

AGENDA  
EL DORADO HILLS COUNTY WATER DISTRICT  
(FIRE DEPARTMENT)  
BOARD OF DIRECTORS  
EIGHT HUNDRED TENTH MEETING  
Thursday, December 19, 2019  
5:30 p.m. (Note Special Start Time)  
(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order, Pledge of Allegiance

**Adjourn to Closed Session**

- II. Closed Session Items

- A. Closed Session pursuant to Government Code Section 54956.9(D)(1):  
Conference with legal counsel regarding existing litigation: LisaMarie Mason v. El Dorado Hills County Water District, et. al.; United States District Court Case No. 2:18-cv-00223-MCE-AC
- B. Closed Session pursuant to Government Code Section 54956.9(D)(1):  
Conference with legal counsel regarding existing litigation: Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633
- C. Closed Session pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief
- D. Closed Session Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9 (d)4); potential litigation; one matter
- E. Closed Session pursuant to Government Code Section 54957(b)(1); Conference with Legal Counsel; Consideration of Issues Related to Hiring/Appointment of Public Employee; Position: Fire Marshall.

**6:00 p.m. Reconvene to Open Session and Closed Session Reports**

- III. Presentation

- A. Promotional badge pinning and swear in

- IV. 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 809th Board meeting held November 21, 2019  
B. Approve Financial Statements for November 2019

End Consent Calendar

- V. Oral Communications

- A. EDH Professional Firefighters  
B. EDH Firefighters Association  
C. 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.

- VI. Correspondence

- VII. Attorney Items

- VIII. Committee Reports
  - A. Administrative Committee (Directors Bennett and Durante)
    - 1. Approve payment for Training Center Special Use Permit
  - B. Finance Committee (Directors Giraudo and White)
    - 1. Review and approve Rescue Shared Services Agreement
- IX. Fire Chief's Report
- X. Operations Report
  - A. Operations Report (Receive and file)
  - B. Review and update regarding Joint Powers Authority
- XI. Fiscal Items
  - A. Receive and file 2018/2019 Final Audit Report (edited)
- XII. New Business
  - A. Review and approve resolution 2019-17 updating the development impact fee schedule for inflation
  - B. Election of Board President and Vice President for 2020
  - C. Reorganization of Committees for 2020
  - D. Review and establish meeting dates for 2020
- XIII. Old Business
  - A. Review and approve Communications Study Service Agreement with Federal Engineering
- XIV. Oral Communications
  - A. Directors
  - B. Staff
  - C. Schedule upcoming committee meetings
- XV. Adjournment

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

***This Board meeting is normally recorded.***

**El Dorado Hills Fire Department**  
**Revenue and Expense Summary - ALL FUNDS**  
For the Period Ending November 30, 2019



	FINAL Full Year Budget FY19/20	Actual November 2019	Actual YTD November 30, 2019	Variance YTD Actual to Full Year Budget	(Target 41.67%) YTD Actual % of Full Year Budget	Notes/Comments
<b>Revenue</b>						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	18,522,265	1,103,569	1,155,151	(17,367,114)		} Timing of property tax collection
3270 · Unsecured Tax Revenue	335,334	37,509	301,544	(33,790)		
3280 · Homeowners Tax Revenue	154,410	-	-	(154,410)		
3320 · Supplemental Tax Revenue	160,000	30,757	120,395	(39,605)		
3330 · Sacramento County Revenue	17,859	-	-	(17,859)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,840	2,310	2,625	(34,215)		
3335.3 · Latrobe Base Transfer	79,000	-	-	(79,000)		
3340 · Property Tax Administration Fee	(398,750)			398,750		
<b>Total 3240 · Tax Revenue</b>	<b>18,906,958</b>	<b>1,174,146</b>	<b>1,579,715</b>	<b>(17,327,243)</b>	<b>8%</b>	
3505 · Misc. Revenue, Vacant Lot	-	5,105	(46,620)	(46,620)	-100%	Timing of recovery
3506 · Misc. Revenue, Fire Prev. Fees	120,000	14,431	49,604	(70,396)	41%	
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	1,150,000	191,667	575,000	(575,000)	50%	Dec payment collected in Nov
3513 · Rental Income (Cell site)	28,980	6,930	18,375	(10,605)	63%	Additional Cell Site Rent Collected for Verizon 85 Tower
3515 · OES/Mutual Aid Reimbursement	216,000	-	26,424	(189,576)	12%	Timing/Severity of Fire Season
3520 · Interest Earned	380,000	176	94,815	(285,185)	25%	Timing of Collection
3510 · Misc. Operating Revenue - Other	20,000	13,635	24,763	4,763	124%	Workers' Comp Reimbursements
<b>Total 3510 · Misc. Operating Revenue</b>	<b>1,794,980</b>	<b>212,407</b>	<b>739,377</b>	<b>(1,055,603)</b>	<b>41%</b>	
<b>Total Operating Revenue</b>	<b>\$ 20,821,938</b>	<b>\$ 1,406,089</b>	<b>\$ 2,322,075</b>	<b>\$ (18,499,863)</b>	<b>11%</b>	
3550 · Development Fee						
3560 · Development Fee Revenue	1,000,000	43,096	483,423	(516,577)	48%	
3561 · Development Fee Interest	-	18,125	75,832	75,832	100%	
<b>Total 3550 · Development Fee</b>	<b>1,000,000</b>	<b>61,221</b>	<b>559,255</b>	<b>(440,745)</b>	<b>56%</b>	
3568 · Proceeds from Insurance	-	-	-	-	0%	
3570 · Proceeds from Sale of Assets	-	-	-	-	0%	
<b>Total Revenue</b>	<b>\$ 21,821,938</b>	<b>\$ 1,467,310</b>	<b>\$ 2,881,330</b>	<b>\$ (18,940,608)</b>	<b>13%</b>	

**El Dorado Hills Fire Department**  
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For the Period Ending November 30, 2019



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<b>Expenditures</b>						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	6,675,922	518,227	2,805,710	3,870,212	42%	
6011 · Education/Longevity Pay	598,048	36,558	233,070	364,977	39%	
6016 · Salaries & Wages, Admin/Prev	916,847	66,284	327,960	588,887	36%	
6017 · Volunteer Pay	21,060	130	1,170	19,890	6%	
6018 · Director Pay	14,000	1,100	5,700	8,300	41%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,445,613	244,545	788,104	657,509	55%	
6019.2 · Overtime, Outside Aid	180,000		22,072	157,928	12%	
6019.3 · Overtime, JPA	200,000	18,304	61,145	138,855	31%	
Total 6019 · Overtime	1,825,613	262,849	871,321	954,292	48%	
6020 · P.E.R.S. Retirement	2,843,912	134,421	1,809,528	1,034,384	64%	Annual required lump sum payments made in Jul-19
6030 · Workers Compensation	611,933	43,011	215,053	396,880	35%	
6031 · Life Insurance	6,895	509	2,014	4,881	29%	
6032 · P.E.R.S. Health Benefits	1,843,059	134,895	828,941	1,014,118	45%	Timing of payments - Dec payment made in Nov
6033 · Disability Insurance	21,948	1,800	8,107	13,841	37%	
6034 · Health Cost of Retirees	1,041,804	55,844	643,207	398,597	62%	Annual lump sum payment made in Oct
6040 · Dental/Vision Expense	226,620	18,046	55,070	171,550	24%	
6050 · Unemployment Insurance	15,120	184	725	14,395	5%	
6070 · Medicare	146,004	12,914	61,856	84,148	42%	
<b>Total 6000 · Salaries &amp; Wages</b>	<b>16,808,784</b>	<b>1,286,773</b>	<b>7,869,433</b>	<b>8,939,352</b>	<b>47%</b>	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	56,800		25,554	31,246	45%	Semi-annual uniform allowance paid in Jul-19
6102 · Other Clothing & Personal Supplies	285,920	17,738	22,868	263,052	8%	Timing of turnout purchases/active shooter gear
<b>Total 6100 · Clothing &amp; Personal Supplies</b>	<b>342,720</b>	<b>17,738</b>	<b>48,422</b>	<b>294,298</b>	<b>14%</b>	
6110 · Network/Communications						
6111 · Telecommunications	43,780	3,183	11,720	32,060	27%	
6112 · Dispatch Services	60,000		-	60,000	0%	Billed quarterly

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6113 · Network/Connectivity	59,367	3,487	15,342	44,025	26%	
<b>Total 6110 · Communications</b>	<b>163,147</b>	<b>6,670</b>	<b>27,062</b>	<b>136,085</b>	<b>17%</b>	
6120 · Housekeeping	39,011	4,291	15,787	23,224	40%	
<b>6130 · Insurance</b>						
6131 · General Insurance	60,000	-	78,774	(18,774)	131%	
<b>Total 6130 · Insurance</b>	<b>60,000</b>	<b>-</b>	<b>78,774</b>	<b>(18,774)</b>	<b>131%</b>	
<b>6140 · Maintenance of Equipment</b>						
6141 · Tires	28,000	(223)	8,419	19,581	30%	
6142 · Parts & Supplies	35,000	496	7,619	27,381	22%	
6143 · Outside Work	150,000	12,391	48,967	101,033	33%	
6144 · Equipment Maintenance	48,600	127	3,021	45,580	6%	
6145 · Radio Maintenance	27,780	9,628	15,386	12,394	55%	
<b>Total 6140 · Maintenance of Equipment</b>	<b>289,380</b>	<b>22,419</b>	<b>83,411</b>	<b>205,970</b>	<b>29%</b>	
6150 · Maintenance, Structures & Ground	268,594	2,279	34,168	234,426	13%	
<b>6160 · Medical Supplies</b>						
6161 · Medical Supplies	5,500	506	506	4,994	9%	
<b>Total 6160 · Medical Supplies</b>	<b>5,500</b>	<b>506</b>	<b>506</b>	<b>4,994</b>	<b>9%</b>	
6170 · Dues and Subscriptions	16,655	977	7,017	9,638	42%	
<b>6180 · Miscellaneous</b>						
6181 · Miscellaneous	12,000	553	1,222	10,778	10%	
6182 · Honor Guard	5,375		810	4,565	15%	
6183 · Explorer Program	3,500	607	677	2,823	19%	
6184 · Pipes and Drums	4,500		-	4,500	0%	
<b>Total 6180 · Miscellaneous</b>	<b>25,375</b>	<b>1,160</b>	<b>2,710</b>	<b>22,665</b>	<b>11%</b>	
6190 · Office Supplies	23,472	4,008	13,957	9,516	59%	
<b>6200 · Professional Services</b>						
6201 · Audit	15,900	10,980	13,080	2,820	82%	Audit completed in Nov-19
6202 · Legal/Human Resources	261,770	25,951	94,283	167,487	36%	

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6203 · Notices	2,500	230	384	2,116	15%	
6204 · Other Professional Services	217,575	15,835	40,751	176,825	19%	
6205 · Elections/Tax Administration	-		-	-	0%	
6206 · Public Relations	3,253		-	3,253	0%	
<b>Total 6200 · Professional Services</b>	<b>500,998</b>	<b>52,995</b>	<b>148,497</b>	<b>352,501</b>	<b>30%</b>	
<b>6210 · Information Technology</b>						
6211 · Software Licenses/Subscriptions	116,912	24,211	75,451	41,460	65%	
6212 · IT Support/Implementation	113,000	8,849	36,635	76,365	32%	
6213 · IT Equipment	79,550	675	6,257	73,293	8%	
<b>Total 6210 · Information Technology</b>	<b>309,462</b>	<b>33,735</b>	<b>118,344</b>	<b>191,118</b>	<b>38%</b>	
<b>6220 · Rents and Leases</b>						
6221 · Facilities/Equipment Lease	35,333		-	35,333	0%	
6222 · Solar Lease	68,124	5,680	28,209	39,915	41%	
<b>Total 6220 · Rents and Leases</b>	<b>103,457</b>	<b>5,680</b>	<b>28,209</b>	<b>75,248</b>	<b>27%</b>	
<b>6230 · Small Tools and Supplies</b>	<b>108,686</b>	<b>6,462</b>	<b>34,849</b>	<b>73,837</b>	<b>32%</b>	
<b>6240 · Special Expenses</b>						
6241 · Training	145,107	4,128	28,219	116,888	19%	
6242 · Fire Prevention	80,550	8,151	38,074	42,476	47%	
6243 · Licenses	-	-	-	-	0%	
<b>Total 6240 · Special Expenses</b>	<b>225,657</b>	<b>12,278</b>	<b>66,293</b>	<b>159,364</b>	<b>29%</b>	
<b>6250 · Transportation and Travel</b>						
6251 · Fuel and Oil	68,171	7,422	29,531	38,640	43%	
6252 · Travel	18,000	4,536	11,400	6,600	63%	
6253 · Meals & Refreshments	18,555	841	6,201	12,354	33%	
<b>Total 6250 · Transportation and Travel</b>	<b>104,726</b>	<b>12,799</b>	<b>47,132</b>	<b>57,594</b>	<b>45%</b>	
<b>6260 · Utilities</b>						
6261 · Electricity	16,872	476	787	16,085	5%	
6262 · Natural Gas/Propane	20,000	609	3,327	16,673	17%	

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6263 · Water/Sewer	20,000		6,138	13,862	31%	
Total 6260 · Utilities	56,872	1,085	10,252	46,620	18%	
<b>Total Operating Expenditures</b>	<b>\$ 19,452,497</b>	<b>\$ 1,471,856</b>	<b>\$ 8,634,823</b>	<b>\$ 10,817,674</b>	<b>44%</b>	
<b>Operating Revenue - Operating Expenditures</b>	<b>\$ 1,369,441</b>	<b>\$ (65,767)</b>	<b>\$ (6,312,748)</b>	<b>\$ 7,682,188</b>		
6560 · Pension UAL Lump Sum Payment	1,500,000	-	1,000,000	500,000	67%	Lump sum payment made to PARS in Jul-19
6570 · OPEB UAL Lump Sum Payment	-		-	-	0%	
6720 · Fixed Assets	1,050,023	1,410	165,018	885,005	16%	
<b>Total Expenditures</b>	<b>\$ 22,002,520</b>	<b>\$ 1,473,266</b>	<b>\$ 9,799,841</b>	<b>\$ 12,202,680</b>	<b>45%</b>	
<b>Total Revenue - Total Expense</b>	<b>\$ (180,582)</b>	<b>\$ (5,956)</b>	<b>\$ (6,918,510)</b>	<b>\$ (6,737,928)</b>		
Less: Development Fee Revenue	(1,000,000)		(559,255)			
Add: Development Fee Qualified Expenditures	526,500		75,385			
<b>Total Revenue - Total Expense Net of Dev Fees</b>	<b>\$ (654,082)</b>		<b>\$ (7,402,380)</b>			

El Dorado Hills Fire Department

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Register: 1000 · Bank of America  
 From 11/01/2019 through 11/30/2019  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/01/2019	EFT	Technology Credit C...	-split-	Nov-19	5,680.00	X		62,118.66
11/01/2019	EFT	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	230.59	X		61,888.07
11/01/2019	EFT	P. G. & E.	-split-	Oct-19	143.46	X		61,744.61
11/04/2019	EFT	P. G. & E.	-split-	Oct-19	73.04	X		61,671.57
11/04/2019	EFT	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	49.67	X		61,621.90
11/05/2019		Transfer from LAIF	1074 · Local Agency I...	Confirm #1584...		X	600,000.00	661,621.90
11/06/2019		Deposit	-split-	Deposit		X	120,180.48	781,802.38
11/06/2019	22714	7th Dimension, LLC	6212 · IT Support/Impl...	Inv # 182131	8,848.79	X		772,953.59
11/06/2019	22715	A-CHECK	6202 · Legal/Human R...	Inv # 59-06012...	49.00	X		772,904.59
11/06/2019	22716	Acme Saw & Industr...	6144 · Equipment Mai...	Invoice # 212709	37.50	X		772,867.09
11/06/2019	22717	Advanced IPM	-split-		242.00	X		772,625.09
11/06/2019	22718	Aflac	6204 · Other Professio...	Inv # 914286	432.10	X		772,192.99
11/06/2019	22719	Aramark	-split-	Acct. # 792270...	119.70	X		772,073.29
11/06/2019	22720	Arnolds for Awards	6102 · Other Clothing ...		12.87	X		772,060.42
11/06/2019	22721	AT&T	-split-	Oct-19	286.32	X		771,774.10
11/06/2019	22722	Bartel Associates, LLC	6204 · Other Professio...	Invoice # 19-809	9,500.00	X		762,274.10
11/06/2019	22723	Brad Ballenger	-split-		314.00	X		761,960.10
11/06/2019	22724	Burkett's	-split-		131.18	X		761,828.92
11/06/2019	22725	CA Assoc. of Profess...	6033 · Disability Insur...	NOVEMBER ...	1,799.50	X		760,029.42
11/06/2019	22726	Capital Building Mai...	-split-	Invoice # 1153...	907.43	X		759,121.99
11/06/2019	22727	California Family Fit...	6204 · Other Professio...	Inv # 11042019	174.98	X		758,947.01
11/06/2019	22728	Cummins Pacific Sac...	6143 · Outside Work	Invoice # Y5-2...	4,142.27	X		754,804.74
11/06/2019	22729	Deal Heating & Air, ...	6150 · Maintenance,Str...		255.00	X		754,549.74
11/06/2019	22730	Doug Veerkamp	-split-		2,043.58	X		752,506.16
11/06/2019	22731	Education Specialty ...	-split-	Invoice # 6075...	700.00	X		751,806.16
11/06/2019	22732	ESRI	6211 · Software Licens...	Invoice # 9372...	1,800.00	X		750,006.16
11/06/2019	22733	FedEx	6190 · Office Supplies	Acct 5320-132...	152.45	X		749,853.71
11/06/2019	22734	Gold Country Media	-split-	Invoice # 91345	155.00	X		749,698.71
11/06/2019	22735	The Home Depot Pro	-split-		329.37	X		749,369.34
11/06/2019	22736	InterState Oil Compa...	-split-		5,830.18	X		743,539.16
11/06/2019	22737	Interwest Consulting ...	6242 · Fire Prevention	Invoice # 53589	4,139.05	X		739,400.11
11/06/2019	22738	Kronos	6211 · Software Licens...	Invoice # 1151...	95.90	X		739,304.21
11/06/2019	22739	L.N. Curtis & Sons	-split-		251.01	X		739,053.20
11/06/2019	22740	L.N. Curtis & Sons	-split-		3,513.09	X		735,540.11
11/06/2019	22741	MES - California	6233 · Station Tools/S...	Invoice # IN13...	531.67	X		735,008.44
11/06/2019	22742	Managed Health Net...	6204 · Other Professio...	Invoice # PRM...	654.59	X		734,353.85
11/06/2019	22743	Motorola Solutions Inc	-split-	Customer Acct...	568.12	X		733,785.73
11/06/2019	22744	National Garage Doo...	-split-	Invoice # 1179...	570.21	X		733,215.52
11/06/2019	22745	NFPA	6242 · Fire Prevention	Invoice # 7599...	1,345.50	X		731,870.02
11/06/2019	22746	Norcal Beverage Co. ...	6150 · Maintenance,Str...	Invoice # 0005...	226.07	X		731,643.95

El Dorado Hills Fire Department

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Register: 1000 · Bank of America  
 From 11/01/2019 through 11/30/2019  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/06/2019	22747	Silverado Avionics	-split-	Invoice # 9781 ...	8,711.28	X		722,932.67
11/06/2019	22748	Standard Insurance Co.	6031 · Life Insurance	Policy # 00 359...	509.20	X		722,423.47
11/06/2019	22749	Sutphen Corporation	-split-	Invoice # 4003...	361.99	X		722,061.48
11/06/2019	22750	Time Printing	6204 · Other Professio...	Inv # 17375	112.61	X		721,948.87
11/06/2019	22751	WageWorks	-split-	Invoice # INV1...	84.55			721,864.32
11/06/2019	22752	Wally Jukes	6040 · Dental/Vision R...		4,076.00	X		717,788.32
11/06/2019	22753	Bobbi Bennett	-split-	Oct-19	200.00	X		717,588.32
11/06/2019	22754	Greg F. Durante (Di...	-split-	Oct-19	200.00	X		717,388.32
11/06/2019	22755	Charles J. Hartley	-split-	Oct-19	200.00	X		717,188.32
11/06/2019	22756	John Giraud	-split-	Oct-19	300.00	X		716,888.32
11/06/2019	22757	Timothy J. White	-split-	Oct-19	200.00	X		716,688.32
11/06/2019	22758	Connie Bair	6040 · Dental/Vision R...		150.00	X		716,538.32
11/06/2019	22759	Brian Bresnahan	6040 · Dental/Vision R...		150.00	X		716,388.32
11/06/2019	22760	David Kennedy	6040 · Dental/Vision R...		100.00	X		716,288.32
11/06/2019	22761	John Niehues	6040 · Dental/Vision R...		150.00	X		716,138.32
11/06/2019	22762	Dwight Piper	6040 · Dental/Vision R...		150.00	X		715,988.32
11/06/2019	22763	Sean Ward	6040 · Dental/Vision R...		150.00	X		715,838.32
11/06/2019	22764	Jon A. Zellhoefer	6040 · Dental/Vision R...		150.00	X		715,688.32
11/06/2019	22765	Wells Fargo Bank	2026 · EDH Associate...	Deposit to Acct...	5,214.95	X		710,473.37
11/06/2019	22766	Chase Bank	2029 · Other Payable	Oct 10, 24	450.00	X		710,023.37
11/07/2019	EFT	ADP (FSA)	-split-		170.24	X		709,853.13
11/07/2019	PR19-11-1		-split-	Total Payroll T...	103,655.76	X		606,197.37
11/07/2019	PR19-11-1		1000 · Bank of Americ...	Direct Deposit	335,986.83	X		270,210.54
11/07/2019	PR19-11-1		1000 · Bank of Americ...	Payroll Checks...	1,344.28	X		268,866.26
11/08/2019	EFT	ADP	6204 · Other Professio...	PR19-10-1; PR...	656.13	X		268,210.13
11/08/2019	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	255.60	X		267,954.53
11/12/2019	EFT	P.E.R.S. ING	-split-	PR19-11-1	3,665.46	X		264,289.07
11/12/2019	EFT	P. G. & E.	-split-	Oct-19	182.40	X		264,106.67
11/12/2019	EFT	P. G. & E.	-split-	Oct-19	157.11	X		263,949.56
11/12/2019	22767	El Dorado County D...	6720 · Fixed Assets		1,090.00			262,859.56
11/13/2019	EFT	Nationwide Retireme...	-split-	PR19-11-1	20,908.08	X		241,951.48
11/15/2019			6204 · Other Professio...	Service Charge	207.16	X		241,744.32
11/15/2019	EFT	Verizon Wireless	-split-	Oct-19	304.62	X		241,439.70
11/15/2019	EFT	Verizon Wireless	-split-	Oct-19	70.30	X		241,369.40
11/15/2019	EFT	Verizon Wireless	-split-	Oct-19	872.19	X		240,497.21
11/15/2019	EFT	Verizon Wireless	-split-	Oct-19	1,325.26	X		239,171.95
11/18/2019	EFT	El Dorado Disposal S...	-split-	10/01/19-10/31...	861.38	X		238,310.57
11/19/2019		Transfer from LAIF	1074 · Local Agency I...	Confirm #1585...		X	750,000.00	988,310.57
11/20/2019	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Ref # 1741112...	20,413.58	X		967,896.99
11/20/2019	OES OT ...	Big O Tires	6141 · Tires	For CHK 2268...		X	222.83	968,119.82

El Dorado Hills Fire Department

12/12/2019 2:59 PM

Register: 1000 · Bank of America  
 From 11/01/2019 through 11/30/2019  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/21/2019	EFT	Intuit Quickbooks	6190 · Office Supplies		345.31	X		967,774.51
11/21/2019	EFT	ADP (FSA)	-split-		92.31	X		967,682.20
11/21/2019	22768	Access Systems, Inc.	6150 · Maintenance,Str...	Invoice # 10524	446.81			967,235.39
11/21/2019	22769	Aflac	6204 · Other Professio...	Inv # 341161	432.10			966,803.29
11/21/2019	22770	Aramark	-split-	Acct. # 792270...	72.40			966,730.89
11/21/2019	22771	ARI Investigations Inc.	6202 · Legal/Human R...	Invoice # 19-194	1,500.00			965,230.89
11/21/2019	22772	Brad Ballenger	6040 · Dental/Vision R...		500.00			964,730.89
11/21/2019	22773	Best Best & Krieger	6202 · Legal/Human R...	Inv # 862266	758.16			963,972.73
11/21/2019	22774	Burkett's	-split-		591.57			963,381.16
11/21/2019	22775	Cascade Fire Equipm...	6231 · Hose	Invoice # 103498	4,676.10			958,705.06
11/21/2019	22776	California Fire Chief...	2029 · Other Payable		1,200.00			957,505.06
11/21/2019	22777	CA Chamber of Com...	-split-	Customer # 35...	363.52			957,141.54
11/21/2019	22778	Caltronics Business ...	6190 · Office Supplies	Invoice # 2900...	512.29			956,629.25
11/21/2019	22779	Chima's Towing	6143 · Outside Work	Invoice # 12018	740.00			955,889.25
11/21/2019	22780	Department of Motor...	6720 · Fixed Assets		320.00			955,569.25
11/21/2019	22781	Doug Veerkamp	6143 · Outside Work		1,941.64			953,627.61
11/21/2019	22782	The Fire Connection	-split-	Invoice # 13029	607.30	X		953,020.31
11/21/2019	22783	Hefner, Stark & Mar...	-split-	Statement # 38...	6,300.00			946,720.31
11/21/2019	22784	The Home Depot Pro	-split-		1,150.81			945,569.50
11/21/2019	22785	Hunter Gold	-split-		130.00			945,439.50
11/21/2019	22786	Golden State Emerge...	6143 · Outside Work	Invoice # WI00...	2,945.33			942,494.17
11/21/2019	22787	InterState Oil Compa...	-split-		1,320.87	X		941,173.30
11/21/2019	22788	Jack Clancy Associates	6202 · Legal/Human R...	Invoice # 1257	16,500.00			924,673.30
11/21/2019	22789	Kronos	-split-	Invoice # 1151...	20,923.38			903,749.92
11/21/2019	22790	Larry R. Fry	6034 · Health Cost of ...		202.00			903,547.92
11/21/2019	22791	L.N. Curtis & Sons	-split-		14,559.63			888,988.29
11/21/2019	22792	Longyear & Lavra L...	6202 · Legal/Human R...	Invoice # 19581	420.00	X		888,568.29
11/21/2019	22793	Lutz & Associates C...	6204 · Other Professio...		3,250.00			885,318.29
11/21/2019	22794	Maurice Wyatt	6150 · Maintenance,Str...		240.00			885,078.29
11/21/2019	22795	Motorola Solutions Inc	-split-	Customer Acct....	216.19			884,862.10
11/21/2019	22796	Mountain Democrat	6203 · Notices	Invoice # 7076	75.00			884,787.10
11/21/2019	22797	California Profession...	6170 · Dues and Subsc...	Invoice # PER-...	630.00			884,157.10
11/21/2019	22798	Richardson & Comp...	6201 · Audit	Invoice No. 11...	10,980.00			873,177.10
11/21/2019	22799	Rotary	-split-	Nov 2019 Dues...	210.00			872,967.10
11/21/2019	22800	Sandra Sanders	6040 · Dental/Vision R...		109.00			872,858.10
11/21/2019	22801	Scott's PPE Recon, Inc.	6102 · Other Clothing ...		26.00			872,832.10
11/21/2019	22802	Steve Maranville	-split-		310.00			872,522.10
11/21/2019	22803	Trace Analytics, Inc.	6144 · Equipment Mai...	Invoice # 19-2...	89.00			872,433.10
11/21/2019	22804	Vincent Communicat...	6145 · Radio Maintena...	Invoice # 78448	514.71			871,918.39
11/21/2019	22805	West Coast Events	6181 · Miscellaneous		450.00			871,468.39

El Dorado Hills Fire Department

12/12/2019 2:59 PM

Register: 1000 · Bank of America  
 From 11/01/2019 through 11/30/2019  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/21/2019	22806	Zoll Medical Corpor...	6161 · Medical Supplies		506.22	X		870,962.17
11/21/2019	PR19-11-2		-split-	Total Payroll T...	78,806.37	X		792,155.80
11/21/2019	PR19-11-2		1000 · Bank of Americ...	Direct Deposit	283,617.71	X		508,538.09
11/21/2019	PR19-11-2		1000 · Bank of Americ...	Payroll Checks		X		508,538.09
11/22/2019		Deposit	3510 · Misc. Operating...	Deposit		X	1,119.71	509,657.80
11/22/2019	EFT	P. G. & E.	-split-	Nov-19	286.33	X		509,371.47
11/22/2019	EFT	P. G. & E.	-split-	Nov-19	34.72			509,336.75
11/23/2019	EFT	Verizon Wireless	-split-	Oct-19	40.01	X		509,296.74
11/23/2019	EFT	Verizon Wireless	-split-	Oct-19	582.32	X		508,714.42
11/25/2019	EFT	Nationwide Retireme...	-split-	PR19-11-2	21,198.92	X		487,515.50
11/25/2019	EFT	P.E.R.S. Retirement (...)	6204 · Other Professio...	1959 Survivor ...	300.00	X		487,215.50
11/25/2019	EFT	P.E.R.S. ING	-split-	PR19-11-2	3,665.46	X		483,550.04
11/25/2019	EFT	P.E.R.S. Health	-split-	December 2019	189,844.67	X		293,705.37
11/25/2019	EFT	P.E.R.S. Retirement	-split-	PR19-11-1	100,337.96	X		193,367.41
11/25/2019	EFT	ADP (FSA)	-split-		15.00	X		193,352.41
11/26/2019		Transfer from LAIF	1074 · Local Agency I...	Confirm #1586...		X	100,000.00	293,352.41
11/26/2019		Void	2029 · Other Payable			X		293,352.41
11/26/2019	EFT	P.E.R.S. Retirement	-split-	PR19-11-2	96,554.45	X		196,797.96
11/26/2019	22807	Void	2029 · Other Payable			X		196,797.96
11/26/2019	22809	LisaMarie Mason	2029 · Other Payable		5,986.08			190,811.88
11/27/2019		Deposit	3513 · Rental Income (...)	Deposit		X	2,100.00	192,911.88
11/27/2019		Deposit	-split-	Deposit		X	104,143.82	297,055.70
11/28/2019	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	43,010.58			254,045.12
11/29/2019	EFT	P. G. & E.	-split-	Nov-19	207.91			253,837.21

# EL DORADO HILLS COUNTY WATER DISTRICT

## EIGHT HUNDRED NINTH MEETING OF THE BOARD OF DIRECTORS

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Thursday, November 21, 2019

5:00 p.m.

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

### I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND RECESS TO CLOSED SESSION

President Giraud called the meeting to order at 5:00 p.m. and Director Hartley led the Pledge of Allegiance. Directors in attendance: Bennett, Durante, Giraud, Hartley, and White. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance.

Meeting adjourned to closed session at 5:00 p.m.

The meeting reconvened at 6:13 p.m. The Board took no action during closed session.

### II. CLOSED SESSION ITEMS

- A. **Closed Session** pursuant to Government Code Section 54956.9(D)(1):  
Conference with legal counsel regarding existing litigation: LisaMarie Mason v. El Dorado Hills County Water District, et. al.; United States District Court Case No. 2:18-cv-00223-MCE-AC
- B. **Closed Session** pursuant to Government Code Section 54956.9(D)(1):  
Conference with legal counsel regarding existing litigation: Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633
- C. **Closed Session** pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief
- D. **Closed Session** Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9 (d)4); potential litigation; one matter

### III. Presentation

- A. **Camp Fire Presentation** – Captain Tom Anselmo gave a presentation on the Camp Fire in honor of its 1-year anniversary

*Agenda Item XI.A was taken out of order prior to the Consent Calendar.*

### IV. CONSENT CALENDAR

- A. Approve Minutes of the 807<sup>th</sup> Board meeting held October 17, 2019
- B. Approve Minutes of the 808<sup>th</sup> Board meeting held November 6, 2019
- C. Approve Financial Statements for October 2019

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

**V. ORAL COMMUNICATIONS**

- A. EDH Professional Firefighters** – Mark Ali, President, reminded the Board that the annual “Movember” Golf Tournament fundraiser is scheduled for December 2<sup>nd</sup>. He also thanked the Board for approving the MOU.
- B. EDH Firefighters Association** – Marshall Cox announced that an Association meeting will be scheduled in December
- C. Public Comment** – None

**VI. CORRESPONDENCE** – None

**VII. ATTORNEY ITEMS** – None

**VIII. COMMITTEE REPORTS**

- A. Administrative Committee (Directors Bennett and Durante)** – No report.
- B. Finance Committee (Directors Giraud and White)** – No report.

**IX. FIRE CHIEF’S REPORT** – Chief Johnson reported the following to the Board:

- Mandated Harassment training is mostly complete for the Department;
- Intern Patrick Kucich has completed the didactic portion of his Paramedic program and is working toward becoming a Firefighter/Paramedic;
- Santa Run roster is filling up quickly;
- Thank you to Captain Ali, Staff, and membership for the hard work during negotiations and for what they do for the community

**X. OPERATIONS REPORT**

- A. Operations Report (Receive and file)** – Received and filed
- B. Review and update regarding Joint Powers Authority** – Chief Johnson reported that the JPA has held several workgroup meetings to agree on a common methodology to determine the cost of a medic unit. He then stated the agencies have agreed to a method created by Director of Finance Braddock.

**XI. FISCAL ITEMS**

- A. Receive and file 2018/19 Final Audit Report, Management Letter and SAS 114 Governance Letter** – Audit Partner Brian Nash presented the draft audit report to the Board, explaining that the opinion issued is an unmodified, or “clean” opinion. Mr. Nash highlighted key sections of the financial statements and disclosures, including a breakdown of the District’s net position, a fund budget vs. actual analysis, and an overview of the District’s net pension and OPEB liabilities. He pointed out that a Management Letter was not needed because all recommendations from the prior year were addressed, and no audit

adjustments were needed. Director White raised questions about specific notes and disclosures, to which Mr. Nash responded that he would review and make some minor modifications.

- B. Receive and File Accountability Act Annual Report (2018/19) for the Latrobe Zone Special Tax** – Director of Finance Braddock presented the Latrobe Zone Accountability Act Annual Report and supplemental financial report for 2018/19. She explained the report is required by the County to add the Latrobe Special Tax to the tax roll each year.

*Director Bennett made a motion for President Giraudo to sign the Accountability Act Annual Report for 2018/19, seconded by Director Durante, and unanimously carried.*

## **XII. NEW BUSINESS**

- A. Public Hearing: Second reading and adoption of the 2019 California Fire Code by way of Ordinance 2019-01** – Fire Prevention Specialist Marshall Cox presented Ordinance 2019-01 adopting the 2019 California Fire Code, explaining changes that were made since the first reading.

**Public Hearing was opened at 7:06 p.m. and closed at 7:07 p.m. There were no comments from the public.**

*Director Hartley made a motion to adopt the 2019 California Fire Code by way of Ordinance 2019-01, seconded by Director White (Roll Call: Ayes: 5; Noes: 0).*

- B. Review and approve Resolution 2019-16 acknowledging the Department's compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code** – Fire Prevention Inspector Bryce De Witt explained that compliance with these sections of the California Health and Safety Code is mandated by law, and requires the District to complete inspections of schools, apartment complexes and hotels. The resolution presented attests that the District is in compliance.

*Director Durante made a motion to approve Resolution 2019-16 with amended sections, seconded by Director White (Roll Call: Ayes: 5; Noes: 0).*

- C. Review and approve Resolution 2019-15 authorizing access to State and Federal criminal history information for employment purposes** – Director of Human Resources Cora Hall presented the recommended resolution that would allow the department to use live scan fingerprinting during the pre-employment process in addition to the existing background check. She further explained the resolution is a template from the Department of Justice and is required to complete the application.

*Director Hartley made a motion to Adopt Resolution 2019-15 authorizing access to State and Federal criminal history information for employment purposes, seconded by Director White (Roll Call: Ayes: 5; Noes: 0).*

- D. Review and approve RFP award for Communications Study** – Deputy Chief Hall presented Staff’s recommendation that the Board award the RFP for the Communications Study to Federal Engineering in the amount of \$105,000. He explained the RFP submission, evaluation and rating process. He further noted that Federal Engineering has guaranteed completion of the project in 8 weeks.

*Director Hartley made a motion to approve the RFP award for the Communications Study to Federal Engineering, seconded by Director White, and unanimously carried.*

**XIII. OLD BUSINESS** – None

**XIV. ORAL COMMUNICATIONS**

- A. Directors** – Director Hartley noted he was impressed with the Camp Fire presentation.
- B. Staff** – Chief Johnson noted how similar El Dorado Hills is with to places like Paradise and stated there are upcoming meetings to address the crisis with rising homeowners’ insurance rates. Chief Lilienthal listed upcoming events, including the Tree Lighting, Holiday dinner, Santa Run, and Senior Lunch.
- C. Schedule upcoming committee meetings** – None

**XV. ADJOURNMENT**

*Director Hartley made a motion to adjourn the meeting, seconded by Bennett, and unanimously carried.*

The meeting adjourned at 7:35 p.m.

Approved:

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Jessica Braddock, Board Secretary

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John Giraud, President

DRAFT



Maurice Johnson  
Fire Chief

# El Dorado Hills Fire Department

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1050 Wilson Blvd. • El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

**DATE:** December 19, 2019  
**TO:** Board of Directors  
**AGENDA ITEM:** VIII A.1  
**SUBJECT:** Payment of Permitting to El Dorado County

## SUMMARY

El Dorado Hills Fire Department is currently working through the permitting process for the future training facility. As part of this process, there are several fees that have to be paid by the Department to the County of El Dorado to ensure that all necessary permits are legally obtained.

## DISCUSSION

El Dorado Hills Fire Department, working with its contractors, is working on completing all necessary requirements to obtain the special use permit issued by the County of El Dorado. Through this process, it has been determined, via the El Dorado County Development Services Department, Commercial Permit Fee Worksheet for the West Slope, to suffice the requirements, the Department owes \$50,692.22 in permitting fees.

## FISCAL IMPACT

The quoted fees referenced in the Commercial Permit Fee Worksheet for the West Slope is **\$50,692.22**. The necessary funds were budgeted into the Training Center project.

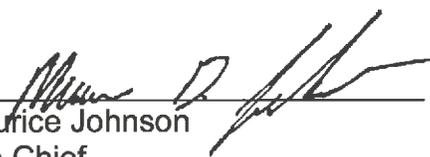
## RECOMMENDATION

Staff recommends the Board of Directors authorize the payment of outlined fees in the El Dorado County Development Services Department, Commercial Permit Fee Worksheet for the West Slope.

Submitted by:

  
\_\_\_\_\_  
Dustin Hall  
Deputy Chief, Operations

Approved by:

  
\_\_\_\_\_  
Maurice Johnson  
Fire Chief

# EL DORADO COUNTY DEVELOPMENT SERVICES DEPARTMENT

## Commercial Permit Fee Worksheet - West Slope

Placerville (530) 621-5315 - Exclusive of South Lake Tahoe

\*\*\*Effective 10/01/2019\*\*\*

Address: PERMIT #266613

Assessor Parcel Number: \_\_\_\_\_ X NEW      ADDITION      REMODEL

Development Services Fees			
BUILDING USE:	Sq. Ft.	VALUE PER Sq.Ft	VALUATION
VB			\$0.00
VB			\$0.00
VB			\$0.00
Other			\$0.00
Remodel / Elect / Mech / Plumbing (Total Valuation)			\$2,492,161.00
<b>TOTAL VALUATION:</b>			<b>\$ 2,492,161.00</b>
<b>T&amp;M APPLICATION FEE</b>			<b>\$109.00</b>
<b>Technology Fee</b> (.0356% of value / \$3 min - \$300 max)		0.000356	\$300.00
<b>General Plan Implementation Fee</b> (.0267% of value / \$2 min - \$300 max)		0.000267	\$300.00
<b>Encroachment</b> / (if applicable per entrance fee)		\$327.00	
<b>Grading</b> / 2% of Engr Est or min \$2,000) + \$109 app fee			\$49,843.22
<b>Planning Review Fee</b> (Non-Res Site Rev \$423.00)(Non-Res Misc \$112.00)			
<b>TOTAL DEVELOPMENT SERVICES FEES:</b>			<b>\$50,552.22</b>

Other Agency & Development Fees Due At Permit Issuance			
<b>SMIP Fee</b> (State Mandated for earthquake related programs)		0.00028	\$0.00
<b>Green Fee</b> (State Mandated, \$1.00 per \$25,000 value) on all permits		\$25,000	\$100.00
<b>Rare Plant Mitigation Fee:</b> (Mit 2-\$0.28/sq ft) (Mit 1-\$0.59/sq ft)			
<b>Surveyor's Office Addressing Fee</b> (per building)		\$40.00	\$ 40.00
<b>CSD / Park &amp; Rec Fees:</b> (Cameron Park / El Dorado Hills / Georgetown)			
<b>Fire District Fee:</b> Contact the appropriate district for their review and/or impact fees	OFFICE		
<b>Additional Fire Fee</b>	STORAGE		
<b>Department of Transportation</b> (530) 621-5941: Traffic Impact Mitigation Fee			
<b>Environmental Management</b> (530) 621-5300		well/septic/comm kitchen	
Note: If your parcel is not serviced by a well and/or septic system, contact the appropriate water/sewer district for fees / service. EID 530-622-4513			
<b>YOUR ESTIMATED TOTAL FEES: *** DOES NOT INCLUDE SCHOOL FEES***</b>			<b>\$50,692.22</b>

<p><b>School District Fees: (\$ price per st.)</b>                  (based on date of permit issuance, not date of permit application)                  Contact the Superintendent of Schools for fees (530) 295-2202  <b>A separate check is required, make check payable to E.D.C.O.E.</b></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Please note that this is only an estimate and does not constitute a quote as fees are subject to change without notice. This quote does not ensure this is for an Allowed Use. Please verify allowed uses with Planning Services. When submitting your application, please do not bring a pre-printed check. Thank you.*

Updated: 09-11-2019

## SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (“Agreement”) is made effective as of March 31, 2019 by and between EL DORADO HILLS COUNTY WATER DISTRICT d/b/a El Dorado Hills Fire Department (“EDHFD”) and the RESCUE FIRE PROTECTION DISTRICT (“RESCUE”) (collectively, “the Parties”).

### RECITALS

WHEREAS, EDHFD and RESCUE have had a long-standing relationship; and

WHEREAS, RESCUE believes it could benefit from some of the “Depth of Organization” training and other support services EDHFD provides to its own personnel; and

WHEREAS, the two agencies agree that they can work cooperatively to meet one another’s needs in these areas at reasonable costs to either Party, and have been doing so for several months; and

WHEREAS, the Parties’ current relationship has been working well and the Parties desire to expand and maximize their sharing of personnel resources while the parties explore annexation options;

**NOW, THEREFORE**, the Parties hereby agree to share various services between them as follows:

### AGREEMENT

#### **1. TERM**

The term of this Agreement shall commence on January 1, 2020 and terminate at 5:00p.m. on December 31, 2024 unless terminated sooner by either Party pursuant to Section 5.

#### **2. SERVICES PROVIDED BY EDHFD TO RESCUE**

A. EDHFD personnel would provide services to RESCUE personnel as follows:

1. Providing Interim Fire Chief services. The EDHFD Fire Chief will, in addition to regular duties for EDHFD, provide Interim Fire Chief services for RESCUE, including but not limited to general administration and oversight, budget administration, personnel management and supervision, and similar related activities described more fully in the attached Rescue Fire Chief job description (**Exhibit A**), which is incorporated into this Agreement by reference. Performance of all such duties shall be in accordance with the requirements and expectations of statutory law, applicable RESCUE rules and regulations, the direction and priorities provided by the RESCUE Board of Directors, and the customary duties and standards of a Fire Chief in California.

2. Providing Administrative Support Services;
  3. Providing 24/7/365 Chief Officer coverage through the on-duty Battalion Chief, including daily operational support;
  4. Providing training services: (a) to ensure compliance with applicable federal and state regulations, and (b) including RESCUE personnel in EDHFD's ongoing "Shift Training" and "Target Solutions" programs;
  5. Providing Fire Prevention/Community Risk Reduction services to RESCUE;
  6. Providing human resources support, including but not limited to "TeleStaff" automated staffing services, coordinated testing and promotional exams, and apparatus maintenance support.
  7. Serving as JPA Systems Status Representative and as County Operations Representative; and
  8. Attended monthly and Special Board meetings and provide support to the RESCUE Board of Directors.
- B. The services outlined in this Section will be directed and assigned by the EDHFD Fire Chief, with the approval of the RESCUE Board of Directors.
- C. Cost for Services
1. RESCUE shall compensate EDHFD for services described in this Agreement seventy-five thousand dollars (\$75,000) per annum. Payments will be made annually and are due on the first day of July of each Fiscal Year 2020-2021, 2021-2022, 2022-2023, and 2023-2024).
  2. For Fiscal Year 2019-2020, partial payment will be due on January 1, 2020.

**3. PARTIES EXCLUSIVELY MAINTAIN RESPECTIVE EMPLOYEES**

- A. EDHFD employees providing services to RESCUE under this Agreement shall remain solely employees of EDHFD and shall have no claim to wages, benefits, pensions, civil service or any other rights provided by RESCUE to RESCUE's own employees.
- B. RESCUE employees providing services to EDHFD under this Agreement shall remain solely employees of RESCUE and shall have no claim to wages, benefits, pensions, civil service or any other rights provided by EDHFD to EDHFD's own employees.
- C. EDHFD and RESCUE shall each secure and maintain workers' compensation

insurance that will cover (i) its own employees who may provide services under this Agreement, as well as (ii) the other Party's employees who are providing services under this Agreement. EDHFD will indemnify and hold RESCUE harmless from and against claims by EDHFD employees injured while performing services for RESCUE. RESCUE will indemnify and hold EDHFD harmless from and against all such claims by RESCUE employees injured while performing services for EDHFD.

- D. Both Parties expressly agree that neither have, nor are assuming, any liability for the payment of wages or any other compensation or benefits to the other Party's employees performing services pursuant to this Agreement, nor shall either Party be liable for compensation to the other Party's employees for injury or sickness arising out of performance of services pursuant to this Agreement. All such liabilities are the exclusive responsibility of the Party employing such employees. EDHFD will indemnify and hold RESCUE harmless from and against claims by EDHFD employees. RESCUE will indemnify and hold EDHFD harmless from and against all such claims by RESCUE employees.
- E. Each Party shall be solely responsible for any and all labor discussions and negotiations with its own employees or their bargaining representative required by law (e.g. Gov't Code sections 3500 *et seq.*) or by each agency's ordinances, policies, or agreements. EDHFD agrees to indemnify and hold RESCUE harmless from and against any unfair labor practice charges or similar claims by RESCUE employees or their bargaining representative. RESCUE agrees to indemnify and hold EDHFD harmless from and against any unfair labor practice charges or similar claims by EDHFD employees or their bargaining representative.

#### 4. **INSURANCE**

EDHFD and RESCUE shall each maintain insurance in the form and amounts prescribed below. Each agency's own individual coverage shall be primary as to claims arising out of activities performed by its own personnel.

- A. Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than \$2 million. The fire damage component of such insurance shall be not less than \$100,000.
- B. Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation in at least the minimum statutory limits.

- D. General provisions for all insurance shall include the other Party, as well as its elected and appointed officials, employees, and agents, as additional insureds with respect to this Agreement and the performance of services in this Agreement. Additional insured status under this provision shall be limited to each Party's obligation to indemnify the other as described in this Agreement.

No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

## **5. TERMINATION OF AGREEMENT**

- A. Either Party may unilaterally terminate this Agreement for any reason upon 30 days' written notice delivered by hand-delivery or by overnight delivery service allowing for package tracking (e.g. Federal Express, Golden State Overnight, etc.) The notice shall be effective as of the date of delivery.
- B. Notice of Termination shall be delivered either to the Party's Chairperson of its Board of Directors or to its Clerk of the Board.

## **6. INDEMNIFICATION**

- A. RESCUE shall indemnify and hold harmless EDHFD, and its directors, officers, managers, employees, agents, contractors, successors and assigns, from and against any and all liability and loss including reimbursements of all costs and expenses created by a claim, including, but not limited to, costs to defend, administrative costs, judgments, awards or settlements resulting from (i) RESCUE's performance of its obligations hereunder, (ii) any actions or conduct of RESCUE, its agents or its employees, including, but not limited to, those that are the basis of a charge of retaliation, discrimination, harassment, wrongful termination, or other employment-related causes of action.
- B. EDHFD shall indemnify and hold harmless RESCUE, and its directors, officers, managers, employees, agents, contractors, successors and assigns, from and against any and all liability and loss including reimbursements of all costs and expenses created by a claim, including, but not limited to, costs to defend, administrative costs, judgments, awards or settlements resulting from (i) EDHFD's performance of its obligations hereunder, (ii) any actions or conduct of EDHFD, its agents or its employees, including, but not limited to, those that are the basis of a charge of retaliation, discrimination, harassment, wrongful termination, or other employment-related causes of action.
- C. In addition, each Party agrees to defend, indemnify, and save the other Party harmless from any and all claims arising out of said Party's employees' intentional or negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or

result from the negligent or intentional acts or omissions of said Party, its officers, employees, or agents.

- D. Each Party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of its employees. In such cases, each Party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs.
- E. Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with the verdict's or award's allocation or determination of comparative fault.
- F. For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers. Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any Party to this Agreement shall be considered an "employee" of any other Party to this Agreement for purposes of indemnification.
- G. The provisions listed under this Section shall survive termination of this Agreement. Both parties agree to notify each other immediately upon assertion or possible assertion of any and all such claims and to cooperate with one another in the investigation and defense of said claims. With specific regard to the aforementioned duty to cooperate, time is of the essence. Both parties acknowledge and agree that the failure to notify the other Party of any claim shall be deemed hereunder a material breach of this Agreement.

## **7. NO ASSIGNMENT**

Any assignment or transfer of rights and/or obligations of any conditions, in whole or in part, of this Agreement by either Party hereto without the express written consent of the other Party shall be null and void.

## **8. MISCELLANEOUS**

- A. Force Majeure. Neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This

Agreement may be executed in several counterparts, each of which shall be deemed an original.

- C. Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.
- D. Amendments. This Agreement may be modified in writing and signed by both parties.
- E. Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- F. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.
- G. Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one Party or another. Each Party to this Agreement understands its right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
- H. No Third-Party Beneficiary. This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
- I. Authorized Signatures. Each Party represents and warrants that the signatories to this Agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

Dated: \_\_\_\_\_

**EL DORADO HILLS COUNTY WATER DISTRICT d/b/a El Dorado Hills Fire Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**RESCUE FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EL DORADO HILLS FIRE DEPARTMENT**  
*“YOUR SAFETY ... OUR COMMITMENT”*



**MONTHLY OPERATIONS REPORT**  
**NOVEMBER 2019**

\*All times are collected using a combination of Active 911 and Crystal Reports. The times are provided with the best accuracy possible given the limitations of technology in our system. The current system does not allow for accurate data collection.

## Response (Per District) - 2019 vs. 2018

Response District	# of Responses <u>NOV. 2019</u>	# of Responses <u>Y.T.D. 2019</u>	# of Responses <u>NOV. 2018</u>	# of Responses <u>Y.T.D. 2018</u>
84	81	783	55	713
85	73	791	51	732
86	42	487	61	522
87	73	1045	74	979
91	20	76	11	60
92	1	29	2	22
Mutual Aid	45	672	84	832
Transfer	16	225	19	225
<b>TOTALS</b>	<b>351</b>	<b>4,108</b>	<b>357</b>	<b>4,085</b>

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By District (Summary)  
 Note: Run all Districts on 1 page each (manually add subdistricts)

## Response (Per Unit) – 2019 vs. 2018

Unit Number	# of Responses <u>NOV. 2019</u>	# of Responses <u>Y.T.D. 2019</u>	# of Responses <u>NOV. 2018</u>	# of Responses <u>Y.T.D. 2018</u>	# of Responses <u>TOTAL 2018</u>
<b>E-84</b>	85	861	62	808	872
<b>T-85/E-85</b>	96	1,061	90	1,043	1,146
<b>E-86</b>	60	640	78	755	813
<b>E-87</b>	102	1,136	89	1,085	1,163
<b>E-91/P-91</b>	16	259	24	221	241
<b>M-85</b>	188	2,121	197	2,128	2,307
<b>B-85</b>	63	610	56	643	704

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By Unit By District  
 Note: Run all Units (Monthly/YTD/Yearly) Report total number per report

## Response (By Type of Call) – November 2019

RESPONSE DISTRICT	FIRE CALLS	EXPLOSIONS	EMS, RESCUE, ACCIDENT	HAZARDOUS CONDITION	SERVICE CALLS	GOOD INTENT CALLS	FALSE ALARMS	SEVERE WEATHER CALLS	SPECIAL, OTHER CALLS
84	2	0	56	4	10	5	4	0	0
85	0	0	51	0	12	4	6	0	0
86	0	0	25	0	5	6	6	0	0
87	0	0	66	1	10	8	2	0	0
91	2	0	2	0	1	0	1	0	0
92	0	0	0	0	0	1	0	0	0
A/M	4	0	22	0	2	17	0	0	0
<b>TOTAL</b>	<b>8</b>	<b>0</b>	<b>238</b>	<b>5</b>	<b>40</b>	<b>41</b>	<b>24</b>	<b>0</b>	<b>0</b>

*(Totals exclude transfers by M85)*

INCIDENT TYPE	INCIDENT DESCRIPTION	NUMBER OF INCIDENTS
111	Building fire	2
113	Cooking fire, confined to container	1
131	Passenger vehicle fire	1
138	Off-road vehicle or heavy equipment fire	1
143	Grass fire	2
150	Outside rubbish fire, Other	1
321	EMS call, excluding vehicle accident with injury	4
321C	EMS call, Cardiac	17
321G	EMS call, General Medical	125
321N	EMS call, Cancelled at Scene No Pt. Contact	3
321R	EMS call, Respiratory	18
321T	EMScall, Trauma, excluding veh accident with injury	30

321X	EMS call, Transfer	16
322	Motor vehicle accident with injuries	16
323	Motor vehicle/pedestrian accident (MV Ped)	1
324	Motor Vehicle Accident with no injuries	6
350	Extrication, rescue, Other	1
360	Water & ice-related rescue, other	1
400	Hazardous condition, Other	1
410	Combustible/flammable gas/liquid condition, other	1
412	Gas leak (natural gas or LPG)	1
441	Heat from short circuit (wiring), defective/worn	2
500	Service Call, other	1
510	Person in distress, Other	4
511	Lock-out	1
522	Water or steam leak	2
531	Smoke or odor removal	1
541	Animal problem	1
541S	Animal problem snake	4
542	Animal rescue	1
550	Public service assistance, Other	2
553	Public service	4
554	Assist invalid	17
571E	ENGINE/TRUCK Cover assignment, standby, moveup	2
611A	Dispatched & canceled en route Fire Alarm	6
611F	Dispatched & canceled en route to Fire	6
611M	Dispatched & canceled en route Medical	8
611S	Dispatched & canceled en route Special Duty	2
611T	Dispatched & canceled en route Traffic Collision	5
622	No Incident found on arrival at dispatch address	8
631	Authorized controlled burning	1
650	Steam, Other gas mistaken for smoke, Other	1
651	Smoke scare, odor of smoke	2
661	EMS call, party transported by non-fire agency	1
671	HazMat release investigation w/no HazMat	1
700	False alarm or false call, Other	3
731	Sprinkler activation due to malfunction	1
733	Smoke detector activation due to malfunction	3
736	CO detector activation due to malfunction	1
743	Smoke detector activation, no fire - unintentional	5
744	Detector activation, no fire - unintentional	1
745	Alarm system activation, no fire - unintentional	5
74	Alarm system activation, no fire - unintentional	3
74	Carbon monoxide detector activation, no CO	2

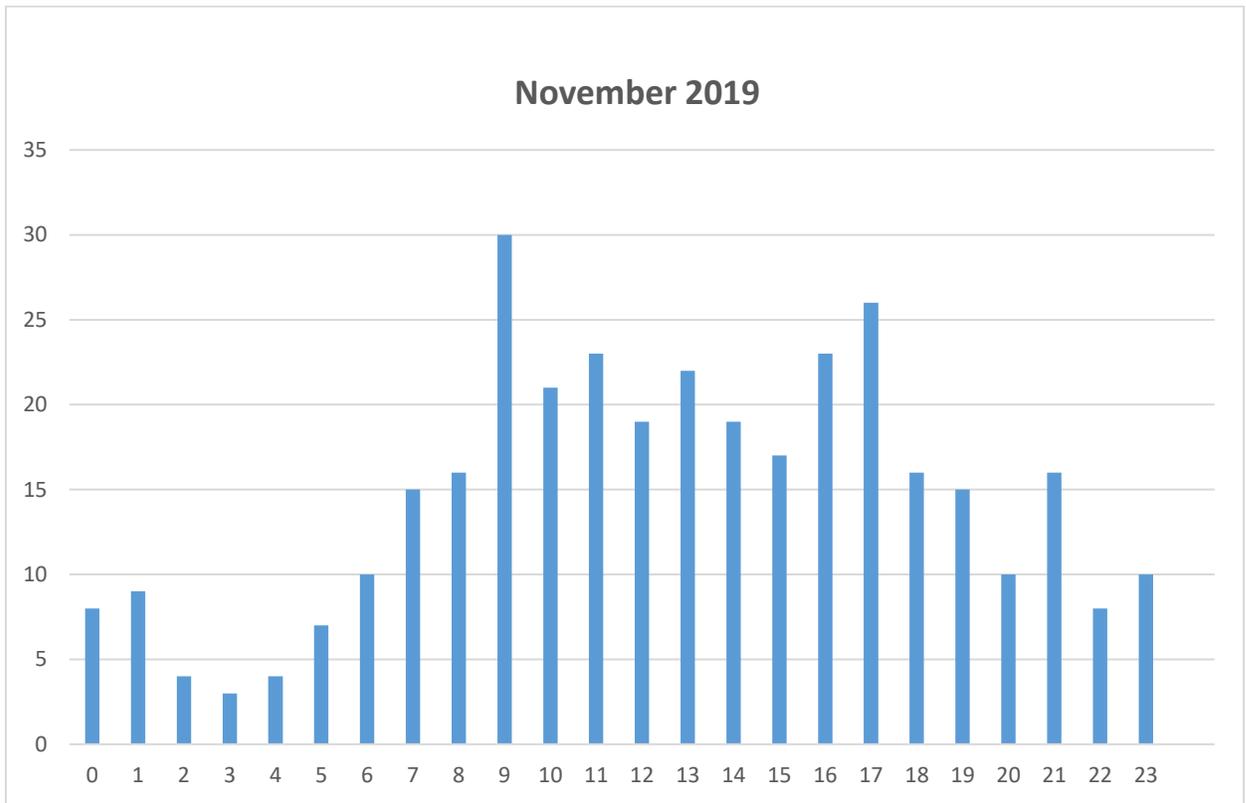
*Emergency Response Summary –  
Medic Units Response Time - El Dorado  
November 2019*

URBAN RESPONSE,

11-minutes, 90% of time

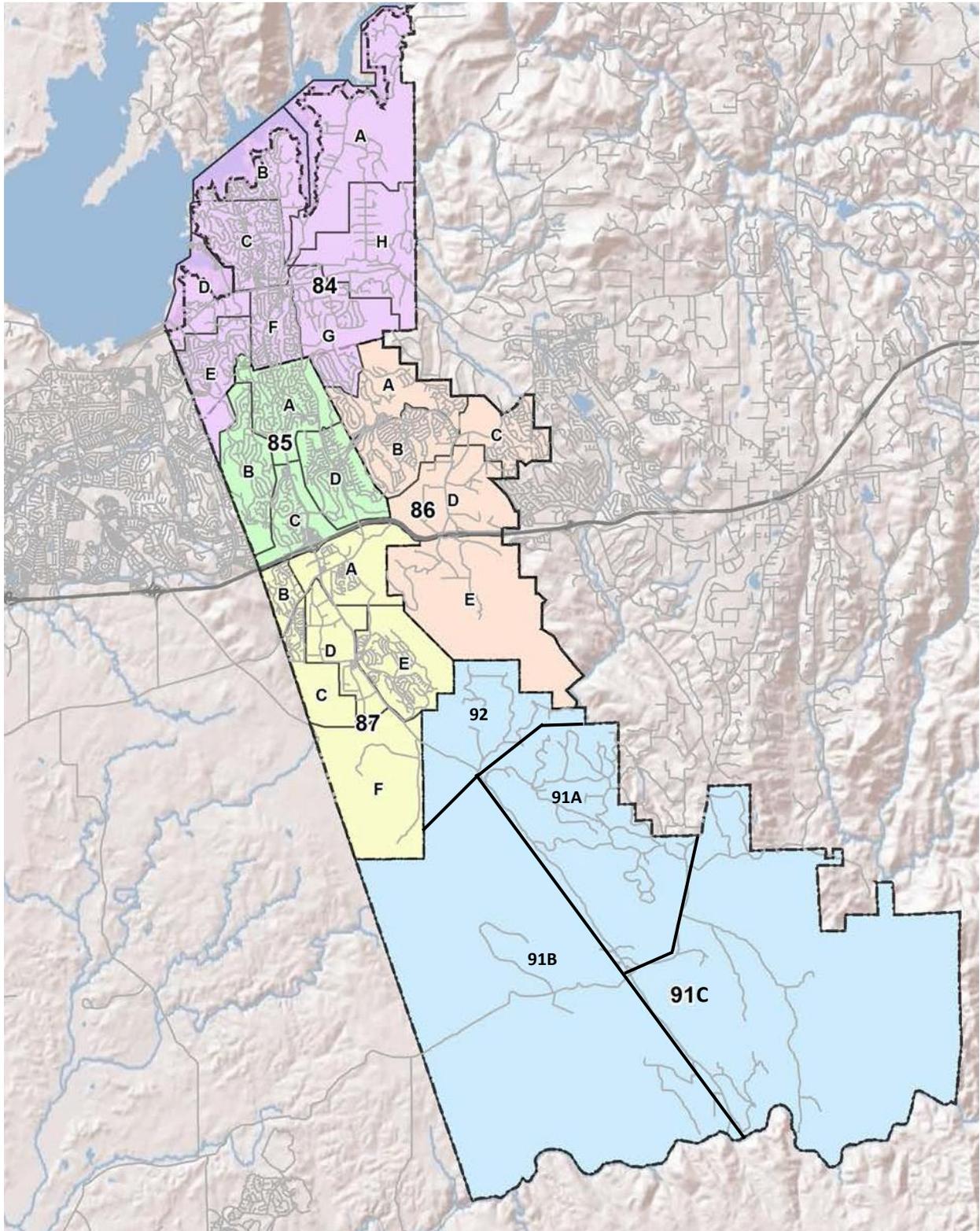
<b>Response Time Between 00:00:00 - 00:00:59</b>	<b>2.16%</b>
<b>Response Time Between 00:01:00 - 00:01:59</b>	<b>5.19%</b>
<b>Response Time Between 00:02:00 - 00:02:59</b>	<b>10.82%</b>
<b>Response Time Between 00:03:00 - 00:03:59</b>	<b>20.78%</b>
<b>Response Time Between 00:04:00 - 00:04:59</b>	<b>35.93%</b>
<b>Response Time Between 00:05:00 - 00:05:59</b>	<b>52.38%</b>
<b>Response Time Between 00:06:00 - 00:06:59</b>	<b>67.97%</b>
<b>Response Time Between 00:07:00 - 00:07:59</b>	<b>74.89%</b>
<b>Response Time Between 00:08:00 - 00:08:59</b>	<b>84.42%</b>
<b>Response Time Between 00:09:00 - 00:09:59</b>	<b>91.34%</b>
<b>Response Time Between 00:10:00 - 00:10:59</b>	<b>94.81%</b>

# Incidents by Hour of the Day



Hour of Day

Tools – Queries – Incident Report – NFIRS – Count of Incidents by Alarm Hour





# EL DORADO HILLS FIRE DEPARTMENT

*"Serving the Communities of El Dorado Hills, Rescue and Latrobe"*

August 26, 2019

Don Ashton  
CAO El Dorado County  
330 Fair Lane  
Placerville, CA 95667

Dear Mr. Ashton,

The Board of Supervisors adopted Resolution 041-2018 which approved the collection of Development Fees consistent with the Mitigation Fee Act. In the Resolution, the El Dorado Hills Fire Department's (EDHFD) Fire Impact Fee Nexus Study (Nexus Study) was adopted. The Nexus Study describes the annual reporting requirements and the annual inflationary adjustment.

The Nexus Study specifically states:

The resolution establishing the new fire impact fee should include a provision for annual inflationary adjustments based on 12-month percentage change in an appropriate engineering cost index as published by the Engineering News-Record.

The EDHFD has researched the appropriate engineering cost index as published by the Engineering News-Record and developed the following new Fee Schedule:

Land Use Category	Current Impact Fee (per sq. ft.)	Inflation Factor*	Proposed Impact Fee (per sq. ft.)
Single-Family Housing	\$ 0.92	2.518%	\$ <b>0.94</b>
Multi-Family Housing	\$ 1.50	2.518%	\$ <b>1.54</b>
Mobile Home	\$ 1.07	2.518%	\$ <b>1.10</b>
Assisted Living Facility	\$ 1.51	2.518%	\$ <b>1.55</b>
Retail/Commercial	\$ 1.55	2.518%	\$ <b>1.59</b>
Office	\$ 1.94	2.518%	\$ <b>1.99</b>
Industrial	\$ 1.42	2.518%	\$ <b>1.46</b>
Agriculture	\$ 0.60	2.518%	\$ <b>0.62</b>
Warehouse/Distribution	\$ 0.97	2.518%	\$ <b>0.99</b>

\* Inflation factor determined using the CCI % change from July 2018 to June 2019 per the Engineering News-Record ENR Cost Index, San Francisco.

We would like to see this new fee schedule adopted as soon as possible. If you have any questions, feel free to contact me at (916) 933-6623.

EL DORADO HILLS FIRE DEPARTMENT



Maurice Johnson  
Fire Chief

**EL DORADO HILLS COUNTY WATER DISTRICT  
RESOLUTION 2019-17  
RESOLUTION ADOPTING DEVELOPMENT FEES**

**WHEREAS**, the El Dorado County Board of Supervisors adopted Resolution 041-28 approving the collection of Development Impact Fees consistent with the Mitigation Fee Act; and

**WHEREAS**, the Fire Impact Fee Nexus Study for El Dorado Hills County Water District was adopted as a part of Resolution 041-028; and

**WHEREAS**, the Fire Impact Fee Nexus Study describes the annual reporting requirements and the calculation of an annual inflationary adjustment; and

**WHEREAS**, the El Dorado Hills County Water District has calculated an inflationary factor consistent with the adopted Nexus Study; and

**WHEREAS**, the inflationary factor has been applied to the previously adopted fee schedule and an adjusted fee schedule has been proposed;

**NOW, THEREFORE, BE IT RESOLVED** that the new Development Impact Fee schedule for the El Dorado Hills County Water District, attached hereto as Exhibit A, be adopted January 1, 2020, or as soon as administratively possible.

The foregoing resolution was duly passed and adopted by the Board of Directors of the El Dorado Hills County Water District at a meeting of said Board held on the 19th day of December 2019 by the following vote:

AYES:  
NOES:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Jessica Braddock, Secretary

\_\_\_\_\_  
John Giraud, President

## Exhibit A

### Proposed Development Impact Fee Schedule

<b>Land Use Category</b>	<b>Current Impact Fee (per sq. ft.)</b>	<b>Inflation Factor*</b>	<b>Proposed Impact Fee (per sq. ft.)</b>
Single-Family Housing	\$ 0.92	2.518%	\$ <b>0.94</b>
Multi-Family Housing	\$ 1.50	2.518%	\$ <b>1.54</b>
Mobile Home	\$ 1.07	2.518%	\$ <b>1.10</b>
Assisted Living Facility	\$ 1.51	2.518%	\$ <b>1.55</b>
Retail/Commercial	\$ 1.55	2.518%	\$ <b>1.59</b>
Office	\$ 1.94	2.518%	\$ <b>1.99</b>
Industrial	\$ 1.42	2.518%	\$ <b>1.46</b>
Agriculture	\$ 0.60	2.518%	\$ <b>0.62</b>
Warehouse/Distribution	\$ 0.97	2.518%	\$ <b>0.99</b>

\* Inflation factor determined using the CCI % change from July 2018 to June 2019 per the Engineering News-Record ENR Cost Index, San Francisco.



**Federal  
Engineering®**

**Federal Engineering, Inc.**

10560 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

## **BASIC SERVICE AGREEMENT**

AGREEMENT made this 12<sup>th</sup> day of December, 2019, by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10560 Arrowhead Drive, Suite 100, Fairfax, Virginia 22030, (hereinafter called "**FE**") and the El Dorado Hills Fire Department having offices at 1050 Wilson Boulevard, El Dorado Hills, California 95762 (hereinafter called the "**Client**").

The period of performance of this Agreement, for the purpose of issuing task orders hereunder, is from December 12, 2019 to December 31, 2020. This agreement may be extended by mutual agreement of both parties, in writing.

Subject to the provisions herein, **FE** shall in accordance with task orders issued hereunder, perform tasks in the general area of telecommunications, information technology, and management consulting services.

1. STATEMENT OF WORK: **FE** will complete the initial work as describe in its *Proposal for Fire Department Communications System Assessment and Design* dated November 1, 2019, in response to the **Client's** RFP, which is attached and made part of this agreement.

The **Client** may, from time to time, issue additional written Task Orders under this agreement which will specify: (a) the statement of work to be performed; (b) security requirements, if any; (c) ceiling price or amount of the order including all charges and travel authorizations, if any; and (d) any other applicable instructions. Said Task Orders will incorporate this agreement by reference. Where a conflict exists between the terms of any Task Order and the terms of this Agreement the terms of this Agreement shall control.

2. CLIENT OBLIGATIONS: Nothing herein shall be construed as an obligation of the **Client** to issue any additional tasks hereunder and the limit of the **Client's** duties shall extend only to the initial work and such additional task orders as it may issue. Additional task Orders, when issued, are subject to review and acceptance by **FE**, which shall accept by signing in the space so provided and returning a copy of the Task Order.

3. COMPENSATION: **FE** will be compensated in accordance with the terms and conditions as described in its *Proposal for Fire Department Communications System Assessment and Design* dated November 1, 2019, in response to the **Client's** RFP, which is attached and made part of this agreement.

For any additional fixed price Task Orders, **FE** will submit invoices in accordance with the agreed upon milestone schedule showing the tasks that have been completed. For any additional time and materials Task Orders, **FE** will submit invoices in accordance with the rates and terms indicated in Schedule A of its proposal. Unless stated

otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. **INDEPENDENT CONTRACTOR:** **FE** shall be deemed at all times to be an independent Contractor. Neither **FE** nor its personnel shall at any time, or for any purpose be considered employees or agents of the **Client**. **Client** is hereby contracting with **FE** for the services described in the Task Order and **FE** is not required to perform the services during a fixed hourly or daily time and if the services are performed at the **Client's** premises, then **FE's** time spent at the premises is to be at the discretion of **FE**; subject to the **Client's** normal business hours and security requirements. **FE** hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to **FE** to enable **FE** to perform the services required hereunder. The services shall be performed by **FE** and the **Client** shall not be required to hire, supervise or pay any assistants to help **FE** perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of **FE** subject to compliance with the task order. Except to the extent that **FE's** work must be performed on or with **Client's** computer or **Client's** software, all materials used in providing the services shall be provided by **FE**. **FE** shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this agreement. The **Client** understands and agrees that as an independent contractor, **FE** does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the **Client**.

5. **WARRANTY:** **FE** hereby warrants to the **Client** that the firm is not under any obligation, contract, or agreement, nor has the firm previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent **FE** from giving, and the **Client** from receiving, the full benefit of the firm's consulting services. **FE** makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose or merchantability.

6. **PROPRIETARY INFORMATION:** **FE** hereby agrees that at all times both during the term of this Agreement and three (3) years after termination thereof, **FE** will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" by the **Client**. **FE** under the terms of this agreement will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the **Client**, in writing. Nothing herein shall be construed as to preclude **FE** in engaging in any occupation or endeavor which will not directly or indirectly involve the proprietary information of the **Client**.

**FE's** obligations with respect to handling and using proprietary information as set forth in this agreement are not applicable to: (1) Information that at the time of disclosure under this agreement is either known to **FE** or disclosed in existing literature or patents or is in any other way in the public domain; (2) Information that after disclosure under this agreement becomes known to **FE** by independent discovery or by casual observation or analysis of information provided by a third party; (3) Information that after disclosure under this agreement becomes known to **FE** from a source other than the **Client** without breach of any obligation by the disclosing party; (4) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (5) Information available in the public domain

7. **RELEASE OF INFORMATION:** **FE** shall not make any public release of information in any medium concerning this agreement without prior review and approval by the **Client**. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the **Client** for approval, which shall not be unduly withheld.

8. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either party at any time, for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this agreement while work is in progress, **FE**, upon receipt of the notice shall stop all work as quickly as practical. The **Client** shall be responsible for all labor and expenses incurred by **FE** up until work actually terminates.

9. **ASSIGNMENT:** Neither party shall assign or transfer this Agreement without written consent of the other party.

10. **GOVERNING LAW:** This agreement shall be interpreted, and the rights of the parties shall be determined, under the laws of the State of California. The **Client** hereby agrees to pay all legal, court, and collection fees incurred by **FE** to collect any overdue invoices rendered to the **Client**. The **Client** agrees that the venue for any and all disputes shall be in the courts of El Dorado County, California.

11. **COMPLIANCE WITH APPLICABLE LAWS:** **FE** agrees to comply with all applicable laws, statutes, and orders of the United States Government and any State or political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this agreement.

12. **SET OFF:** The **Client** agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. **INSURANCE:** Consultant represents and warrants that it shall, at all times during the term of this Agreement, maintain the insurance in the stated amounts set forth below;

13.1 Workers' Compensation. Statutory Workers' Compensation covering all employees and complying with all laws of California and Employer's Liability Insurance with minimum limit of One Million Dollars (\$1,000,000).

13.2 Commercial General Liability. Commercial General Liability, Form CG 0001 or its equivalent (excluding professional liability coverage), providing for a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and aggregate for bodily injury or property damage combined including premises/operations liability, products completed operations liability, contractual liability and liability for Consultant's work.

13.3 Automobile. Commercial Automobile Liability insurance coverage in the sum not less than One Million Dollars (\$1,000,000) per incident for bodily injury and property damage combined including coverage for owned, non-owned, and hired automobiles.

13.4 Professional Liability. Professional Liability/Errors and Omissions, including contractual liability insurance, covering all Services performed by Consultant for or on behalf of Department in the amounts of not less than Two Million Dollars (\$2,000,000).

14. **HOLD HARMLESS:** **FE** shall indemnify and save **The Client** harmless from any losses, claims, demands, suits, judgments, or out-of-pocket expenses incurred as a result of any damage or injury to or claim against the **Client**, its employees, agents, or property, or for any injury or damage to or claim (including claims of patent or copyright infringement) by any third persons or their property which is directly or indirectly caused in the course of performance of any of the work specified in this agreement.

15. **NON-SOLICITATION:** **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with **FE**. **Client** further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the **Client** hire any employee, agent, or consultant of **FE**, that **FE** is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.

16. **WAIVER:** The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.

17. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any

other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

18. **ATTORNEYS FEES:** If either party should breach any term, condition or obligation created by this Agreement, then the other party shall be entitled to be reimbursed for all of its reasonable attorneys' fees, court costs, litigation fees, transcript costs, deposition costs, and other related litigation and non-litigation costs incurred.

19. **CONSTRUCTION:** Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

20. **ENTIRE AGREEMENT:** This Agreement supersedes all previous agreements both oral and in writing and contains all the terms and conditions of this transaction. All modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.

21. **EFFECTIVE DATE:** This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

**FEDERAL ENGINEERING, INC.**

**CLIENT**

By: \_\_\_\_\_

*Signature*

By: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



Austin Creek Elementary School  
1480 Snowy Egret  
Santa Rosa, California 95409

November 2019

Dear First Responders and Fire Fighters!

We are Kindergarten students at Austin Creek Elementary School in Santa Rosa. We missed school days because of power outages and evacuations due to the Kincade Fire.

Our principal, Ms. Lynch, gave us a list of all of the first responders and fire fighters that came to fight the Kincade Fire. We wanted to say thank you for keeping us safe and putting out the fire.

We each chose a fire station to send our letter to.  
We are thankful for each and every one of you.

Thank you for the work you do in your community and also for coming together to help our fire fighters keep us safe.

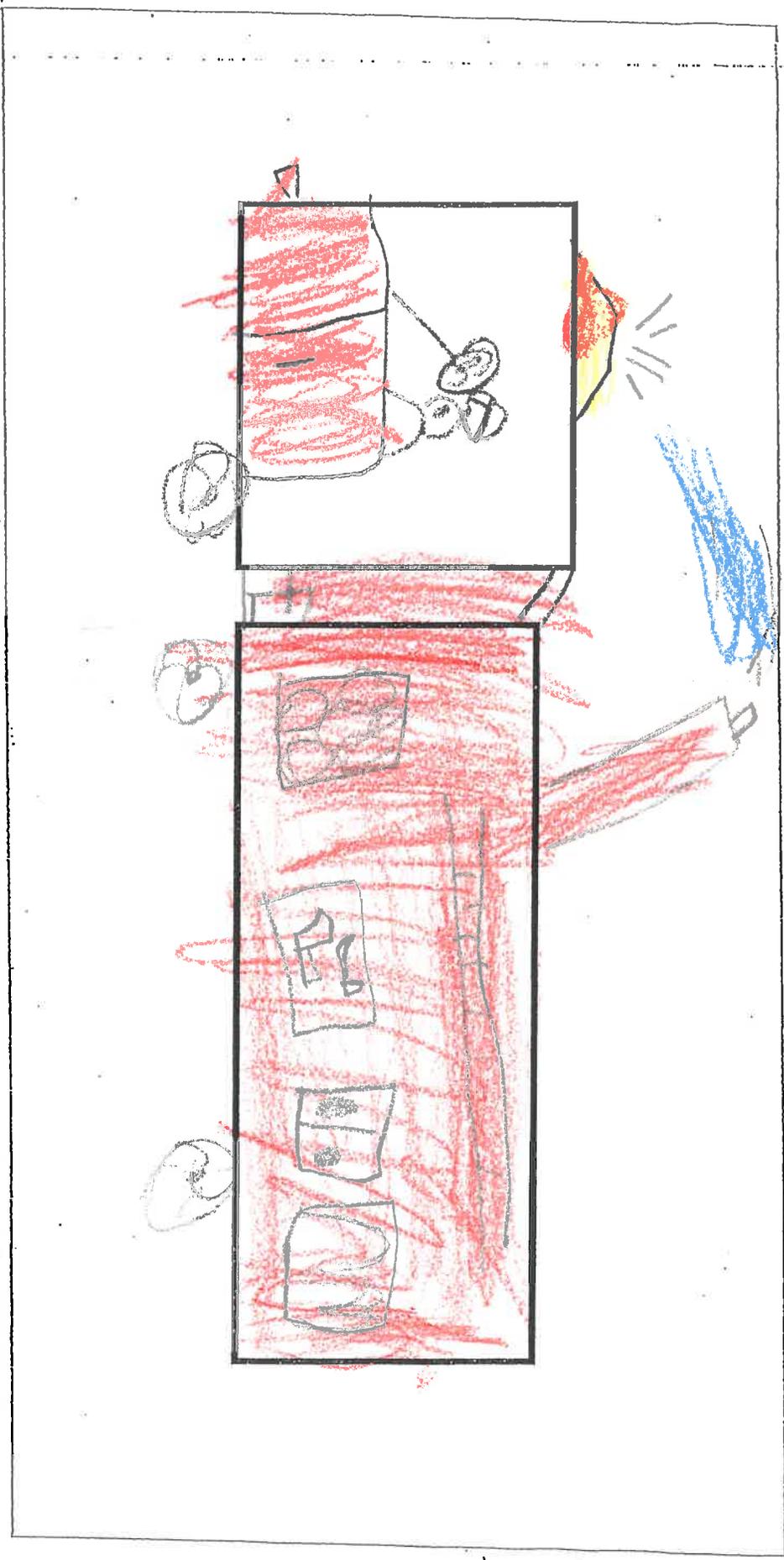
We appreciate you so much and wish you all a very Happy Thanksgiving!

Thank you from the bottom of our hearts...

The Kindergartners in Room 2

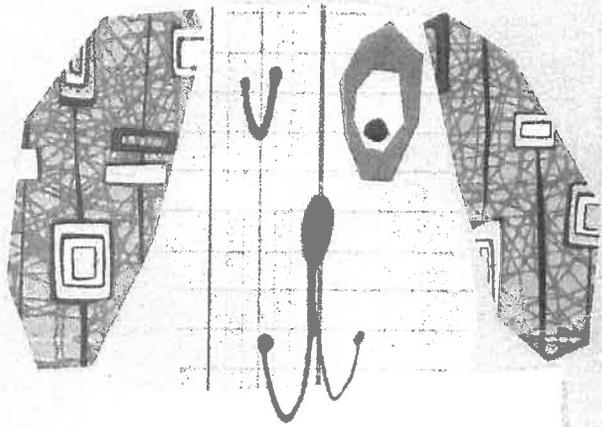
Abhishaan – Addie – Alysha – Andre – Audrey – Ava – Casey –  
Cordell – Eleanor – Elyse – Hayley – Ishani – Nadia – Nora – Oliver –  
Percy – Rory – Ruan – Santiago – Savannah – Warin  
and Mrs. Pressler

*Virginia Pressler  
Kindergarten  
Austin Creek*



THANK YOU FOR KEEPING

US SAFE AND ME LOVE YOU



Just a Little  
THANK-YOU...

Dear Mr. Cox  
and EDHFD,  
Thank you so  
much for recognizing my  
3rd graders in the poster  
contest and for the very  
generous gift card! We  
appreciate all you do for  
our community each day!  
Thank you so much  
again!

Alivia Rosal  
+ her 3rd gr.  
class!

**FOUR SEASONS CIVIC LEAGUE**

FACILITATING THE QUALITY OF LIFE

IN  
EL DORADO HILLS  
THROUGH  
AWARENESS  
AND  
INVOLVEMENT

FOUR SEASONS LODGE  
3186 FOUR SEASONS DR  
EL DORADO HILLS , CA 95762

Chief Maurice Johnson  
Wilson Blvd, El Dorado Hills, CA 95762

12/11/19

Chief Johnson :

The Four Seasons Community would like to express its gratitude to the El Dorado Hills Fire Department for the outstanding service to our community .

You have reached out to us in so many ways that exemplify the term Service that is your motto.

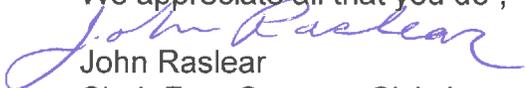
Your smoke detector and carbon monoxide outreach brought us peace and security .

The acts of kindness that you show us in :

- Your quick response to medical emergency
- The thoughtfulness of helping us with things like coming to change a smoke detector battery when we cannot climb a ladder.
- Helping us when we are locked out of the house.
- Removing a rattler that is in our yard.

In addition, the Board of Directors of the Four Seasons Owners Association would also like to express their thanks for the many hours the department has worked with us in revitalizing our fire plan. Your willingness to sit with us on several occasions to answer questions, suggest improvements, and ultimately make our community safer is very much appreciated. We value the wonderful relationship that has developed between your department and our community.

We appreciate all that you do ,



John Raslear  
Chair Four Seasons Civic League  
[JJrazzpub@sbcglobal.net](mailto:JJrazzpub@sbcglobal.net)

Jane Frazee, CCAM-LS.AA | General Manager  
*Champion Employee Owner*  
*Four Seasons Owners Association*