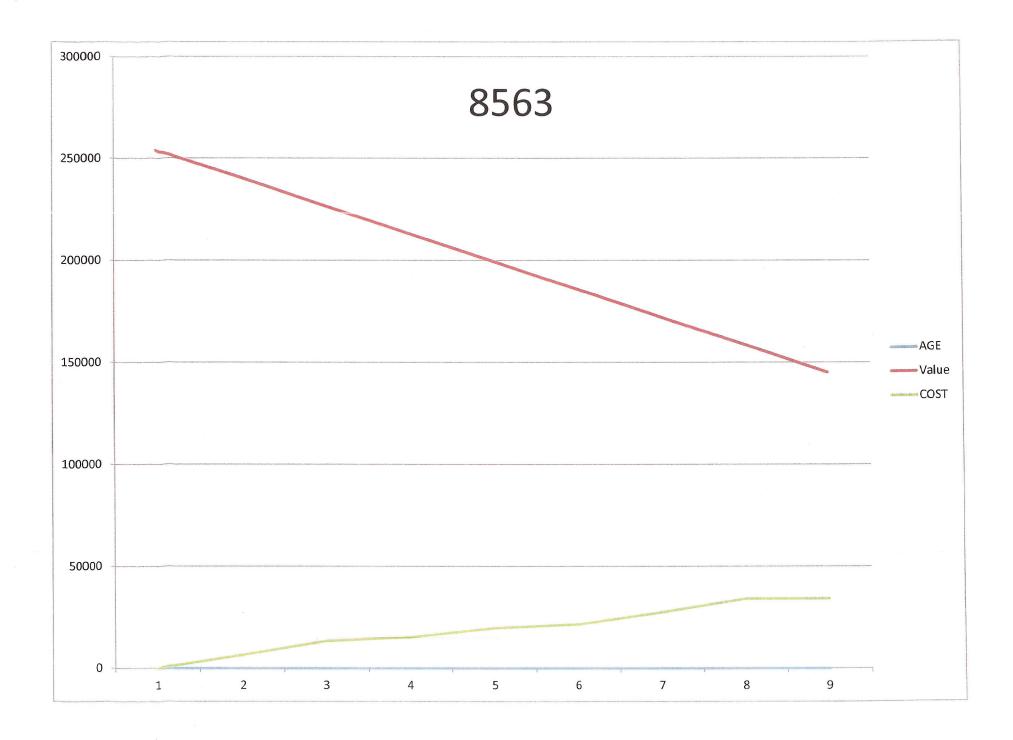
As of 6/30/2014

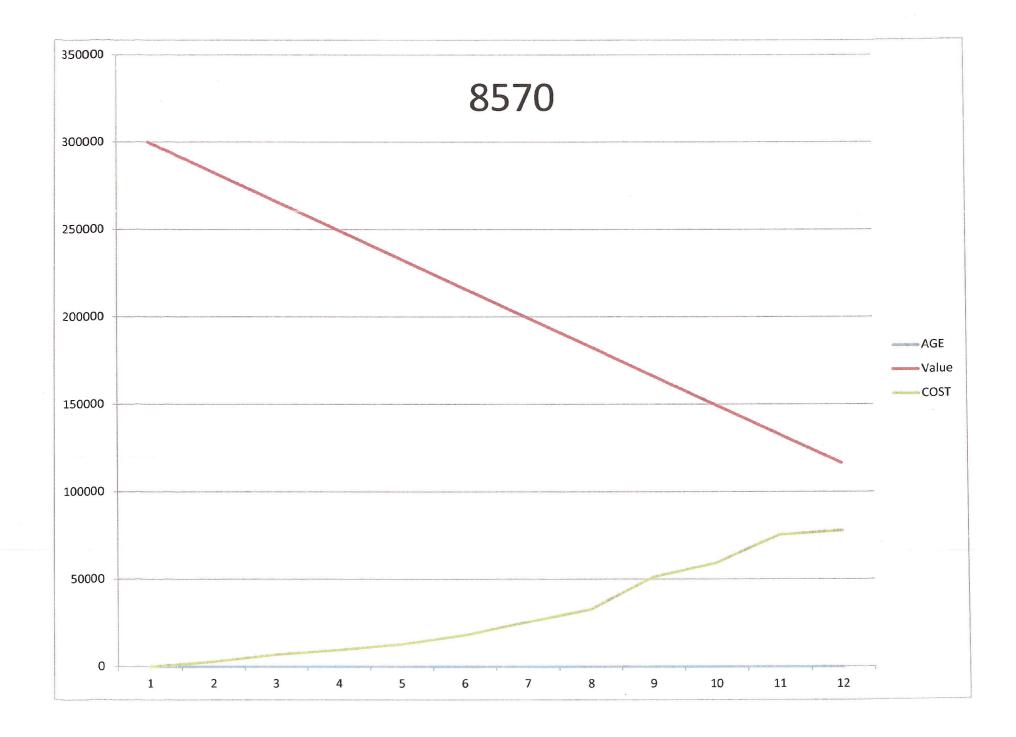
For all apparatus over 5 years old

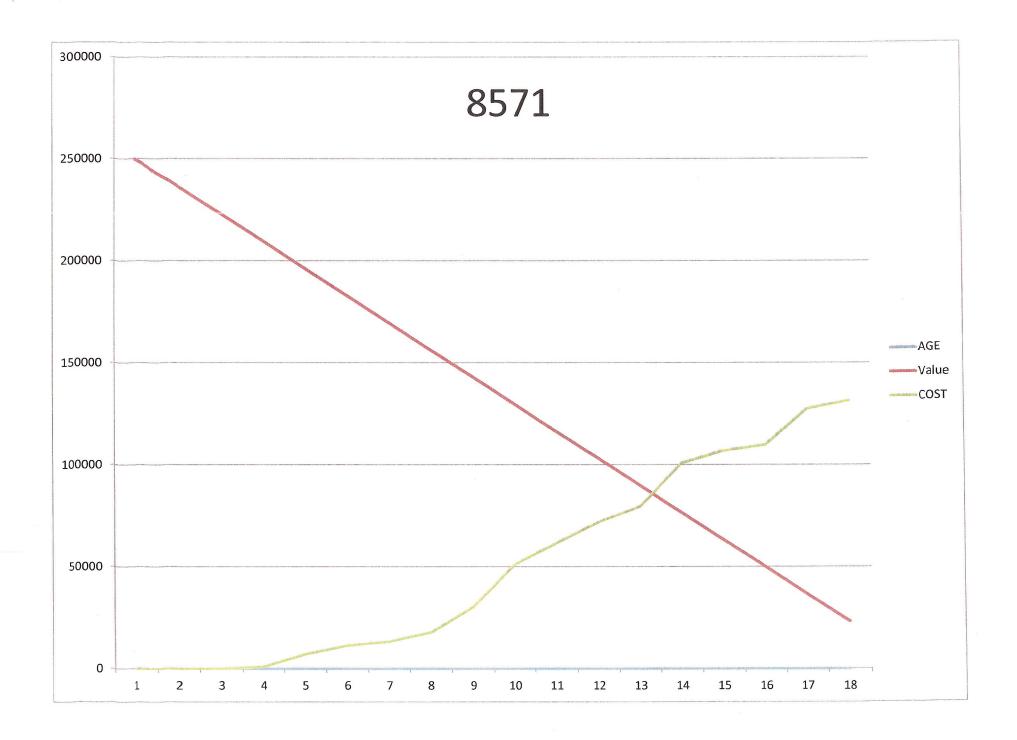




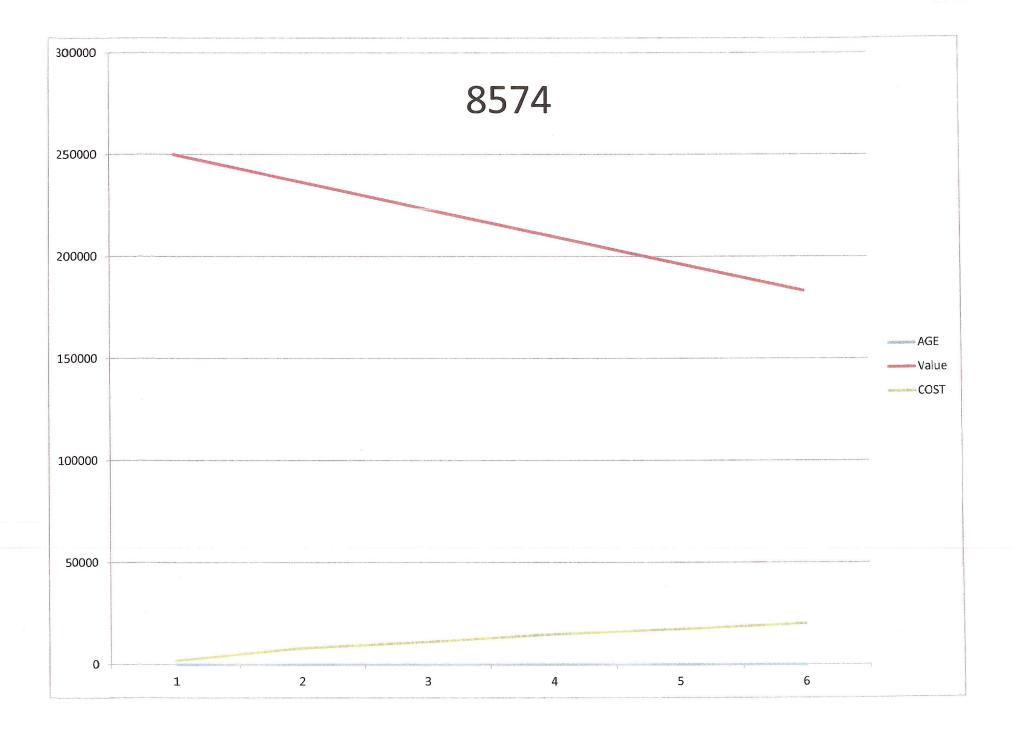












Days Out of Service 2014

Eng#	Eng ID	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8551	A-85	1	/	3A	/	1	1							3
8560	E-284	1	/	/	/	13A	8							21
8562	E-287	4A	/	/	/	/	1							4
8563	E-286	1	/	/	/	/	1							0
8570	E-385	31	10	/	/	/	5							46
8571	E-85	1	1	/	4A	1	26							30
8572	E-387	/	1	/	/	/	/							0
8574	E-86	1	1	A8	22A	/	/							30
8576	E-87	/	1	/	3A	5A	/							15
8577	E-84	/	22	17	/	/	/							39
8590	T-85	4	1	/	1	14A	15A							34

Project	Location	Туре	Size	Process	Const.	Status
					Date	
Bass Lake K-8 School	Bass Lake	K-8 School	20 acres	Preliminary Design	Unknown	Preliminary Design
Bass Lake North	Sienna Ridge	Residential	89 lots, 38.74 acres	FIL	Unknown	FIL
Black Stone Villas	Black Stone	Multi-Family	19 bldgs,112 condos	Planning Approved	Unknown	Co. Planning Process
Blackstone W	Blackstone	Residential	204 homes	Planning	Unknown	Planning Approved 2.27.14
Blackstone X						Planning Approved 2.27.14
Blackstone V	Latrobe/Club View	Residential	70 lots, 10.08 acres	Planning Approved 5/8/14	Unknown	Planning Approved 5/8/14
Carson Creek Corporate Center	Bus. Park	Commercial	99,900, 2 bldgs	In process	2011-12	Grading complete
Carson Creek Fitness	Carson Crossing	Commercial	5,000 square foot fitness center, pool, recreation. 4.9 acres	Planning	Unknown	Co. Planning
Carson Creek Unit 1	Carson Crossing	Residential/55 and older		Improvement Plans	3 months	Approved/Improveme nt Plans
Carson Creek Unit 2	Carson Crossing	Residential/55 and older	634 homes and two multi-family dwellings	Planning Approved	Unknown	Co. Planning
Carson Creek Unit 3	Carson Crossing	Residential/55 and older	140 homes on 19.37 acres	Planning/TM	Unknown	Co. Planning
Central El Dorado Hills	Pedegral, Station 85 South to Highway 50	Residential		Planning	Unknown	Specific Plan Draft 2
D'Artagnan Micro Winery	Rocky Springs Ct	Commercial	4 acres grapes. 1,800 square foot bldg.	Planning	Unknown	Co. Planning Process
Diamonte	Malcom Dixon Rd	Residential	8 parcels	Planning	Unknown	Co. Planning Process
Dixon Ranch	Green Valley Rd	Residential	605 (Revised Dec. 2012)	Planning/Updated FIL 6/23/14	Unknown	Co. Planning Process

El Dorado Hills Apartments	Town Center	Residential/Parking	5 story parking	TAC 3/17/14	Unknown	Co. Planning Process
	(empty field)	Garage	garage			
	APN 121-290-60		4 story apartment			
			250 units, 4.57 acres			
El Dorado Hills Body Shop	Town	Commercial	1 Bldg – Approx.	Planning	Unknown	Planning Commission
	Center/Rossmore		14904 square feet	Commission on		approved 3/13/14
	Lane			3/13/14		
El Dorado Hills Dog Park	At CSD Park	Dog Park	39.5 acres	Planning	Unknown	Planning
El Dorado Hills Retirement	Town Center West	Residential Care	130 units	Planning Approved 6/12/14	Unknown	Co. Planning Process
El Dorado Springs 23	White Rock Across	Residential	49 lots on 21.65	Wildfire Safe	Unknown	Co. Planning Process
	4 Seasons		acres	Plan/TAC 6.16.14		
EID – ATT Cell Tower	Cabrito Dr.	Cell Tower	65' Mono Pine	Planning	Unknown	Co. Planning Process
Francisco/ Green Valley	Francisco/ Green	Commercial	3 buildings 32,000	Resubmitting to	Unknown	Co. Planning Process
	Valley			Planning		
Golden State Flow	Golden Foothill	Commercial	10,920	Plan Review	2011-12	Construction Pending
Measurement	Pkwy			Complete		
Green Valley Convenience	Sophia/Green	Commercial	Fuel Station,	Planning	Unknown	Co. Planning -
Center	Valley Rd.		convenience store,			Comments
			fast food, car wash			
Green Valley Nursery	Green	Commerical	Nursery	Approved at	Unknown	Approved at Planning
	Valley/Shadowfax			Planning 3.27.14		3.27.14
Hansen Parcel Split (Latrobe)	6740 South Shingle	Residential Parcel	4 lots	Conceptual Review	Unknown	Co. Planning
	Rd	Split 4x4				Comments
La Cresta Woods	Wilson/Lago Vista	Residential	24 lots	FIL	Unknown	Planning
Lakehills Verizon Cell Tower	Lakehills Church	Cell Tower	Cell Tower	Construction	Unknown	Construction
Lakehills ATT Cell Tower	Lakehills Church	Cell Tower	Cell Tower	Planning	Unknown	Planning Comments
Lesarra	Valley View	Residential/ Multi	7 Buildings	Framing	Unknown	Under Construction
		Family				
Lime Rock Valley	South East Marble	Residential	740 acres	Planning	Unknown	Specific Plan Draft 2
	Valley Area		800 Res. Lots			
Marble Valley	South Bass Lake	Residential/Commerc	2341 acres	Planning	Unknown	Specific Plan Draft 2
		ial	3236 Res. Lots, plus			
			commercial			

Miginella	Salmon Falls/Kailia Way	Residential	8 lots	Planning	Unknown	Planning Approved 2.27.14
No Name = APN 115-040-16	North of Hawk View off Bass Lake	Residential Lots	114 lots	FIL Letter	Unknown	Planning
Pedegral	Below Ridgeview	Residential	unknown	Planning	Unknown	NOP
Porter	Golden Foothill Pkwy	Commercial	6,075	One building complete. 2 nd building unknown	2011-12	Under construction
Promontory Lot H Unit 1 & 2	Beatty	Residential		Final Map 11/5/13	11/5/13	BOS - final
Promontory Village 8 APN 124- 400-01	Promontory	Residential Lots	63 lots	Planning	Unknown	Planning 1/23/14
Ridgeview Village Unit 9	Beatty	Residential	49 lots	Planning	Unknown	Planning Commission
Ridgeview West Unit 4 APN 120-700-07	Via Barlogio at Via Trevisio	Residential Lots	20 lots	FIL Letter	Unknown	Planning
Promontory Lot D1	Sophia/Alexandria	Residential	63 lots	Planning	Unknown	TAC on 9/23/13
Rancho Dorado Subdivision	West Dead End of Wilson/Folsom Boundary	Residential	302 lots on 121.95 acres	FIL Letter/Wildfire Safe Plan Review	Unknown	Planning
Salmon Falls Road Verizon	Arroyo Vista/ Lake Vista Lane	Cell Tower	85' Monopine	Planning	Unknown	Co. Planning Process
Serrano J 5/6	Bass lake Rd	Residential	120 homes	Revision	Unknown	Revised Co. Planning. Comments
Serrano K 6	Greenview	Residential	74 homes	complete	2012	Construction in process
Serrano K1/K2	Greenview	Residential Lots	50 lots	Final Map 11/5/13	11/5/13	BOS - final
Serrano K-5	Green view	Residential	151 homes	Final Map	Early 2014	Final Map Process
Serrano Village A-14	Russi Ranch	Residential	54 lots	Planning	Unknown	Co. Planning Process
Serrano Village C-2	Country Club Dr	Residential	50 lots	Planning	Unknown	Co. Planning Process
Serrano Village D1	Meadow Wood	Residential	65 Lots	Planning	Unknown	Co. Planning Process
Serrano Village J Lot H	Serrano/Bass Lake	Residential Lots	75 lots	FIL Letter	Unknown	Planning
Serrano Westside	Near Raley's/ Serrano Parkway	Residential	unknown	Planning	Unknown	NOP
Sienna Ridge Road Realignment	Serrano Parkway	Road Realignment	N/A	Velum signed	Unknown	Planning

	and Bass Lake					
Summer Brook (Rescue)	Green Valley near	Residential	29 lots	TAC 7/7/14	Unknown	Planning
	Deer Valley					
Town Center West	Latrobe and White	Commercial	Unknown	Planning	Unknown	Co. Planning Process
	Rock Road					
Valley View Sports Park	Blackstone	Park		Plan Review	Spring	Plan Review
					2014	
Watermark La Reserve	Salmon Falls	Residential	4 homes	Hydrant Location	Unknown	Co. Planning Process
				Layout		
West Valley Unit 3B		Residential		Map Revision	Unknown	Co. Planning Process
West Valley 5B Unit 1	Blackstone	Residential		Final Map 11/5/13	11/5/13	BOS - final
West Valley Lot 6 & 7	Blackstone	Residential		Final Map 12/2013	12/2013	Co. Planning
Wilson Estates	Malcolm Dixon	Residential	28 homes on 28.18	BOS – DENIED 58 lot	Unknown	Co. Planning Process
			acres	plan on 10/2013.		
				TM Revised		
				5.220.14		
Windsor Point Park	Francisco/	Park	1.5 acres	Approved	Complet	Completed
	Schooner				e	



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT ENGINE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND

	Fire Protection District
1.	This agreement made and entered into by and between the El Dorado County
	Emergency Services Authority (hereinafter referred to as "JPA"); and the
	Fire Protection District (hereinafter referred to as
	"Contractor"), whose principal place of business is:
	·

RECITALS

- 2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
- 3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
- 4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
- 5. WHEREAS, Member Agency agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
- 6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services with the County of El Dorado, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County and that the Medical Director has the authority for establishing the required medical equipment, medication inventories, and medical protocols; and

- 7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
- 8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
- WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

SERVICES TO BE PROVIDED

- 10. The JPA and Contractor mutually agree as follows:
 - A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
 - B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
 - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
 - C. Contractor shall not advertise itself or the responding personnel as providing advanced life support services unless routinely providing advanced life support services on a continuous twenty-four (24) hour-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

STANDARDS

11. Contractor shall, when applicable, meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California

Code of Regulations, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, and any other applicable statute, ordinance, and resolution regulating Advanced Life Support services provided under this Agreement. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

 Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

COMMUNICATION

- 12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.
 - The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

PERSONNEL REQUIREMENTS

- 13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed.
 - A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
 - B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
 - C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)* and Pediatric Advanced Life Support (PALS)* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.
 - * Per American Heart Association Guidelines.
 - D. The Contractor agrees that paramedics shall receive training and maintain their

accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the EI Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by EI Dorado County Ambulance Billing as soon as practical following the provision of services.

14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

QUALITY IMPROVEMENT & QUALITY ASSURANCE

- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
 - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
 - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

MUTUAL AID & DISASTER

16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.

17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

EQUIPMENT, POLICY & PROCEDURE

- 18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.
 - Policies and Procedures shall be reviewed and approved by the Contractor, the JPA, and the EMSA annually. Changes or amendments in the policies and procedures shall be reviewed by the Member Agencies prior to adoption and copies of any changes to the policies or procedures shall be provided to the Member Agencies within 48 hours of adoption.
- 19. Contractor shall possess and agree to maintain adequate drug and solution inventory, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual and per Contractor Policy relating to those drugs and/or narcotics requiring 24-hour control and lock up.
 - The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
 - Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.

REPORTING

- 20. Contractor personnel shall utilize the El Dorado County "Pre-Hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.
- 21. Contractor shall be furnished with JPA Report forms which shall be provided to the Contractor's personnel for the purpose of recording unusual, significant, Sentinel, or other peculiar events. The Contractor shall return properly executed reports to the JPA by the next business day. The Contractor shall ensure that its personnel understand and utilize such forms and reporting systems.
- 22. JPA shall provide to Contractor a list of CSA No. 7 owned fixed assets assigned to the Contractor no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The JPA will also provide the Contractor with a list of JPA owned fixed assets. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.

23. In the event that there are unallocated/missing items, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the JPA Executive Director along with the signed off inventory list. The JPA Executive Director will submit a list of any missing items to the JPA Board of Directors and request Board direction on any action to be taken.

CHANGES & DURATION

- 24. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized boards and fully executed by duly authorized officers of the parties hereto.
- 25. This Agreement is subject to termination by mutual agreement, initiated by either party, for any reason during the term of the Agreement. Termination of this Agreement may be initiated by providing written notice to the other party of intent to cancel at least 30 days prior to termination date.
- 26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
- 27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
- 28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1st of each year for continuation of service.
- 29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

<u>JPA</u>	<u>Contractor</u>
480 Locust Road	
Diamond Springs, CA 95619	
Attn: Executive Director	

INDEMNITY

- 30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, JPA employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
- 31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

INSURANCE

- 32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
 - A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with the Contractor's business.
 - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
 - E. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at

least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

ADMINISTRATION

- 33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
- 34. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
- 35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
- 36. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
- 37. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
- 38. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.
- 39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written.

	Date
For the JPA	
	Date
For Contractor	

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND

Fire Protection District

Th	is HIPAA Business Associate Agreement Amendment ("Amendment") entered into by
the El Do	rado County Emergency Services Authority (hereinafter referred to as "the JPA") and
	Fire Protection District (hereinafter referred to as "Business
Associate	e"") supplements and is made part of the Business Associate Advanced Life Support
Engine Ag	greement. ("Underlying Agreement") as of the date of approval by the parties (the
"Effective	Date").

RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. <u>Definitions</u>. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

- 2. <u>Scope of Use and Disclosure by the Business Associate of County Disclosed</u> PHI.
 - A. The Business Associate shall be permitted to use PHI disclosed to it:
 - (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate . The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
 - (a) The disclosure is required by law; or
 - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
 - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
 - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County. .
 - C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.
- 3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
 - (1) The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) The JPA agrees to provide to JPA or an Individual, within sixty (60)

- days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
- D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
- F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that JPA would be prohibited from making.

5. Obligations of JPA.

- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
- B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
- C. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.
- D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
- E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this

Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

The Business Associate shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of the Business Associate, its officers, employees. subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the Business Associate, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. The Business Associate shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Amendment shall in no way limit or circumscribe the Member's obligations to indemnify and hold harmless the JPA herein from third party claims arising from the issues of this Amendment.

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

- 8. <u>Amendment.</u> The parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for JPA to comply with the Privacy Rule and HIPAA generally.
- 9. <u>Survival.</u> The respective rights and obligations of this Amendment shall survive the termination or expiration of this Amendment.
- 10 <u>Regulatory References.</u> A reference in this Amendment to a section in the Privacy Rule means the section as in effect or as amended.
- 11. <u>Conflicts.</u> Any ambiguity in this Amendment and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
- 12. Except as herein amended, all other parts and sections of this Agreement with the Business Associate, shall remain unchanged and in full force and effect.



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND FIRE PROTECTION DISTRICT

1.	This Agreement made and entered into by and between the El Dorado County
	Emergency Services Authority (hereinafter referred to as "JPA"); and the
	Fire Protection District (hereinafter referred to as "Contractor"), whose principal
	place of business is

RECITALS

- WHEREAS, the JPA is responsible for providing Advanced Life Support [ALS] prehospital medical care within its jurisdiction, in compliance with the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado [Master Contract]; and
- 3. WHEREAS, Contractor desires to provide ALS services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and
- 4. WHEREAS, the Contractor, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and
- 5. WHEREAS, the JPA and the Contractor agree that it is necessary to clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current Contractor Contract; and
- 6. WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and
- 7. WHEREAS, Contractor agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; the Contract for Pre-hospital Advanced Life Support and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado

- County Trauma Plan, and applicable agency, State or local statutes, ordinances or regulations; and
- 8. WHEREAS, the EI Dorado County EMS Agency Medical Director, [EMSA MD] through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and
- 9. WHEREAS, the JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
- WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and
- 11. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and Contractor is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
- 12. Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SCOPE OF SERVICES

- 13. Contractor agrees to provide full service ALS Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the JPA.
- 14. Contractor shall provide pre-hospital ALS service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167. Part-Time Advanced Life Support (PTALS) providers are exempt from this provision.

- 15. Contractor shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, and any other applicable statute, ordinance, and resolution regulating ALS services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement.
 - In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
- 16. This Agreement is for pre-hospital ALS services provided in the primary response area of El Dorado County known as CSA No. 7. Contractor shall be responsible for providing pre-hospital ALS services for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
- 17. Contractor shall ensure that personnel shall be familiar with local geography throughout the primary response area.

SERVICE STANDARDS

- 18. Contractor shall respond to requests for emergency medical services from the designated dispatch center. If an ALS unit responds to an emergency medical service without authorization from the designated dispatch center the ALS unit shall notify the dispatch center immediately of such response.
- 19. Contractor shall immediately respond to requests for emergency medical service to the address or place given unless diverted by the designated dispatch center.
- Contractor shall promptly respond an ALS ambulance to the emergency call unless diverted by the designated dispatch center pursuant to the JPA's System Status Management Plan.
- 21. Paramedic[s] shall notify the designated dispatch center when in route to, upon arrival at scene, upon departure from the scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
- 22. Paramedic[s] shall notify the base hospital and give a report on patient status, treatment given, and shall communicate current and ongoing patient assessments to the Base Hospital, and collaborate with Base Hospital in the provision of care, and follow physician or MICN direction as instructed.

- 23. If contact with the base Hospital is not obtainable, the Paramedic[s] shall operate under El Dorado County Treatment Protocols.
- 24. In the event that Contractor is unable to respond to a request for an ambulance, the Contractor shall immediately notify the designated dispatch center.
- 25. Contractor shall not advertise itself or the responding unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hour-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
- 26. Contractor shall meet the maximum response time criteria as established in the Master Contract.
- 27. Contractor shall implement said ALS services as a part of the JPA's response system within the Primary Response Area, and adhere to a System Status Management Plan developed by the JPA at all times during the term of this Agreement.
- 28. The Contractor shall abide by the policies and operating procedures set forth by the JPA to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

Standby and Special Event Coverage

A. Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the Contractor may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request non-dedicated standby ambulance coverage for special events from the Contractor. The Contractor is encouraged to provide such non-dedicated stand-by coverage to events when possible.

The Contractor will offer such non-dedicated standby ambulance services at no charge.

B. Dedicated Standby Ambulance Service

Community service oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the Contractor. Each dedicated standby ambulance service event shall have a two-hour minimum.

The Contractor will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The Contractor is hereby authorized by JPA to execute any necessary contracts for these services with the requester of services. Contractor shall secure all billing information required by County so that County can bill the responsible parties for such services, and provide to the JPA a copy of any such contract and required billing information.

DESIGNATIONS

- 29. The designated base hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated base hospital for County Service Area No. 7 is Marshall Hospital.
- 30. The designated dispatch center for County Service Area No. 7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher. Contractor shall respond to requests for pre-hospital ALS services from the designated dispatch center.

PERSONNEL

- 31. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Contractor shall ensure that EMT personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide pre-hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.
 - A. Contractor shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee, Contractor shall provide a copy of such records of certification and/or accreditation to the JPA.
 - B. Contractor shall ensure that all personnel will not use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
- 32. Contractor shall maintain a minimum ambulance staffing level of not less than one (1) EMT and one (1) Paramedic.
- 33. In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT and qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

- 34. Contractor shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
- 35. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the JPA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
- 36. Contractor shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.
- 37. Contractor shall conduct annual written performance evaluations on each employee with regard to their medical duties and performance.
- 38. Contractor shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.
- 39. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
- 40. The Contractor will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions.
- 41. The Contractor shall not make a final decision on its employees' Workers Compensation and/or PERS industrially related disability retirements involved with the conduct of duties described in this Agreement until notice is given to the JPA of the District's intent.
 - a. JPA shall have forty-five (45) days after the notice of intent to respond to the Contractor with a recommendation therein.
 - b. Ultimate responsibility for the retirement application shall rest with the Contractor.
 - c. If there is a disagreement between the JPA and the Contractor regarding disability, the Workers' Compensation carrier will make the final Contractor level decision regarding liability.
- 42. The JPA shall bear the responsibility for any increased Workers' Compensation costs or contributions for JPA funded employees where increases are related to claims by JPA funded employees.
- 43. The JPA shall annually provide for and maintain in a separate fund for the benefit of Contractor the accrued vacation and sick leave payoffs for JPA funded employees. The fund shall include the amount provided by the County to the JPA for such costs.

EQUAL OPPORTUNITY EMPLOYER

44. Contractor shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of Contractor that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40) sex, martial status, medical condition, or physical handicap.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, regardless of the above identified. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal employment opportunity will be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

TRAINING & EDUCATION

- 45. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide to the County EMS Agency specific records upon written request, through the JPA.
- 46. Contractor shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.
- 47. Contractor shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to EI Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station receiving hospitals, and the JPA Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in EI Dorado County.
 - Contractor shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.
- 48. Contractor shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.
- 49. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)* and Pediatric Advanced Life Support (PALS)* or Pediatric Education for Pre-hospital Professionals (PEPP)

or a comparable advanced pediatric life support course approved by the EMSA MD.

- * Per American Heart Association Guidelines.
- 50. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.
- 51. In Addition to being either a paramedic or EMT, Contractor agrees that employees staffing an ambulance shall at minimum meet the requirements of the State Fire Marshal's Office as a Firefighter 1 by January 1, 2015. Employees will receive ongoing fire fighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter1.

QUALITY ASSURANCE

- 52. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance policy that is approved by the JPA and County EMSA. This program shall, at a minimum, monitor and evaluate the pre-hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA.
- 53. Contractor shall participate in assigned JPA quality improvement/quality assurance activities, and shall appoint appropriate personnel to serve on pre-hospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and or as mutually agreed upon between the Contractor and the JPA
- 54. Contractor shall cooperate fully in supplying all requested documentation to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
- 55. Contractor shall allow inspections, site visits or ride-a-longs at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief for purposes of JPA contract compliance and medical quality assurance.
- 56. Contractor shall comply with California Code of Regulations, Title 22. Social Security, Division 9. Pre-Hospital Emergency Medical Services, Chapter 12. EMS System Quality Improvement, Articles 1 thru 5.

MUTUAL AID, MASS CASUALTY & DISASTER

- 57. Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the Contractor shall be exempt from the maximum response time standards criteria. Contractor shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.
- 58. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.
- 59. During declared disasters or large-scale multi-casualty incidents, Contractor shall be exempt from all responsibilities for response-time performance. When the Contractor is notified that disaster assistance is no longer required, the Contractor shall return its resources to the primary area of responsibility, and shall resume all operations in a timely manner.

AMBULANCE SUPPLIES & EQUIPMENT

- 60. Contractor shall possess and maintain adequate medical supplies in compliance with the El Dorado County EMS Agency, and JPA Policies and Procedures Manuals. In addition, Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.
- 61. Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with knowledge of the Polices & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.
- 62. Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- 63. Upon inspection by the County or the JPA, any primary or in service, reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.
- 64. Contractor shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the JPA and the County EMS Agency.
- 65. Contractor shall recognize the right of the JPA to move issued equipment to another Contractor as needed to assure system wide services, as long as such

- movement does not impede Contractor's ability to provide the services defined in the Master Contract.
- 66. Contractor shall not take ownership of the ambulance and all related equipment.
- 67. The JPA shall provide ambulances and all other pertinent equipment needed to function as an Advance Life Support Unit.

REPORTS & POLICIES

- 68. Contractor shall submit reports and data to the JPA in a form and manner approved by the JPA. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be allinclusive. Contractor shall be responsible to ensure that all information is provided to the JPA in a timely manner as indicated throughout this Agreement.
- 69. Contractor personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.
 - A. The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.
 - B. Contractor personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, Contractor shall remain responsible to obtain the required information and submit it to the County. Contractor personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.
 - C. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance one of the following documentation options shall be utilized, a) PCR may be filled out by the first responder paramedic and utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate. Where the first responder report is not complete prior to the ambulance leaving the scene, and any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
- 70. Ambulance Billing shall notify the JPA of failure to adequately complete a PCR. Repeated failures to adequately complete the PCR shall be reported to the JPA, and the JPA shall notify Contractor to correct the omission/error situation. The Contractor shall have five business days in which to furnish the required information to Ambulance Billing.

- 71. Contractor shall furnish its personnel with Incident Report forms, and shall ensure that its personnel understand and utilize such forms. Contractor shall notify the JPA within 24 hours of a sentinel event. Examples: injury to patient, crew or public, or high profile incident. Contractor may also provide notification and Incident Forms to the El Dorado County EMS Agency.
- 72. Contractor shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the Contractor feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented in established EMSA forms and faxed to the JPA by the next business day.
- 73. Contractor shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the JPA within 24 hours of the occurrence.
- 74. For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) Contractor shall submit a Response Time Exception Report to the JPA. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the JPA for the previous calendar month of service on a monthly basis before the 7th day of the next month
- 75. Contractor shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the JPA for a period of one year.
- 76. Contractor shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the JPA's Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9, policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.
- 77. The Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the EI Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by EI Dorado County Ambulance Billing as soon as practical following the provision of services.

- 78. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
- 79. Contractor shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of JPA and/or CSA-7. The list shall be submitted to the JPA annually and certified by the Contractor that it is accurate.

COMPETITION

81. Contractor, and its principals are prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance services of any kind within the Primary Response Area as described in this Agreement

BILLING FOR SERVICES

82. Parties receiving non-emergency and/or emergency medical transport services from Contractor shall be billed by County Ambulance Billing for said services. Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Agreement, nor shall they quote charges to the patient or any other concerned individuals, or extend promises for special treatment regarding billable charges. JPA shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

COMPENSATION

- 83. Compensation shall be the JPA Board approved, budget amounts.
- 84. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the JPA.
- 85. The JPA will reimburse other Contractor's for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments, or cover for manpower shortages, such reimbursement to be at the actual cost of such services to the other members of the JPA.

- 86. A Contractor shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other Contractor's or parties performing service under the Master Contract, or any liability other than that provided in this agreement.
- 87. Contractor shall not be responsible for claims to benefits, wages, seniority, or other employee rights granted by any other Contractor to its employees if or when such other Contractor employees are assigned to the Contractor in the performance of services and functions pursuant to this agreement.
- 88. Contractor shall not be liable for compensation to or indemnification of other Contractor or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.
- 89. The JPA shall provide the funding for ambulance attendants' professional liability coverage for operations involving ambulance medical services, and for collision and comprehensive coverage for equipment of and on the ambulance.
- 90. The JPA will reimburse the Contractor for any increased costs that arise as a result of JPA activities, including but not limited to long-term insurance experience rates, substantial claims of malpractice, errors or omissions, or claims relating directly as a part of JPA activities.
- 90. The JPA shall provide dispatch services for ambulances, as defined in the Master Contract.

CHANGES

- 91. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.
 - A. This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.
 - B. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

INDEPENDENT PROVIDER

92. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

- A. Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. JPA shall not be charged with responsibility of preventing risk to the Contractor or its employees.
- B. JPA engages Contractor for Contractor's unique qualifications and skills as well as those of Contractor's personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of JPA.

NON-DISCRIMINATION, BENEFITS, & FACILITIES

- 93. Contractor certifies under the laws of the State of California that Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- 94. For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

INDEMNITY

- 95. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, JPA employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
- 96. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Contractor employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor harmless includes the duties to defend set forth in California Civil Code Section 2778.

<u>INSURANCE</u>

- 97. The Contractor shall provide to the JPA proof of a policy of insurance and documentation evidencing that the Contractor maintains insurance that meets the following requirements set forth hereinafter.
 - A. Full Worker's Compensation and Employers' Liability Insurance covering all JPA funded employees of the Contractor as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Automobile Liability Insurance of not less than \$6,000,000 on the ambulances.
 - D. Professional liability for JPA funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.

- E. Contractor shall furnish a certificate of insurance satisfactory to the JPA as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the JPA.
- 98. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the JPA and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
 - A. The certificate of insurance must include the following provisions stating that:

 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to JPA, and; 2) The JPA, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- 99. Contractor's insurance coverage shall be primary insurance as respects to the JPA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the JPA its officers; officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - A. Any deductibles or self-insured retentions must be declared to and approved by the JPA, either:
 - The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 100. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the JPA, its officers, officials, employees or volunteers.
- 101. The insurance companies shall have no recourse against the JPA, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- 102. The Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- 103. In the event the Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - Certificate of insurance shall meet such additional standards as may be determined by the JPA.

INTEREST OF PUBLIC OFFICIAL

104. Except for their duties to the JPA Board, no official or employee of Contractor who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects his/her personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the JPA have any interest, direct or indirect, in this Agreement or the proceeds thereof.

INTEREST OF CONTRACTOR

105. Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

VENUE

106. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ADMINISTRATION

107. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

<u>JPA</u>	<u>Contractor</u>
480 Locust Road	
Diamond Springs, CA 95619	<u> </u>
530-642-0622	
Attn: Executive Director	Attn: Chief

108. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.

DISPUTES

109. Should any disputes arise between and/or among the Contractor, other Member Agencies, the JPA or EMSA, all parties will have the right to bring such disputes to the JPA Board of Directors, as provided by the Master Contract.

STATUS

- 110. In performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of JPA.
- 111. Pursuant to this agreement, it is acknowledged and agreed that the JPA and Contractor both are legally separate entities. No other special relationship will arise from this agreement except as so stated.

FORCE MAJEURE

- 112. If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.
- 113. Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of, the Force Majeure, except for a reasonable time thereafter required to resume performance.
- 114. During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.
- 115. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement
- 116. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.
- 117. Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.
- 118. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or

- other appropriate instrument and to bind upon said parties to the obligations set forth herein.
- 119. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
- 120. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions herein. This Agreement will be reviewed before March 1st of each year.
- 121. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

122. In witness whereof, the parties hereto have executed this Agreement the day and

year first below written.		
	Date	
For the JPA		
	Data	

For the Contractor

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND FIRE PROTECTION DISTRICT

This HIPAA Business Associate Agreement Amendment ("Amendment") entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as "the JPA") and the <u>Fire Protection District</u> (hereinafter referred to as "Business Associate") supplements and is made part of the Business Associate Advanced Life Support Ambulance Agreement. ("Underlying Agreement") as of the date of approval by the parties (the "Effective Date").

RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. <u>Definitions</u>. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- 2. Scope of Use and Disclosure by the Business Associate of County

Disclosed PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
 - (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate. The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
 - (a) The disclosure is required by law; or
 - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
 - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
 - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County.
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.
- 3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
 - (1) The Business Associate agrees to document such

disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) The JPA agrees to provide to JPA or an Individual, within sixty (60) days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
- D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
- F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that JPA would be prohibited from making.

5. Obligations of JPA.

- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
- B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
- C. JPA agrees that it will make its best effort to promptly notify the

Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.

- D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
- E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this Amendment and/or the Underlying Agreement.

6. <u>Terms and Termination</u>.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. <u>Amendment to Indemnity</u>.

The Business Associate shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of the Business Associate, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the Business Associate, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. The Business Associate shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless

JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Amendment shall in no way limit or circumscribe the Member's obligations to indemnify and hold harmless the JPA herein from third party claims arising from the issues of this Amendment.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

- 8. <u>Amendment.</u> The parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for JPA to comply with the Privacy Rule and HIPAA generally.
- 9. <u>Survival.</u> The respective rights and obligations of this Amendment shall survive the termination or expiration of this Amendment.
- 10 <u>Regulatory References.</u> A reference in this Amendment to a section in the Privacy Rule means the section as in effect or as amended.
- 11. <u>Conflicts.</u> Any ambiguity in this Amendment and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
- Except as herein amended, all other parts and sections of this Agreement with the Business Associate, shall remain unchanged and in full force and effect.

Request by Baosong Zhao for Development Fee Appeal

Summary:

This is a request by Baosong Zhao to the Board of Directors to appeal the development fee of \$5,692.12 that he was charged for building a custom residential house in the Villadoro Subdivision. Mr. Zhao is requesting a 50% fee reduction based on an old fire sprinkler incentive program from the 2004 era.

Mr. Zhao has requested an appeal to the Board of Directors of the El Dorado Hills Fire Department consistent with our Standard A-001 entitled "Development Fee." The appeal language is:

Appeals

Any person may appeal the imposition of development fees by filing a written statement of appeal outlining the facts and circumstances which the appellant believes are sufficient to justify the waiver or modification of development fees applied to the appellant's building project. The written appeal must include the appellant's name, mailing address, daytime telephone number, assessor's parcel number, permit number and fee amount for the building project. The District's Board of Directors will consider the appeal at its next Board of Directors meeting scheduled not less than seventy-two (72) hours from and after receipt of the written appeal.

Overview:

Michael Lilienthal, Fire Marshal, researched this project and provides the following information:

New Residential Home:

Name: Baosong Zhao Address: 2781 Via Fiori APN: 126 600 091

Scope: Custom home with 3,617 square feet of dwelling, 564 square feet of covered porch and 726 square feet garage area.

Original Permit: 00214533 Date: 04/29/13

Background:

Prior to January 2011, fire sprinklers in new residential homes were not required to be installed. The law changed January 1, 2011, making residential fire sprinklers **mandatory** in all new homes after that date.

In 2004, the District was encouraging people to install residential fire sprinklers <u>voluntarily</u>. One of the key methods to encourage people to spend thousands of extra dollars to install fire sprinklers was to offer a reduction of the development fee.

In 2004, fees collected for new houses were a fixed cost of \$2,416 per dwelling unit (the size of the house did not change the fee). The 50% reduction for homes in Villadoro had a value of \$1,208.

On February 18, 2004, the EDHFD Board of Directors approved homes in Phase 1 of Villadoro be eligible for a 50% fee reduction as an incentive for them to install fire sprinklers.

In 2006, the EDHFD Board of Directors changed the methodology in how development fees were collected for both residential and commercial. There was no longer any credit given for fire sprinkler installation. Additionally, there was no longer a fixed fee for residential home development. Instead, the current methodology of charging a development fee based on the size of the dwelling, covered porch and garage was approved and adopted by the Board. This is the same methodology we use today.

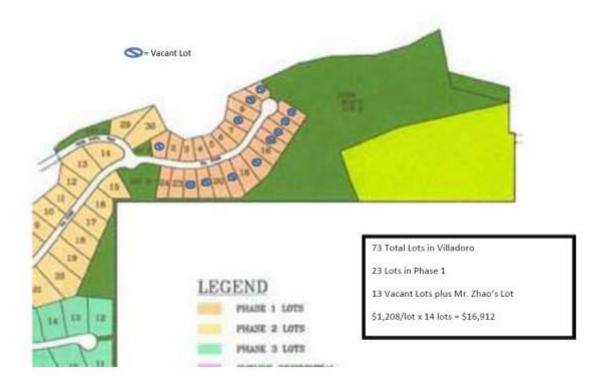
Fiscal Impact:

Approving Mr. Zhao's appeal will result in the loss of revenue in the amount of \$2,846.06 for a 50% reduction of his development fee. Also, in Phase 1 of Villadoro, are 13 other vacant lots that would potentially make the same request for a fee reduction (see graphic below).

Recommendation:

Resolution 2006-03 changed the methodology in collecting development fees to a cost per square foot program and eliminated credit for fire sprinklers in all occupancies. Also, the law change on January 1, 2011, made residential fire sprinklers mandatory. Therefore, the need for an incentive based development fee reduction program was no longer needed.

Staff's recommendation is to deny the 50% development fee appeal.



EL DORADO HILLS FIRE PROTECTION DISTRICT

Dear Sir/Madam,

My name is Baosong Zhao, residing at 2781 Via Fiori Ct., El Dorado Hills, CA 95762, parcel # 120-600-09-100. The construction of my house (Permit # 214533), equipped with the fire sprinkler, was completed on February 13, 2014. As part of my permit process, I have paid \$5,692.12 for the fire department permit fee. Herewith, per the Fire Department Board agreement, dated in 2004, I am applying for a 50% refund of the fire department permit fee in the amount of \$2,846.06.

Thank you and your cooperation is sincerely appreciated.

Baosong Zhao

2781 Via Fiori Ct.

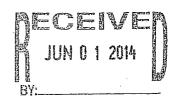
El Dorado Hills, CA 95762

(916)934-4170

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Attached is the El Dorado Count Permit Status result which shows the amount of payment to the Fire Department.

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FIRE-EL	EL DORADO HILLS FIRE	\$5,692.12	\$5,692.12		
DORADO HILLS	PROTECTION DISTRICT				



Replacement of Staff Utility Vehicles (2)

Summary:

Staff received a state contract bid from Folsom Lake Chevy for a 2015 Chevy Tahoe 4x4 Police Package. The Department needs two staff vehicles to replace the current vehicles that have an excess of 115,000 miles each.

The new vehicles were specified as a 2015 Chevy Tahoe 4x4, capable of transporting five passengers. These vehicles will be configured as command vehicle capable of command functions in emergency situations in county and out of county. The vehicle will be used for transporting staff also.

Folsom Lake Chevy is the sole provider for this type of vehicle within the EL Dorado Hills/Folsom region. This vehicle is built for use in a public service realm with larger brakes, standardized wiring for lighting packages, and with the ability to delete unneeded accessories.

Fiscal Impact: \$79,849.00

State Bid with deductions from Folsom Lake Chevy's price per vehicle is \$36,295.00 plus Tax and License.

Staff Recommendation:

Staff recommends the purchase of the two 2015 Chevy Tahoe's from Folsom Lake Chevy with the estimated total price for two of \$79,849.

Purchase of Training Prop. (Forcible Entry Door)

Summary:

In 2014 personnel from El Dorado Hills, Rescue, and Latrobe participated in Forcible Entry Training that included the "Catalyst Forcible Entry Door" system. This training prop allows realistic forcible entry training by utilizing "true to life" door properties without having to replace door components (door frames, locks, hinges and door) after each use.

The prop is portable and can be transported to different locations /stations reducing engine movements and keeping stations covered.

Purchasing/Bid Process:

Forcible Entry Equipment is a "Sole-Source" provider of this Forcible Entry Prop.

<u>Fiscal Impact:</u> \$5,600.00

This item was approved in the Preliminary Budget for (FY) 2014-2015

Staff Recommendation:

Staff recommends the purchase of the "Catalyst Forcible Entry Door" from Forcible Entry Equipment.

Conflict of	Interest	Code:
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Summary:

The law requires the Board of Directors to review on a bi-annual basis our Conflict of Interest Code. Please find attached a copy of the Conflict of Interest Code. The County is requiring this review to be completed prior to August 29, 2014.

Fiscal Impact:

None

Staff Recommendation:

Upon review of the current Conflict of Interest Code, Staff and Counsel have determined that the agency's code accurately designates all positions that make or participate in the making of governmental decisions and no amendment is required. Staff recommends that the Board authorize Staff to advise the County that no changes are needed and that the code satisfies the needs of the District.

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2012-12

RESOLUTION ADOPTING THE CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Sections 81000, et. seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code which can be incorporated by reference and may be amended after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, this body has determined that the attached Appendix accurately sets forth those positions which should be designated and the categories of financial interests which should be made reportable;

NOW, THEREFORE, be it resolved that:

- 1. The terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the El Dorado Hills County Water District.
- 2. Pursuant to Section 4(A) of the standard code, designated employees shall file a statement of economic interest with the District. Upon receipt of the statements from the Board of Directors and the Chief, the District shall make and retain a copy and forward the original of these statements to the El Dorado County Elections Department.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the El Dorado Hills County Water District held August 16, 2012, by the following vote:

AYES:

Barber, Hartley, Hidahl, Winn

NOES:

None

ABSENT:

Durante

Connie L. Bair, District Secretary

John Hidahl, President

APPENDIX

PUBLIC OFFICIALS' FUNCTION/TITLE

TYPE OF BUSINESS ENTITY, BUSINESS POSITION, INVESTMENT, SOURCE OF INCOME, OR REAL PROPERTY DISCLOSABLE

		::
Fire Chief	1.	Office Equipment and Supplies
Deputy Chief		Building Materials and Supplies
Division Chief	3.	Medical Supplies
Battalion Chief	4.	Household Supplies
Chief Financial Officer/Board Secretary	5.	Hardware supplies and tools
Directors or Candidates for Directors	6.	Fire equipment (hose, nozzles smoke masks, etc.)
Auditor	7.	Fire apparatus (vehicles and vehicle supplies)
Attorneys	8.	Fire Equipment maintenance (extinguishing service,
		sprinklers, etc.)
		Radio equipment and repair
		Equipment and tool repair
	11.	Newspapers and magazines
	12.	Insurance
		Accounting
		Banks and Savings and Loans
		Construction
		Fuel (gasoline and liquid propane gas)
		Installation of hydrants
		Real property/real property development
		Firefighter clothing and supplies (turnouts, etc.)
		Engineering
		Soil Preparation, studies
	22.	Retirement of Bond Proceedings
		·
Engineering Consultants		Real Property
Architectural Consultants		Building materials and supplies
•		Soil preparation, studies
	4.	Construction
Financial Consultants	1.	Real Property
		Banks and Savings and Loans
		Retirement of bond proceedings
E.I.R. Consultants	1.	Real Property
		Construction
		Building materials and supplies
		Soil preparation, studies
		Engineering



8/8/2014

Dave Roberts EDH Fire Station 87 1050 Wilson Blvd. El Dorado Hills, CA 95762

Dear Dave,

"The Center literally saved our lives. I wanted to leave my abuser, but many things were stacked against me. All of my family lives out of state and I had been totally isolated from my friends. I wasn't working and wasn't sure I could work and afford childcare. I was at The Center talking to a counselor and she told me that I was a candidate for the shelter. I left my abuser soon after and have never looked back. We stayed at the shelter for several months and we are now out on our own and doing great! The Center literally saved us, and we will be forever grateful." Single mother of 2-year-old boy - Center Client

With your help, The Center is making a difference in the lives women and children who have experienced family violence. The Center has operated a domestic violence shelter since 1985 and has provided over 30,000 nights of shelter to victims and their children. With your generous support of The Center's 31st Season for Change Gala we will be able to continue to influence the next generation and change the lives of children in our community.

On behalf of the board, staff, volunteers, and most importantly our clients, I want to thank you for your recent In-Kind donation for our 31st Season for Change Gala to be held Saturday, September 6, 2014 at Blue Shield of California at their El Dorado Hills campus.

Your donation has been recorded as appears below:

8/7/2014 Auction 2014 - Gift of Fire House dinner for six valued at \$1,000.00

Once again, thank you for your generosity and helping to make this year's Season for Change Gala a great success! Working together we ARE make a difference!

Sincerely,

Executive Director

No goods or services provided in exchange for this donation. 501(c)(3) FIN 94-2628939

July 2:2014

La al frefighters, medecs, engineers, captains and are of the other women and men at Station 85:

For face years you were at my case snytime of the day or inight (and of course, it was always right) to sink up ony husband after he'd fallen, to get him to the ER, to cased him thoroughly hefore you left, and to provide resistence to me. All of you were always kind and

competent - I knew Re was en good hands; my own son is a captain unter place metro, and I know you all have a difficult and dangerous job. I appreciate all you to Umore than I can express. Iw enclosed three gift cards to Jeas in Lower Center. It's a locally seemed company and They have soon deeper gelato, Jastres, and Gaeads. Hopefully you can seck up a couple of quarto of ice cream, lot lack and enjoy an entire move muchout a each (fal enance!) Have a Safe and Rappy 44n. Bool regues,

cc: Board Packet

NOTE OF APPRECIAT



NOTE OF APPRECIATION

July 1, 2014

Dave Roberts El Dorado Hills Fire Department 1050 Wilson Blvd. El Dorado Hills, CA 95762

Dear Chief Dave Roberts,

On May 14, 2014, at approximately 3:30 p.m., a fire that originated near Cocos Drive in San Marcos quickly became a significant event. Driven by strong northeasterly winds, hot temperatures and very low relative humidity, the fire immediately threatened the surrounding communities and required emergency resources from throughout the region and beyond. Mitigation efforts extended over the next 8 days where the Cocos Incident consumed 1,995 acres through multiple jurisdictions. Cooperation and excellent working relationships between our Unified Command partners and the California mutual aid system proved to be extremely valuable in overcoming the many challenges presented.

On behalf of the San Marcos Fire Department, I want to thank you and the El Dorado Hills Fire Department for sending critical resources to help assist us in protecting life, property, and the environment. Without the cooperation of your agency, the impact and magnitude of this incident would have been significantly different. Your personnel worked countless hours all while maintaining a professional and positive attitude. Please express my humble appreciation to all of your personnel for their hard work and dedication to minimizing structure loss and protecting life within our community and beyond.

Our success as a region in overcoming challenges has grown tremendously over the years. I look forward to building upon the successes learned from this incident and strengthening our working relationship for the future.

Best Regards,

Brett Van Wey

