

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
NINE HUNDRED EIGHTH MEETING
Thursday, April 17, 2025
5:00 p.m. Closed Session
6:00 p.m. Open Session
(1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: we respectfully ask if you are feeling ill for any reason not to attend in person.

Zoom Webinar Video Conference link:

<https://us02web.zoom.us/j/87503176283?pwd=YmNxOWU0dGpTWk1xTWt5cStwYzZvUT09>

Webinar ID: 875 0317 6283

Passcode: 809315

Conference Dial in:

1-669-900-9128

*Please submit your comments in writing to clerkoftheboard@edhfire.com and they will be entered into the public record. If you choose to attend the Zoom meeting and wish to make a comment on an item, please use the "raise a hand" button or press *9 if dialing in by phone. Public comments will be limited to 3 minutes.*

NOTE

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.

- I. Call to Order
- II. Closed Session
 - A. 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
 - B. Closed Session: pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief
 - C. Closed Session Pursuant to Government Code Section 54957(b)(1); Consideration of public employee appointment; Positions under consideration: Fire Chief (Permanent)
 - D. Closed Session: pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Directors Donelli and White; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Discuss meet and confer process for upcoming MOU negotiations
- III. Pledge of Allegiance
- IV. Presentation
 - A. Promotional Badge Pinning
- V. 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 907th Regular Board Meeting held March 20, 2025
 - B. Approve Financial Statements and Check Register for March 2025End Consent Calendar

- VI. Oral Communications
 - A. EDH Firefighters' Association
 - B. EDH Professional Firefighters
 - 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.
- VII. Correspondence
- VIII. Attorney Items
- IX. Standing Committee Reports
 - A. Administrative Committee (Directors Durante and White)
 - B. Finance Committee (Directors Donelli and White)
 - C. Joint Powers Authority (Directors Durante and Manning)
 - D. CRCR Advisory Committee (Directors Donelli and Manning)
 - E. Regionalization (Directors Durante and White)
 - F. Strategic Plan (Directors Donelli and Gotro)
 - G. Technology (Directors Gotro and Manning)
 - H. EDHF 2x2 (Directors Gotro and Manning)
- X. Fire Chief's Report
 - A. OES Report
 - B. Other Updates
- XI. Operations Report
 - A. Operations Report (Receive and File)
- XII. Community Risk/Community Relations Report
 - A. CRCR Report (Receive and File)
- XIII. Fiscal Items
- XIV. New Business
 - A. Review and approve terms of employment for position of Fire Chief (permanent) for Michael Lilienthal
 - B. Ratify OES Liaison Contract Amendment
 - C. Ratify contract with David Castillo for consulting services
 - D. Review and approve agreement with SCI Consulting Group to complete an updated development impact fee nexus study
 - E. Review and approve Resolution 2025-05 Authorizing the Surplus and Disposal of Capital Assets (SIM Table)
 - F. Review and approve purchase of two (2) rescue jet skis
 - G. Review and approve Resolution 2025-06 waiving the public employee pension reform act 180-day waiting period to hire a retired CalPERS annuitant
 - H. Ratify agreement for temporary limited-term "extra-help" employment with Michale MacKenzie
- XV. Old Business
 - A. Update on Station 86 Temporary Closure and related operational issues
 - B. Ratify executed agreements for Station 86 emergency repairs

XVI. Set Committee Meeting Dates

XVII. Oral Communications

- A. Directors
- B. Staff

XVIII. Adjournment

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

This Board meeting is normally recorded.

EL DORADO HILLS COUNTY WATER DISTRICT

NINE HUNDREDTH SEVENTH MEETING OF THE BOARD OF DIRECTORS

Thursday, March 20, 2025, 5:00 p.m.

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

I. CALL TO ORDER

President Durante called the meeting to order at 5:00 p.m. Directors in attendance: Donelli, Durante, Manning, and White. Director Gotro was absent. Staff in attendance: Chief Lilienthal and Director of Finance Braddock. Counsel Cook was also in attendance.

II. CLOSED SESSION

- A. 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**
- B. Closed Session: pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief**
- C. Closed Session: pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Directors Donelli and White; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Discuss meet and confer process for upcoming MOU negotiations**

The Board adjourned to closed session at 5:00 p.m.

The meeting reconvened at 6:00 p.m. There was no report out of closed session.

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATION

- A. Introduction and welcome new employee Amber Wilson, Accounting Analyst and Board Clerk** – Director of Finance Braddock introduced and welcomed Amber Wilson to the team.
- B. Medal of Valor and Life Saving Award Presentation** – Chief Moreno provided an overview of the Broome Ct. structure fire. Chief Lilienthal presented the Medal of Valor to Captain Adam Tiffany and Life Saving Awards to CalFire Firefighter Gary Culmer and civilian Jessie Sanchez for their actions that led to rescuing a citizen from the structure fire.

V. CONSENT CALENDAR

- A. Approve Minutes of the 905th Regular Board Meeting held February 20, 2025**

- B. Approve Minutes of the 906th Special Board Meeting held March 6, 2025
- C. Approve Financial Statements and Check Register for February 2025
End Consent Calendar

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

VI. ORAL COMMUNICATIONS

- A. **EDH Firefighters' Association** – No representatives present.
- B. **EDH Professional Firefighters** – President Hemstalk thanked everyone for recognizing award recipients at the meeting and acknowledged the recent deaths of Chief Lucas Shepard from El Dorado County Fire and Fire Fighter Anthony Ganzler, previously El Dorado County Fire. Additionally, President Hemstalk expressed support for Engineer Jeff Cummins.
- C. **Public Comment** - None

VII. CORRESPONDENCE - Correspondence received was reviewed and acknowledged by the Board members.

VIII. ATTORNEY ITEMS - None

IX. STANDING COMMITTEE REPORTS

- A. **Administrative Committee (Directors Durante and White)** – No report.
- B. **Finance Committee (Directors Donelli and White)** – No report .
- C. **Joint Powers Authority (Directors Durante and Manning)** - Director White reported that the JPA Board voted to reimburse transporting agencies for additional administrative costs, and the next JPA Board meeting is April 23rd.
- D. **CRCR Advisory Committee (Directors Donelli and Manning)** - Director Durante proposed each Director nominate a community member to participate in future meetings.
- E. **Regionalization (Directors Durante and White)** – Director Durante indicated he would like to see continued involvement by Directors in ongoing cityhood meetings.
- F. **Strategic Plan (Directors Donelli and Gotro)** - No report.
- G. **Technology (Directors Gotro and Manning)** – Chief Lilienthal discussed grant funds slated for the department to upgrade the main conference room for hybrid meeting capabilities.
- H. **EDHF 2x2 (Directors Gotro and Manning)** – No report.

X. FIRE CHIEF'S REPORT

- A. **OES Report**
 - 1. **EDSO OES position backfill update**
 - a. Local 3604 approved the OES Liaison Captain. The County Board of Supervisors is expected to approve the contract amendment on April 8th. Captain Belleci will move into this role effective March 31st with County OES reimbursement beginning April 8th .

- B. Other Updates** - Chief Lilienthal reported the following to the Board:
1. The department is providing continued support of El Dorado County Fire with the recent passing of Chief Shepard
 2. Part of succession planning is to decentralize the projects from Admin/Chief level and allow members of organization to take leadership roles. The following employees have stepped up into some of these roles:
 - a. Firefighter Edelman is leader of the PR program
 - b. Ty Dennis leading planning and organization of the Santa Run
 3. Heart of the Hills at District church on May 10th - Chief Lilienthal approved a \$500 reduction in special event application permit fee
 4. The annual February Dinner was well attended for first year back
 5. The recent retiree breakfast was a success
 6. Chief Lilienthal attended the Rotary Youth Leadership Conference
 7. Cristy Jorgenson's contract ended
 8. Upcoming promotions effective 3/31 include:
 - a. Engineer/Paramedic Austerman promoting to Captain
 - b. Firefighter/Paramedic Chima promoting to Engineer/Paramedic.
 9. The department is supporting Engineer Cummins in his road ahead

XI. OPERATIONS REPORT

- A. Operations Report (Receive and File)** – Chief Brady presented the Operations Report for the month of February and emphasized training needs prior to deployment of the rescue boat.

XII. COMMUNITY RISK/COMMUNITY RELATIONS REPORT

- A. CRCR Report (Receive and File)** – Chief Hall gave an update on plan review times and acknowledged the hard work that has been done in the CRCR division. Chief Fields presented the February CRCR report.

XIII. FISCAL ITEMS – None.

XIV. NEW BUSINESS

- A. Review and approve Director training for 2025**

Director White made a motion to approve the California Special Districts Association (CSDA) and the Fire Districts Association of California (FDAC) as approved courses for Director Training for 2025, seconded by Director Donelli and unanimously carried.

- B. Review and approve the updated Position Authorization Document (PAD) and CRCR Organizational Chart** – Chief Lilienthal provided an overview of the changes made to the proposed Position Authorization Document and presented the CRCR reorganization plan.

Director Manning made a motion to approve the updated Position

Authorization Document (PAD) and CRCR Organizational Chart, seconded by Director Donelli and unanimously carried.

- C. **Review and approve updated Public Salary Schedule effective March 20, 2025**

Director White made a motion to approve the updated Public Salary Schedule effective March 20, 2025, seconded by Director Donelli and unanimously carried.

- D. **Review and approve MOU Side Letter Agreement #2 – Limited Term Vacancies Arising from Department’s Contract with County OES -** Director White noted that the MOU side letter is not between “the representatives” of the Department and Local 3604 as stated in the document but is between the Department itself and Local 3604.

Director White made a motion to approve the MOU Side Letter Agreement #2 with a request to attempt to remove the language “representatives of the” from the El Dorado Hills County Water District as a named party, seconded by Director Manning and unanimously carried.

- E. **Review and approve Resolution 2025-03 Authorizing the Surplus and Disposal of Capital Assets**

Director Donelli made a motion to approve Resolution 2025-03 authorizing the Surplus and Disposal of Capital Assets, seconded by Director White and unanimously carried. (Roll Call: Ayes: 4; Noes: 0; Absent:1)

- F. **Review and approve purchase of one (1) wireless mobile column lift system for apparatus repairs**

Director White made a motion to approve the purchase of one (1) wireless mobile column lift system for apparatus repairs in an amount not to exceed \$92,721, seconded by Director Manning and unanimously carried.

- G. **Review and approve deployment pay for Chief Lilienthal for OES Preposition (Mud/Debris) incident**

Director Donelli made a motion to approve the deployment pay for Chief Lilienthal for OES Preposition (Mud/Debris) incident, seconded by Director White and unanimously carried.

XV. Old Business

- A. **Update on Station 86 Temporary Closure and related operational issues -** Chief Hall gave updates on the progress of the repairs at Station 86.
- B. **Ratify executed agreements for Station 86 emergency repairs**

Director White made a motion to ratify the two executed agreements for Station 86 emergency repairs, seconded by Director Manning and unanimously carried.

XVI. Set Committee Meeting Dates – Director Durante stated there would be a Special Board Meeting on April 24th at 1800 (later rescheduled to April 21st at 1730). Chief Lilienthal and Director Durante to communicate separately on scheduling of other meetings.

XVII. Oral Communications

- A. Directors** - Director Manning expressed appreciation for all the hard work and inquired whether the department has a “buy local policy.” Director White discussed his participation and the attendee appreciation of the retiree breakfast event. Director Durante emphasized the importance of transparency, visibility, and accountability and shared a Lake Hills Fire Safety Council event was occurring on April 1st. He also thanked the crew for their attendance at the meeting and President Hemstark for his leadership.
- B. Staff** – Chief Lilienthal acknowledged the heavy workload of department employees and expressed appreciation for everyone’s patience during the current transition process.

XVIII. Adjournment

The meeting was adjourned at 8:12 p.m.

Approved:

Greg Durante, President

Jessica Braddock, Board Secretary

This is a summary of the meeting. Board Meetings are recorded, and anyone wanting to listen to the full meeting recording should contact the main office at 916-933-6623 or clerkoftheboard@edhfire.com.

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2025



					(Target 75%)	
	Final Budget FY24/25	Actual March 2025	Actual YTD March 31, 2025	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	25,323,897	602,069	14,333,762	(10,990,135)		Property tax revenue mostly on target to budget with the exception of Supplemental Tax Revenue, which is trending lower than the budgeted amount.
3270 · Unsecured Tax Revenue	497,647	2,523	483,279	(14,368)		
3280 · Homeowners Tax Revenue	153,665	-	77,911	(75,754)		
3320 · Supplemental Tax Revenue	600,000	49,893	271,317	(328,683)		
3330 · Sacramento County Revenue	73,548	-	38,902	(34,646)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,000	750	21,482	(14,518)		
3335.3 · Latrobe Base Transfer	111,119	-	-	(111,119)		
3340 · Property Tax Administration Fee	(432,277)	-	-	432,277		
Total 3240 · Tax Revenue	26,363,599	655,235	15,226,654	(11,136,945)	58%	Timing of collection
3500 · Misc. Operating Revenue						
3506 · CRCR Cost Recovery Fees	659,000	21,689	424,933	(234,067)	64%	Timing of collection; trending lower than budget
3507 · Hosted Training Revenue	400,000	136	216,533	(183,467)	54%	Trending lower than budget due to program wind-down
3508 · Mechanic Cost Recovery Fees	-	-	-	-	0%	
3512 · JPA Revenue	2,347,331	514,865	2,105,510	(241,821)	90%	Invoiced thru 3/31/25; collected full year Pension/OPEB UAL, Admin Fee, Rent and Utilities
3513 · Rental Income (Cell site)	61,362	5,192	45,785	(15,577)	75%	
3514.1 · Operating Grants Revenue	-	-	-	-	0%	
3514.2 · Capital Grants Revenue	480,510	-	29,024	(451,486)	6%	Timing of grants
3515 · OES/Mutual Aid Reimbursement	1,000,000	605,116	1,729,784	729,784	173%	Revenue based on timing/severity of fire season
3520 · Interest Earned	500,000	931	324,010	(175,990)	65%	Timing of interest collection
3500 · Misc. Operating Revenue - Other	400,000	10,736	272,511	(127,489)	68%	
Total 3500 · Misc. Operating Revenue	5,848,203	1,158,664	5,148,090	(700,112)	88%	
Total Operating Revenue	\$ 32,211,802	\$ 1,813,900	20,374,744	\$ (11,837,058)	63%	
3550 · Development Fee						
3560 · Development Fee Revenue	1,300,000	24,807	870,012	(429,988)	67%	
3561 · Development Fee Interest	-	13,865	118,725	118,725	100%	
Total 3550 · Development Fee	1,300,000	38,672	988,736	(311,264)	76%	
3568 · Proceeds from Insurance	-	-	-	-	0%	
3570 · Proceeds from Sale of Assets	-	-	4,400	4,400	100%	
Total Revenue	\$ 33,511,802	\$ 1,852,572	21,367,880	\$ (12,143,922)	64%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2025



				(Target 75%)	
	Final Budget FY24/25	Actual March 2025	Actual YTD March 31, 2025	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget
					Notes/Comments
Expenditures					
6000 · Salaries & Wages					
6001 · Salaries & Wages, Fire	9,271,939	727,354	6,770,651	2,501,288	73%
6011 · Education/Longevity Pay	724,948	50,544	500,197	224,751	69%
6015 · Salaries & Wages, CRCR	857,130	54,540	584,489	272,641	68%
6016 · Salaries & Wages, Administration	1,055,444	61,311	690,512	364,932	65%
6019 · Overtime					
6019.1 · Overtime, Operational	2,578,159	110,616	1,807,314	770,845	70%
6019.2 · Overtime, Outside Aid	833,333	115,453	1,217,320	(383,987)	146%
Total 6019 · Overtime	3,411,492	226,070	3,024,634	386,858	89%
6020 · P.E.R.S. Retirement	4,630,663	324,254	3,871,366	759,297	84%
6023 · Deferred Comp Contributions	51,600	3,142	28,230	23,370	55%
6030 · Workers Compensation	1,527,282	66,665	940,196	587,086	62%
6031 · Life Insurance	8,116	615	6,009	2,107	74%
6032 · P.E.R.S. Health Benefits	2,469,452	204,480	1,981,550	487,902	80%
6033 · Disability Insurance	25,046	1,741	16,018	9,027	64%
6034 · Health Cost of Retirees	1,321,822	90,958	813,795	508,027	62%
6040 · Dental/Vision Expense	274,271	37,064	192,809	81,462	70%
6050 · Unemployment Insurance	15,925	122	11,164	4,761	70%
6070 · Medicare	222,857	15,998	167,539	55,318	75%
Total 6000 · Salaries & Wages	25,867,986	1,864,855	19,599,160	6,268,826	76%
6100 · Clothing & Personal Supplies					
6101 · Uniform Allowance	62,879	4,451	43,167	19,712	69%
6102 · Other Clothing & Personal Supplies	207,488	7,943	21,944	185,544	11%
Total 6100 · Clothing & Personal Supplies	270,367	12,394	65,111	205,256	24%
6110 · Network/Communications					
6111 · Telecommunications	72,997	4,637	44,286	28,711	61%
6112 · Dispatch Services	80,000	15,042	53,460	26,540	67%
6113 · Network/Connectivity	50,680	962	39,026	11,655	77%
Total 6110 · Communications	203,677	20,641	136,772	66,905	67%
6120 · Housekeeping	88,161	5,199	64,331	23,830	73%

Savings in CRCR and Administration divisions due to reorganization and position vacancies (Accounting Analyst/Board Clerk)

Timing of fire season/participation in strike teams

2024/25 required lump sum payments made in July-24

2025 Workers' Comp policy renewal favorable to budget

Apr-25 premiums paid in Mar-25

One-time contribution to CERBT not yet made

Timing of budgeted HRA reimbursements

Timing of turnout purchases

Timing of invoices

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2025



				(Target 75%)	
	Final Budget FY24/25	Actual March 2025	Actual YTD March 31, 2025	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget
					Notes/Comments
6130 · Insurance					
6131 · General Insurance	374,786	-	258,804	115,982	69%
Total 6130 · Insurance	374,786	-	258,804	115,982	69%
6140 · Maintenance of Equipment					
6141 · Tires	40,000	1,668	25,187	14,813	63%
6142 · Parts & Supplies	185,000	26,312	103,326	81,674	56%
6143 · Outside Work	30,000	1,400	16,554	13,446	55%
6144 · Equipment Maintenance	32,439	5,388	25,233	7,206	78%
6145 · Radio Maintenance	55,200	-	67,321	(12,121)	122%
Total 6140 · Maintenance of Equipment	342,639	34,768	237,621	105,018	69%
6150 · Facilities Maintenance	297,488	104,275	235,592	61,896	79%
6160 · Medical Supplies					
6161 · Medical Supplies	57,680	2,261	14,558	43,122	25%
Total 6160 · Medical Supplies	57,680	2,261	14,558	43,122	25%
6170 · Dues and Subscriptions	26,590	140	20,018	6,572	75%
6180 · Miscellaneous					
6017 · Intern/Volunteer Stipends	5,000	-	1,950	3,050	39%
6018 · Director Pay	16,000	1,200	8,700	7,300	54%
6181 · Miscellaneous	22,000	404	5,436	16,565	25%
6182 · Honor Guard	1,249	-	-	1,249	0%
6183 · Explorer Program	5,500	-	2,561	2,939	47%
6184 · Pipes and Drums	-	-	-	-	0%
Total 6180 · Miscellaneous	49,749	1,604	18,646	31,103	37%
6190 · Office Supplies	46,190	3,238	25,462	20,728	55%
6200 · Professional Services					
6201 · Audit	16,900	-	17,580	(680)	104%
6202.1 · Legal Fees	275,000	1,748	107,885	167,115	39%
6202.2 · Human Resources	92,408	9,850	63,776	28,633	69%
6203 · Notices	2,000	-	382	1,618	19%
6204 · Other Professional Services	315,599	8,728	151,046	164,553	48%

Unbudgeted cradlepoint routers purchased in Jan-25

Timing of purchases

Annual audit completed in Dec-24

Timing of services

Timing of services; projected savings in this category due to delay in several budgeted consulting projects

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2025



					(Target 75%)	
	Final Budget FY24/25	Actual March 2025	Actual YTD March 31, 2025	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments
6205 · Elections/Tax Administration	50,000	56,042	56,042	(6,042)	112%	Election invoice received and processed in March
6206 · Public Relations	22,030	-	-	22,030	0%	
Total 6200 · Professional Services	773,938	76,368	396,710	377,227	51%	
6210 · Information Technology						
6211 · Software Licenses/Subscriptions	261,072	8,741	179,318	81,754	69%	Prepaid Apr-25 EDC lease in Mar-25; unbudgeted addition of lease for temporary Sta 86 housing
6212 · IT Support/Implementation	227,400	23,370	141,712	85,688	62%	
6213 · IT Equipment	48,900	46	26,700	22,200	55%	
Total 6210 · Information Technology	537,372	32,156	347,730	189,642	65%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	64,935	5,365	68,076	(3,140)	105%	Prepaid Apr-25 EDC lease in Mar-25; unbudgeted addition of lease for temporary Sta 86 housing
6222 · Solar Lease	-			-	0%	
Total 6220 · Rents and Leases	64,935	5,365	68,076	(3,140)	105%	
6230 · Small Tools and Supplies	48,635	904	47,580	1,055	98%	Unbudgeted purchases including hose
6240 · Special Expenses						
6241 · Non-Hosted Training	167,918	3,525	21,090	146,828	13%	Trending significantly lower than budget; timing of expenditures Trending lower than budget due to program wind-down Trending favorable to budget.
6241.1 · EDC Hosted Training	329,206	13,476	164,274	164,932	50%	
6242 · Fire Prevention	81,763	143	21,429	60,334	26%	
6244 · Director Training & Travel	10,000	-	-	10,000	0%	
Total 6240 · Special Expenses	588,887	17,143	206,794	382,093	35%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	160,000	13,549	103,829	56,171	65%	Trending significantly lower than budget; timing of expenditures Trending lower than budget due to program wind-down Trending favorable to budget.
6252 · Travel	50,000	1	30,736	19,264	61%	
6253 · Meals & Refreshments	35,000	(2,285)	25,025	9,975	71%	
Total 6250 · Transportation and Travel	245,000	11,265	159,590	85,410	65%	
6260 · Utilities						
6261 · Electricity	60,000	3,672	34,181	25,819	57%	Trending significantly lower than budget; timing of expenditures Trending lower than budget due to program wind-down Trending favorable to budget.
6262 · Natural Gas/Propane	35,000	6,857	24,545	10,455	70%	
6263 · Water/Sewer	35,000	-	32,738	2,262	94%	
Total 6260 · Utilities	130,000	10,529	91,464	38,536	70%	
Total Operating Expenditures	\$ 30,014,082	\$ 2,203,107	21,994,019	\$ 8,020,062	73%	
Operating Revenue - Operating Expenditures	\$ 2,197,720	\$ (389,208)	(1,619,275)	\$ 3,816,996		

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2025



	Final Budget FY24/25	Actual March 2025	Actual YTD March 31, 2025	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
6570 · OPEB UAL Lump Sum Payment	-	-	-	-	0%	
6720 · Capital Outlay	3,697,532	3,837	310,347	3,387,184	8%	Timing of budgeted capital purchases
Total Expenditures	\$ 33,711,613	\$ 2,206,944	22,304,367	\$ 11,407,247	66%	
Total Revenue - Total Expenditures	\$ (199,811)	\$ (354,373)	(936,486)	\$ (736,675)		
<u>FUND TRANSFERS</u>						
Transfers to Development Fee Fund	\$ (1,300,000)					
Transfers from Development Fee Fund	1,109,185					
Transfers to Pension Reserve Fund	-					
Transfer to/from Unassigned Fund	(317,210)					
Transfers from Capital Replacement Fund	2,588,347					
Transfers to Capital Replacement Fund	(1,880,510)					
Net Change in Unassigned/Non-Spendable Fund Balance	\$ 0					

El Dorado Hills Fire Department

4/10/2025 10:31 AM

Register: 1000 · Bank of America

From 03/01/2025 through 03/31/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/01/2025	EFT	Sterling Administrati...	-split-		2,049.00	X		1,315,897.92
03/01/2025	EFT	VSP Vision Care	-split-	Mar-25	1,244.09	X		1,314,653.83
03/01/2025	EFT	De Lage Landen Fina...	6190 · Office Supplies	Account # 159...	175.03	X		1,314,478.80
03/01/2025	EFT	El Dorado Disposal ...	-split-	Feb-25	1,081.07	X		1,313,397.73
03/03/2025	Deposit		3513 · Rental Income (...)	Deposit		X	2,415.00	1,315,812.73
03/03/2025	EFT	P. G. & E.	-split-		60.90	X		1,315,751.83
03/03/2025	EFT	Dept of Forestry and ...	6241.1 · EDC Hosted ...	Invoice # 12631	2,380.00	X		1,313,371.83
03/03/2025	28392	Michael MacKenzie	2029 · Other Payable		72,094.26	X		1,241,277.57
03/04/2025		Transfer from LAIF	1074 · Local Agency I...	Confirm #1729...		X	800,000.00	2,041,277.57
03/04/2025	EFT	Sterling Administrati...	-split-		1,512.00	X		2,039,765.57
03/04/2025	EFT	Sterling Administrati...	-split-		15.00	X		2,039,750.57
03/04/2025	EFT	Sterling Administrati...	-split-		686.53	X		2,039,064.04
03/05/2025	EFT	Sterling Administrati...	-split-		30.00	X		2,039,034.04
03/05/2025	28393	AT&T	-split-	February 2025	128.13	X		2,038,905.91
03/05/2025	28394	Bruce Martin	6241.1 · EDC Hosted ...	Invoice 25-03	5,110.18	X		2,033,795.73
03/05/2025	28395	Burkett's	6190 · Office Supplies	Invoice # 1536...	171.40	X		2,033,624.33
03/05/2025	28396	C&H Motor Parts	6142 · Parts & Supplies	Invoice # 846693	14.75	X		2,033,609.58
03/05/2025	28397	Caltronics Business ...	-split-		60.82	X		2,033,548.76
03/05/2025	28398	Chase Bank	2029 · Other Payable	Feb-25	100.00	X		2,033,448.76
03/05/2025	28399	Cristy Jorgensen	6241.1 · EDC Hosted ...	Invoice # 2202...	1,525.00	X		2,031,923.76
03/05/2025	28400	Datacate, Inc.	-split-	Invoice # 2050...	11,798.30	X		2,020,125.46
03/05/2025	28401	El Dorado County E...	6112 · Dispatch Services	Invoice: EDCE...	15,042.44	X		2,005,083.02
03/05/2025	28402	Emigh Ace of El Dor...	-split-		99.79	X		2,004,983.23
03/05/2025	28403	Fit Guard	-split-		360.00	X		2,004,623.23
03/05/2025	28404	Golden State Emerge...	-split-		2,436.33	X		2,002,186.90
03/05/2025	28405	InterState Oil Compa...	6251 · Fuel and Oil	Invoice: 08695...	1,942.12	X		2,000,244.78
03/05/2025	28406	JM Environmental	6150 · Facilities Maint...	Invoice #: 2039...	97,270.00	X		1,902,974.78
03/05/2025	28407	L.N. Curtis & Sons	-split-		5,750.50	X		1,897,224.28
03/05/2025	28408	Law Offices of Willi...	6202.1 · Legal Fees	Invoice # 12058	1,703.75	X		1,895,520.53
03/05/2025	28409	Miles Treaster & Ass...	6150 · Facilities Maint...	Invoice # 53717	384.95	X		1,895,135.58
03/05/2025	28410	Napa Auto Parts	6142 · Parts & Supplies	Invoice: 675013	32.51	X		1,895,103.07
03/05/2025	28411	Pest Control Center, ...	6150 · Facilities Maint...	Invoice # 3391...	45.00	X		1,895,058.07
03/05/2025	28412	Culligan Quench	-split-	Invoice # INV0...	218.79	X		1,894,839.28
03/05/2025	28413	Station Automation, ...	-split-	Invoice 7405	3,472.00	X		1,891,367.28
03/06/2025	EFT	Sterling Administrati...	-split-		1,225.00	X		1,890,142.28
03/06/2025	EFT	Sterling Administrati...	-split-		5,440.72	X		1,884,701.56
03/06/2025	28414	Fire Apparatus Soluti...	-split-	Customer - 1421	20,911.73	X		1,863,789.83
03/06/2025	28415	The Permanente Med...	-split-	Invoice # EDH...	1,820.00	X		1,861,969.83
03/06/2025	28416	Vestis	-split-	Invoice # 5066...	43.76	X		1,861,926.07
03/06/2025	28417	Wells Fargo Bank	2026 · EDH Associate...	Feb-25	6,184.10	X		1,855,741.97

El Dorado Hills Fire Department

4/10/2025 10:31 AM

Register: 1000 · Bank of America

From 03/01/2025 through 03/31/2025

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03/06/2025	28418	Dan Donelli	-split-	Feb-25	400.00			1,855,341.97
03/06/2025	28419	Greg F. Durante (Dir...	-split-	Feb-25	200.00	*		1,855,141.97
03/06/2025	28420	Kevin Gotro	-split-	Feb-25	200.00	X		1,854,941.97
03/06/2025	28421	Debbie Manning	-split-	Jan-25	100.00	*		1,854,841.97
03/06/2025	28422	Timothy J. White	-split-	Feb-25	300.00	*		1,854,541.97
03/07/2025	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Reference # 13...	28,947.44	X		1,825,594.53
03/07/2025	EFT	P.E.R.S. ING	-split-	PR25-2-1	3,167.30	X		1,822,427.23
03/07/2025	EFT	P.E.R.S. ING	-split-	PR25-2-2	3,167.30	X		1,819,259.93
03/07/2025	EFT	P.E.R.S. ING	-split-	PR25-3-1	3,167.30	X		1,816,092.63
03/07/2025	EFT	P.E.R.S. Retirement (...)	6020 · PERS Retireme...	Replacement B...	4,878.44	X		1,811,214.19
03/07/2025	EFT	Sterling Administrati...	-split-		1,246.91	X		1,809,967.28
03/07/2025	PR25-3-1		-split-	Total Payroll T...	104,016.04	X		1,705,951.24
03/07/2025	PR25-3-1		1000 · Bank of Americ...	Direct Deposit	351,659.79	X		1,354,291.45
03/07/2025	PR25-3-1		1000 · Bank of Americ...	Payroll Checks		X		1,354,291.45
03/10/2025		Deposit	-split-	Deposit		X	2,405.00	1,356,696.45
03/10/2025	EFT	Nationwide Retireme...	-split-	PR25-3-1	27,354.13	X		1,329,342.32
03/10/2025	EFT	Sterling Administrati...	6204 · Other Professio...	2/1/25-2/28/25	445.00	X		1,328,897.32
03/10/2025	EFT	P. G. & E.	-split-		1,813.67	X		1,327,083.65
03/10/2025	EFT	Venmo Refund	6253 · Meals & Refres...		80.00	X		1,327,003.65
03/11/2025	EFT	Sterling Administrati...	-split-		436.74	X		1,326,566.91
03/11/2025	EFT	Sterling Administrati...	-split-		272.37	X		1,326,294.54
03/11/2025	EFT	Sterling Administrati...	-split-		145.00	X		1,326,149.54
03/12/2025		Transfer from Paypal	1010 · Paypal	Deposit		X	19,718.22	1,345,867.76
03/12/2025		Void	3507 · Hosted Training...	VOID Check # ...		X	500.00	1,346,367.76
03/12/2025	EFT	P.E.R.S. Retirement	-split-	PR25-2-2	142,865.13	X		1,203,502.63
03/12/2025	EFT	P.E.R.S. Retirement	-split-	PR25-3-1	146,231.31	X		1,057,271.32
03/12/2025	EFT	Sterling Administrati...	-split-		70.18	X		1,057,201.14
03/12/2025	EFT	Paypal Refund	-split-	CRRD Refund	27.81	X		1,057,173.33
03/12/2025	EFT	Paypal Refund	-split-	CRRD Refund	185.40	X		1,056,987.93
03/12/2025	28423	Arnolds for Awards	-split-		117.12	X		1,056,870.81
03/12/2025	28424	ACC Business	-split-	Feb 2025	700.00	X		1,056,170.81
03/12/2025	28425	Big O Tires	-split-		1,668.14	X		1,054,502.67
03/12/2025	28426	Brian K Veerkamp	6034 · Health Cost of ...		405.30			1,054,097.37
03/12/2025	28427	Cummins Sales and ...	6142 · Parts & Supplies	Invoice # Y5-2...	158.57	X		1,053,938.80
03/12/2025	28428	Custom Transitions	6720 · Capital Outlay		3,836.93			1,050,101.87
03/12/2025	28429	David Roberts	-split-	March & April	740.00			1,049,361.87
03/12/2025	28430	El Dorado Disposal ...	-split-	Feb-25	508.97	X		1,048,852.90
03/12/2025	28431	El Dorado County R...	6205 · Elections/Tax A...	Invoice # 2025...	56,042.28	X		992,810.62
03/12/2025	28432	Emigh Ace of El Dor...	-split-	Invoice 1602	199.92	X		992,610.70
03/12/2025	28433	Eric Diaz	3507 · Hosted Training...	Inspector 1B C...	375.00	X		992,235.70

El Dorado Hills Fire Department

4/10/2025 10:31 AM

Register: 1000 · Bank of America

From 03/01/2025 through 03/31/2025

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03/12/2025	28434	Ferrell Gas	-split-	Account # 886...	967.67	X		991,268.03
03/12/2025	28435	HD Supply, Inc.	-split-	Account: 847564	845.93	X		990,422.10
03/12/2025	28436	Larry R. Fry	-split-		545.40	X		989,876.70
03/12/2025	28437	Interwest Consulting ...	6242 · Fire Prevention		142.50	X		989,734.20
03/12/2025	28438	Liebert Cassidy Whit...	6202.1 · Legal Fees	Invoice: 286486	44.00	X		989,690.20
03/12/2025	28439	NBS Government Fi...	6204 · Other Professio...		960.00	X		988,730.20
03/12/2025	28440	Twain Harte Fire Dept	3507 · Hosted Training...		175.00	X		988,555.20
03/12/2025	28441	Pest Control Center, ...	-split-	Account 52685	315.00	X		988,240.20
03/12/2025	28442	Quadient Finance US...	-split-	Account # 790...	300.00	X		987,940.20
03/12/2025	28443	Rotary	-split-		140.00	X		987,800.20
03/12/2025	28444	Stanislaus Consolidat...	3507 · Hosted Training...		500.00	X		987,300.20
03/12/2025	28445	Stryker Sales Corpor...	-split-		3,528.00	X		983,772.20
03/12/2025	28446	Sutphen Corporation	6142 · Parts & Supplies		1,000.56	X		982,771.64
03/12/2025	28447	Tri-Signal Integratio...	6150 · Facilities Maint...		780.00	X		981,991.64
03/13/2025	EFT	Sterling Administrati...	-split-		15.00	X		981,976.64
03/14/2025	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	378.40	X		981,598.24
03/14/2025	EFT	Sterling Administrati...	-split-		1,595.00	X		980,003.24
03/14/2025	EFT	Sterling Administrati...	-split-		74.20	X		979,929.04
03/14/2025	EFT	ADP	6204 · Other Professio...	Payroll Process...	1,664.84	X		978,264.20
03/14/2025	EFT	Allied Administrator...	-split-	Mar 2025	8,510.53	X		969,753.67
03/14/2025	EFT	P. G. & E.	-split-		379.91	X		969,373.76
03/14/2025	EFT	P. G. & E.	-split-		542.87	X		968,830.89
03/15/2025	EFT	Verizon Wireless	-split-	Feb-25	1,306.61	X		967,524.28
03/15/2025	EFT	Verizon Wireless	-split-	Feb-25	1,145.46	X		966,378.82
03/15/2025	EFT	Verizon Wireless	-split-	Feb-25	1,621.64	X		964,757.18
03/15/2025	EFT	Sterling Administrati...	-split-		702.20	X		964,054.98
03/15/2025	EFT	De Lage Landen Fina...	6190 · Office Supplies	Account # 152...	301.30	X		963,753.68
03/17/2025			6204 · Other Professio...	Service Charge	516.34	X		963,237.34
03/17/2025	EFT	Sterling Administrati...	-split-		195.00	X		963,042.34
03/17/2025	EFT	P. G. & E.	-split-		1,745.15	X		961,297.19
03/17/2025	EFT	P. G. & E.	-split-		250.27	X		961,046.92
03/17/2025	EFT	P. G. & E.	-split-		3,242.93	X		957,803.99
03/18/2025		Transfer from LAIF	1074 · Local Agency I...	Confirmation #...		X	1,100,000.00	2,057,803.99
03/19/2025	EFT	Sterling Administrati...	-split-		9,466.00	X		2,048,337.99
03/19/2025	EFT	Sterling Administrati...	-split-		35.00	X		2,048,302.99
03/19/2025	28448	4640 Golden Foothill...	-split-	Invoice # 21482	5,897.08	X		2,042,405.91
03/19/2025	28449	Arnolds for Awards	-split-		291.72	X		2,042,114.19
03/19/2025	28450	AT&T	-split-	Jan-25	92.35	X		2,042,021.84
03/19/2025	28451	C&H Motor Parts	6142 · Parts & Supplies	Invoice # 848311	114.32	X		2,041,907.52
03/19/2025	28452	C.W. Nielsen Mfg. C...	-split-		435.60	X		2,041,471.92

El Dorado Hills Fire Department

4/10/2025 10:31 AM

Register: 1000 · Bank of America

From 03/01/2025 through 03/31/2025

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03/19/2025	28453	Caltronics Business ...	-split-		974.81	X		2,040,497.11
03/19/2025	28454	CONCERN EAP	6204 · Other Professio...	Invoice # CNR...	1,125.00	X		2,039,372.11
03/19/2025	28455	EDC Air Quality Ma...	-split-		1,721.72	X		2,037,650.39
03/19/2025	28456	Cristy Jorgensen	6241.1 · EDC Hosted ...	Invoice # 2202...	900.00	X		2,036,750.39
03/19/2025	28457	Environment Control	-split-		832.90	X		2,035,917.49
03/19/2025	28458	Fit for Duty Tactical ...	6204 · Other Professio...	Invoice: 3005	963.62	X		2,034,953.87
03/19/2025	28459	Golden State Emerge...	-split-		639.08	X		2,034,314.79
03/19/2025	28460	HD Supply, Inc.	-split-	Account: 847564	377.76	X		2,033,937.03
03/19/2025	28461	InterState Oil Compa...	-split-		3,319.24	X		2,030,617.79
03/19/2025	28462	JPT Graphics	-split-		1,699.20	X		2,028,918.59
03/19/2025	28463	Liberty Bell Smart H...	-split-	Invoice # 714103	74.99	X		2,028,843.60
03/19/2025	28464	Pest Control Center, ...	-split-		3,390.00	X		2,025,453.60
03/19/2025	28465	Preferred Alliance, Inc.	6202.2 · Human Resou...	Invoice # 0202...	62.00	X		2,025,391.60
03/19/2025	28466	SIMS U SHARE	6211 · Software Licens...	Invoice: 20785	1,895.00	X		2,023,496.60
03/19/2025	28467	Superior Self-Storage...	6221 · Facilities/Equip...	Invoice: 11934	230.00	X		2,023,266.60
03/19/2025	28468	Sutphen Corporation	6142 · Parts & Supplies	Invoice: 40075...	696.79	X		2,022,569.81
03/19/2025	28469	Western Extrication ...	6144 · Equipment Mai...	Invoice # 2965	1,902.45	X		2,020,667.36
03/19/2025	28470	Wilkinson Portables, ...	6221 · Facilities/Equip...	Invoice # 169873	114.13	*		2,020,553.23
03/20/2025	EFT	P.E.R.S. ING	-split-	PR25-3-2	3,167.30	X		2,017,385.93
03/20/2025	EFT	P.E.R.S. Health	-split-	April 2025	291,445.02	X		1,725,940.91
03/20/2025	EFT	P.E.R.S. Retirement	-split-	PR25-3-2	141,323.61	X		1,584,617.30
03/20/2025	EFT	Sterling Administrati...	-split-		21.83	X		1,584,595.47
03/20/2025	EFT	Sterling Administrati...	-split-		62.00	X		1,584,533.47
03/21/2025	EFT	Nationwide Retireme...	-split-	PR25-3-2	28,562.10	X		1,555,971.37
03/21/2025	EFT	Dept of Forestry and ...	6241.1 · EDC Hosted ...	Invoice # 12631	3,500.00	X		1,552,471.37
03/21/2025	EFT	P.E.R.S. Retirement (...)	6204 · Other Professio...	Retired Annuit...	800.00	X		1,551,671.37
03/21/2025	EFT	Sterling Administrati...	-split-		524.31	X		1,551,147.06
03/21/2025	PR25-3-2		-split-	Total Payroll T...	95,087.69	X		1,456,059.37
03/21/2025	PR25-3-2		1000 · Bank of Americ...	Direct Deposit	339,758.45	X		1,116,300.92
03/21/2025	PR25-3-2		1000 · Bank of Americ...	Payroll Checks		X		1,116,300.92
03/22/2025	EFT	Sterling Administrati...	-split-		221.66	X		1,116,079.26
03/23/2025	EFT	Sterling Administrati...	-split-		15.00	X		1,116,064.26
03/24/2025	EFT	Verizon Wireless	-split-	Feb-25	427.30	X		1,115,636.96
03/24/2025	EFT	P. G. & E.	-split-		815.24	X		1,114,821.72
03/25/2025			6190 · Office Supplies	VOID Check 2...		X	1,064.99	1,115,886.71
03/25/2025			-split-	Deposit		X	127,620.34	1,243,507.05
03/25/2025			1114 · Due from other ...	Deposit		X	5,123.43	1,248,630.48
03/25/2025			1114 · Due from other ...	Deposit		X	35,004.05	1,283,634.53
03/25/2025	EFT	Sterling Administrati...	-split-		31.67	X		1,283,602.86
03/25/2025	EFT	Sterling Administrati...	-split-		1,334.00	X		1,282,268.86

El Dorado Hills Fire Department

4/10/2025 10:31 AM

Register: 1000 · Bank of America

From 03/01/2025 through 03/31/2025

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03/26/2025	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 93510...	66,957.00	X		1,215,311.86
03/26/2025	EFT	Sterling Administrati...	-split-		408.42	X		1,214,903.44
03/26/2025	28471	Active911	-split-	Invoice #616694	1,766.40	*		1,213,137.04
03/26/2025	28472	Aflac	2100 · Payroll Liabilities	Invoice # 4537...	982.06	*		1,212,154.98
03/26/2025	28473	Amsoil Inc.	-split-	Account Numb...	3,472.70	*		1,208,682.28
03/26/2025	28474	AT&T Mobility	-split-	Invoice # 2872...	212.20	*		1,208,470.08
03/26/2025	28475	CA Assoc. of Profess...	6033 · Disability Insur...	Invoice: ID028...	1,740.50	*		1,206,729.58
03/26/2025	28476	Caltronics Business ...	-split-	Reissue Lost C...	1,064.99	*		1,205,664.59
03/26/2025	28477	Datacate, Inc.	-split-	Invoice # 2050...	11,798.30	*		1,193,866.29
03/26/2025	28478	Emigh Ace of El Dor...	-split-		206.53	*		1,193,659.76
03/26/2025	28479	Environment Control	6120 · Housekeeping		1,423.13	X		1,192,236.63
03/26/2025	28480	Fire Aside, Inc	-split-	INV-0306	15,000.00	*		1,177,236.63
03/26/2025	28481	Folsom Shirts and Hats	6102 · Other Clothing ...	Invoice # 1390	1,422.30	X		1,175,814.33
03/26/2025	28482	InterState Oil Compa...	-split-		4,814.48	X		1,170,999.85
03/26/2025	28483	JPT Graphics	-split-		56.72	X		1,170,943.13
03/26/2025	28484	Life Assist	-split-		2,261.17	X		1,168,681.96
03/26/2025	28485	Martha Lynn Mangu...	6241 · Non-Hosted Tra...	Invoice # 0476	6,500.00	*		1,162,181.96
03/26/2025	28486	Metropolitan Life Ins...	6031 · Life Insurance	Customer Num...	615.00	*		1,161,566.96
03/26/2025	28487	Napa Auto Parts	-split-		166.01	*		1,161,400.95
03/26/2025	28488	PowerGen Inc.	6150 · Facilities Maint...		1,592.00	X		1,159,808.95
03/26/2025	28489	Sutphen Corporation	6143 · Outside Work	Invoice: 50010...	1,400.00	X		1,158,408.95
03/26/2025	28490	Kaiser Foundation H...	-split-	Guarantor Acc...	9,788.00	*		1,148,620.95
03/26/2025	28491	Vestis	-split-		131.28	X		1,148,489.67
03/27/2025	EFT	Sterling Administrati...	-split-		125.00	X		1,148,364.67
03/27/2025	EFT	Sterling Administrati...	-split-		790.40	X		1,147,574.27
03/28/2025	EFT	Sterling Administrati...	-split-		768.90	X		1,146,805.37
03/29/2025	EFT	Sterling Administrati...	-split-		45.00	X		1,146,760.37
03/30/2025	EFT	Sterling Administrati...	-split-		60.00	X		1,146,700.37
03/31/2025			6050 · Unemployment ...	Deposit		X	7.79	1,146,708.16

EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



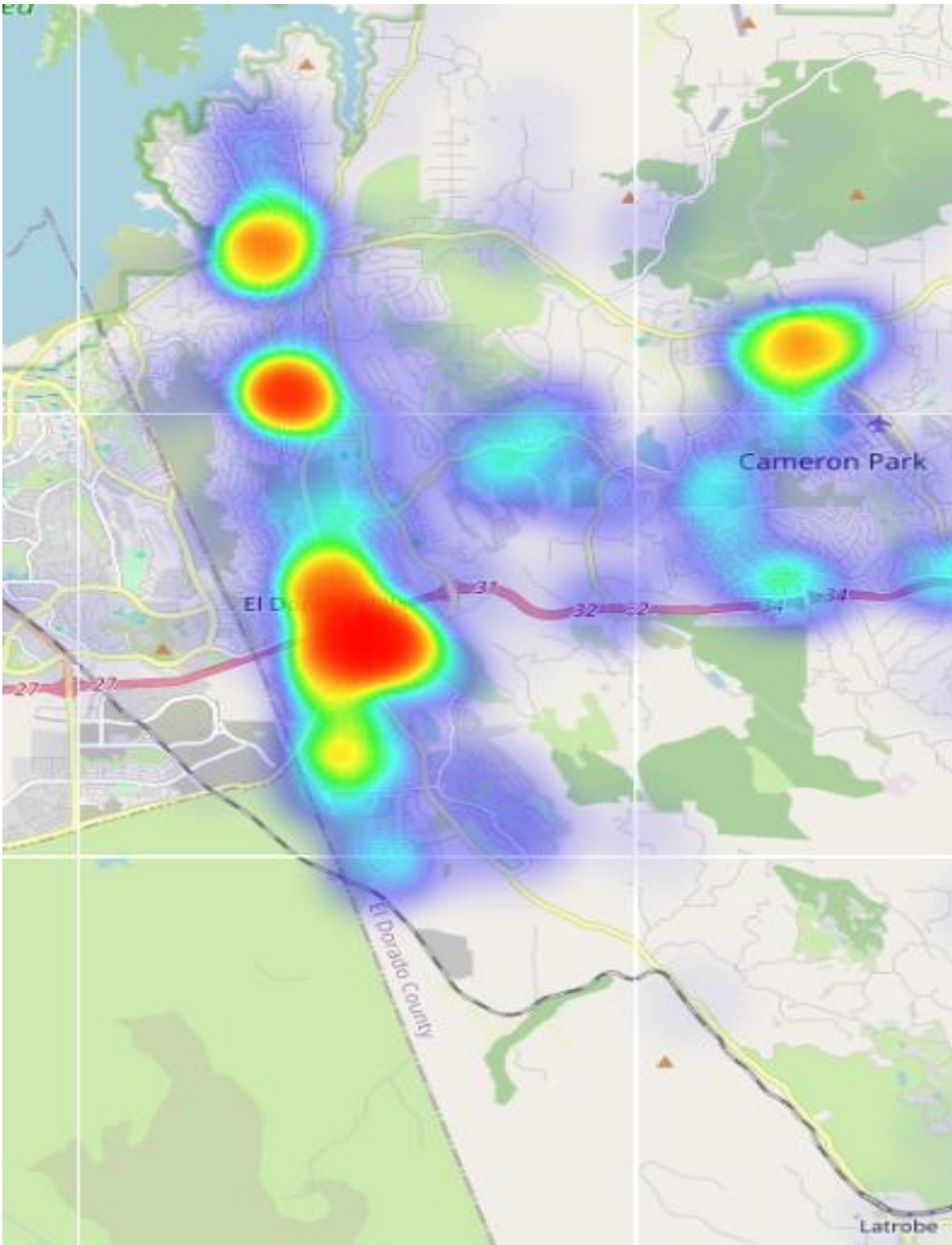
MONTHLY OPERATIONS REPORT **MARCH 2025**

*All times are collected using a combination of Image Trend and Crystal Reports. The times are provided with the best accuracy possible.

Incidents – Heat Map

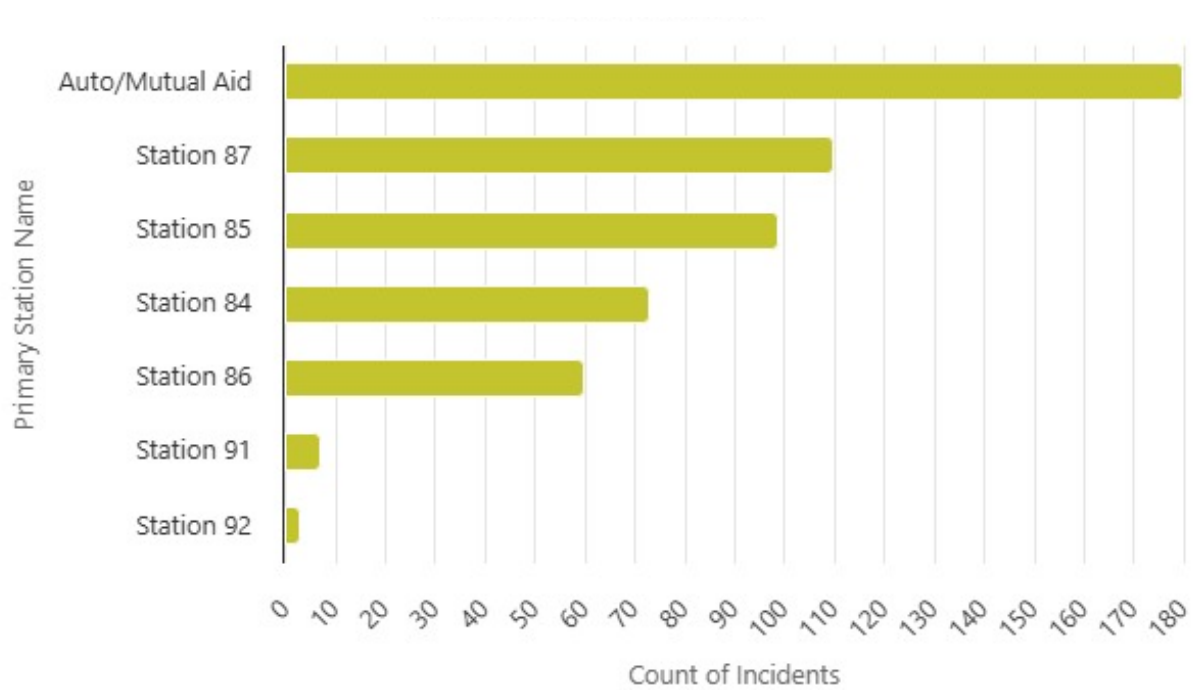
March 1, 2025 – March 31, 2025

Number of Total Incidents = 537



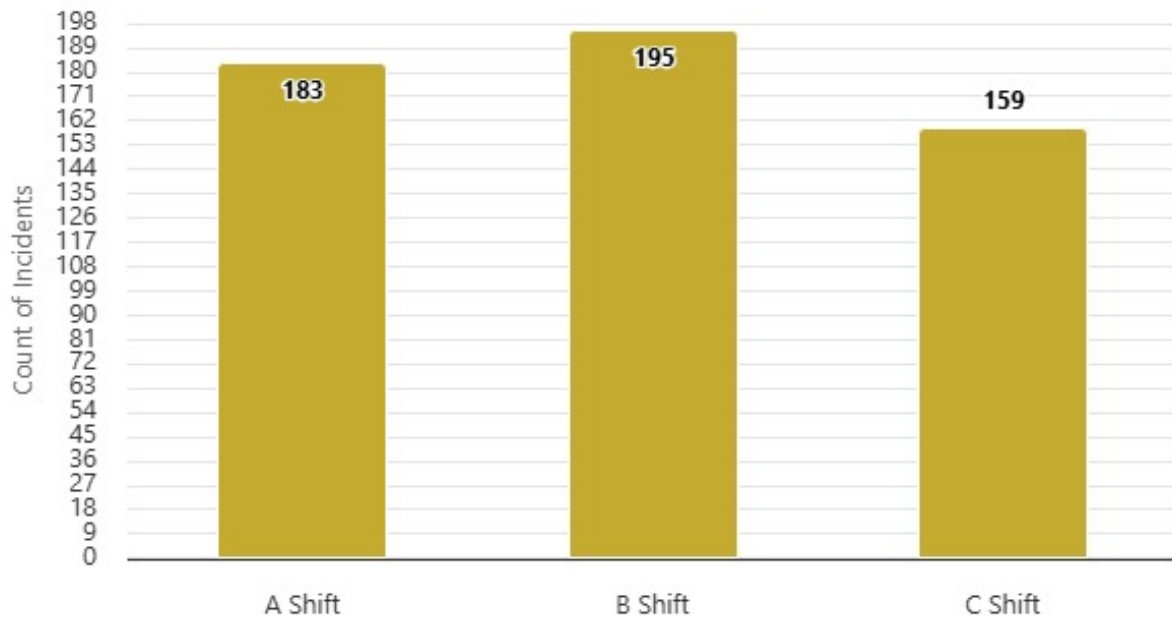
Incidents by Primary Station

March 1, 2025 – March 31, 2025



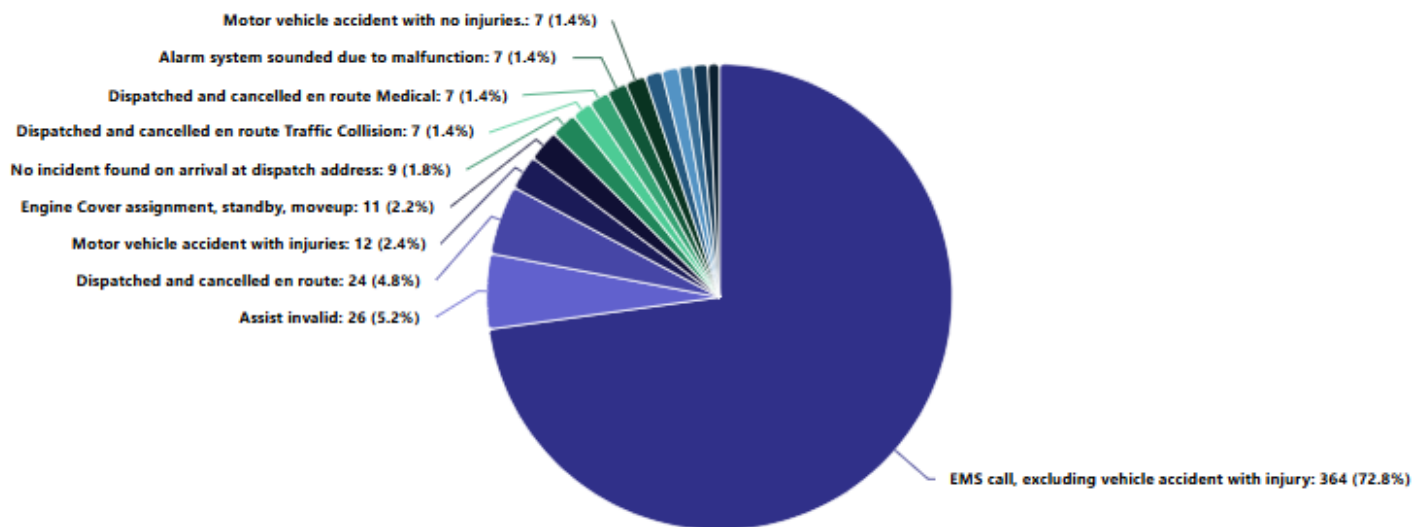
Incident Response by Shift

March 1, 2025 – March 31, 2025



Incident Types

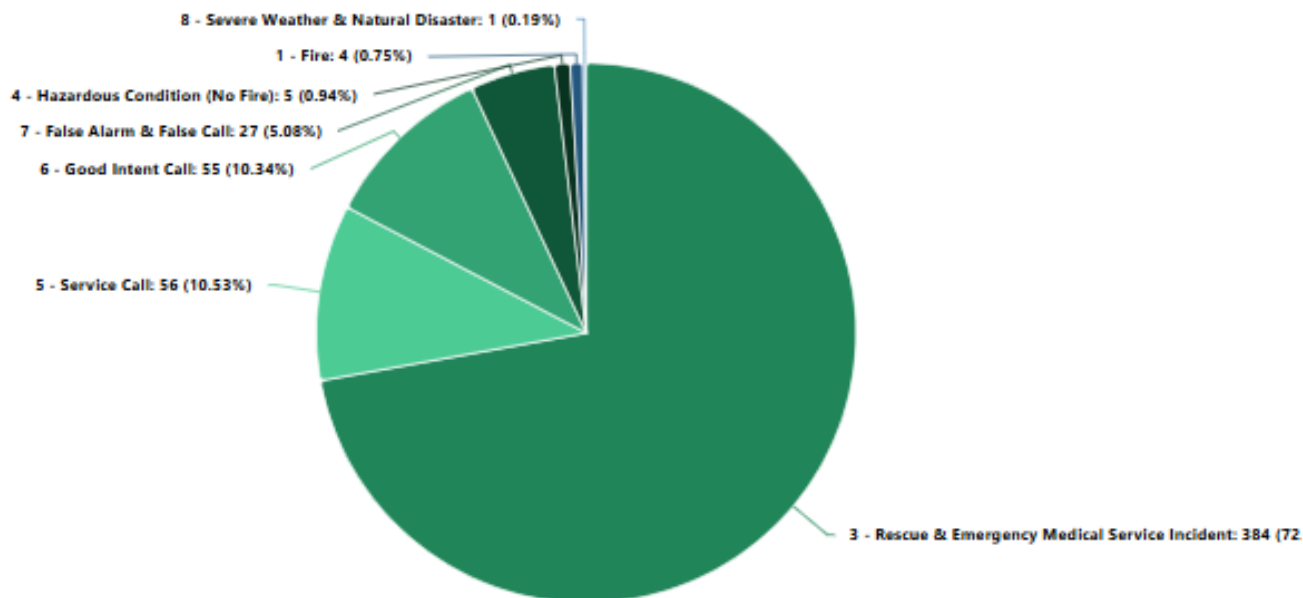
March 1, 2025 – March 31, 2025



Not all Response Categories are represented

Incident Categories

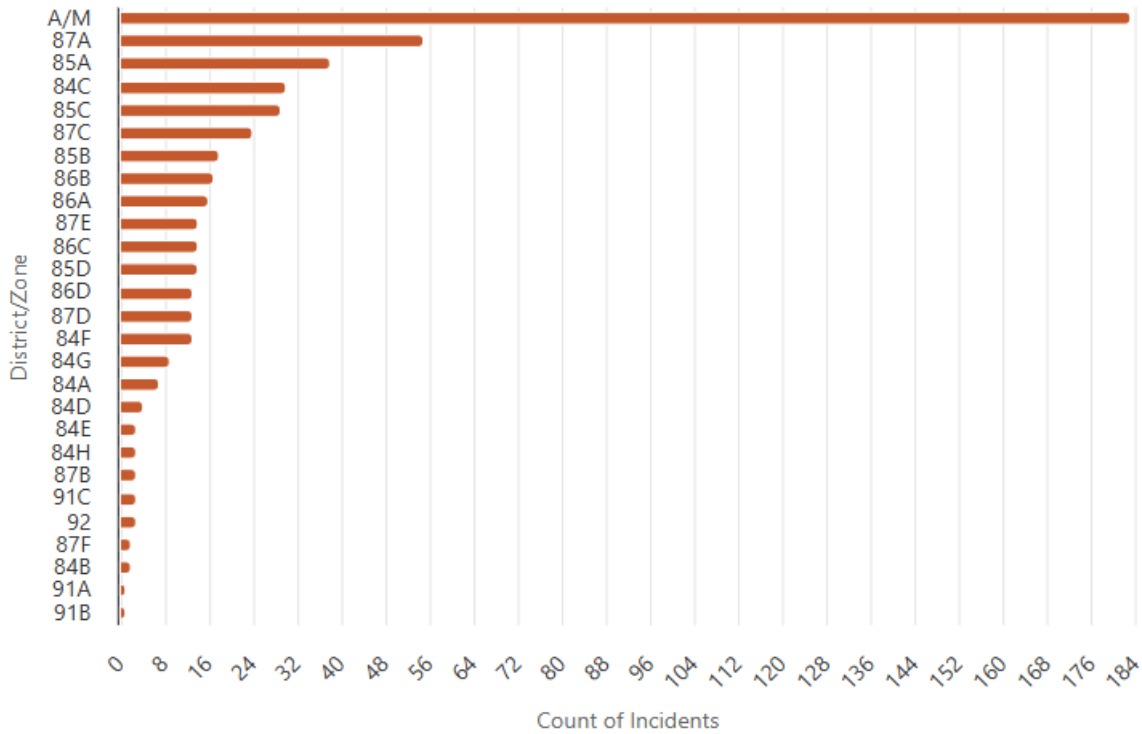
March 1, 2025 – March 31, 2025



Not all Response Categories are represented

Incident Response by District/Zone

March 1, 2025 – March 31, 2025



Incidents by Apparatus ID

March 1, 2025 – March 31, 2025

M85	215
M86	192
E85/T85	129
E87	122
E84	89
E86	76
B85	50
E91	32
E387	4
C8501	4
C8500	1

Emergency Response Summary – Medic Units Response Time – El Dorado – March 2025

URBAN RESPONSE,

11-minutes, 90% of time

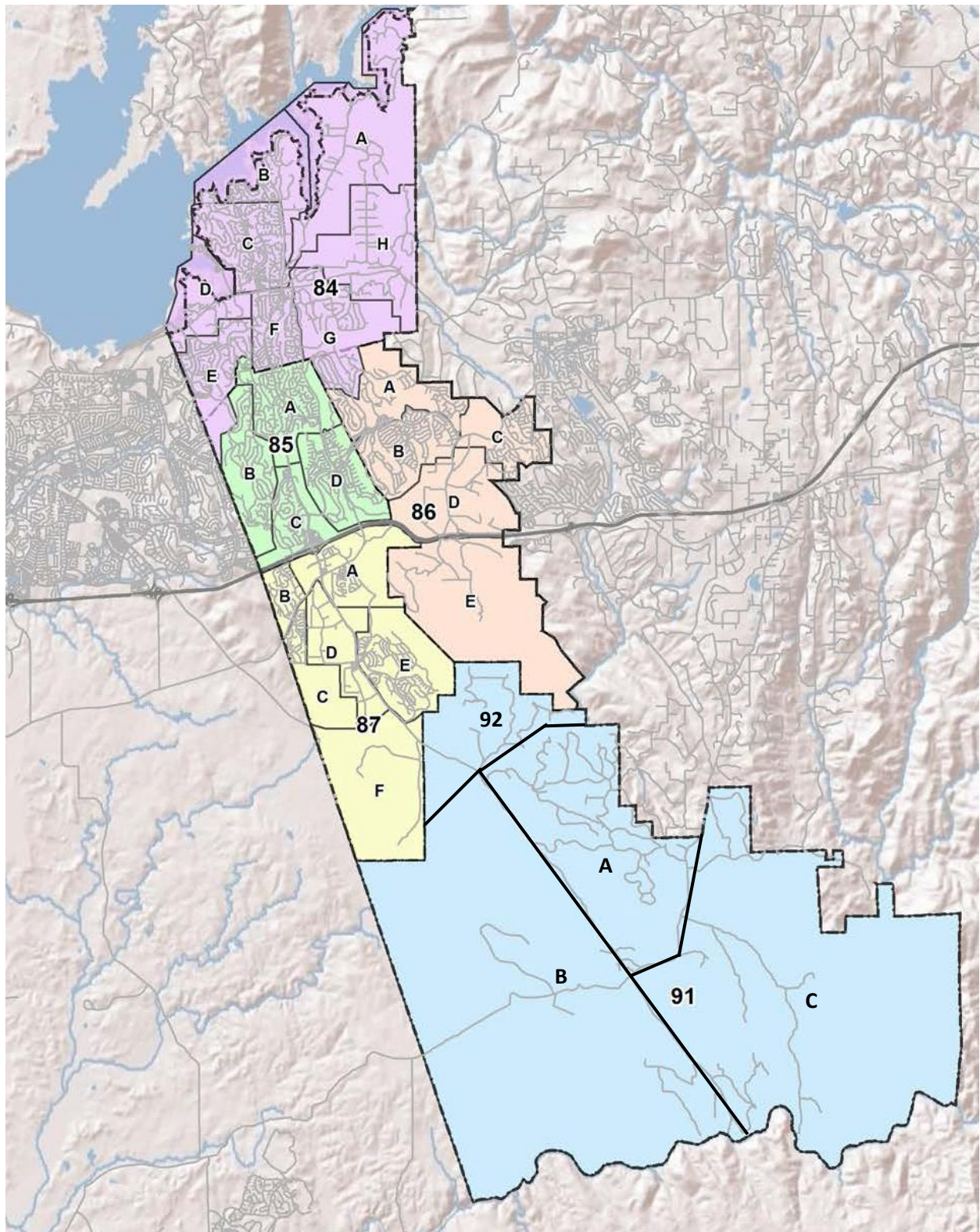
Response Time Between 00:00:00 - 00:00:59	1.75%
Response Time Between 00:01:00 - 00:01:59	3.16%
Response Time Between 00:02:00 - 00:02:59	7.37%
Response Time Between 00:03:00 - 00:03:59	13.33%
Response Time Between 00:04:00 - 00:04:59	23.86%
Response Time Between 00:05:00 - 00:05:59	39.30%
Response Time Between 00:06:00 - 00:06:59	49.82%
Response Time Between 00:07:00 - 00:07:59	62.46%
Response Time Between 00:08:00 - 00:08:59	72.98%
Response Time Between 00:09:00 - 00:09:59	83.16%
Response Time Between 00:10:00 - 00:10:59	87.37%

Medic Unit Response Comparison by Month/Year

MONTH	2025	2024
January	89.76%	90.24%
February	87.25%	86.71%
March	87.37%	92.89%
April		92.89%
May		91.35%
June		88.15%
July		95.22%
August		92.92%
September		91.46%
October		89.78%
November		89.92%
December		90.51%

The percentages represented does not reflect reconciled percentages from exception reporting

Response times standards are designed to ensure a quick response to the public’s request for assistance is achieved. The times listed above are raw, in that, they do not reflect “accepted reasoning” for the delay. At the end of each month, exception reports are filed with the County of El Dorado (Local EMS Agency) by the Department for incidents that are outside the established response time parameters. The reports provide the reasoning why the ambulance did not respond in a timely manner. These reports are then reviewed by the Local EMS Agency and either accepted or denied. Examples of acceptable reasoning are, but not limited to, weather delays, incorrect address, patient left scene, road construction, incident downgraded in severity requiring no lights/siren (Code 3), etc. Once a decision has been made whether a reason is valid or not, the percentage may be adjusted.



Operations

In March 2025, I followed the Fire Chief around while he attended some important events:

Chief presented Stephanie Layton with the
“Employee of the Year Award” 3.3.25



Chief attending a potluck on St. Patrick's Day
with our administration staff 3.17.25



Chief promoted Rob Austerman to
the rank of Captain/Paramedic 3.31.25



Chief promoted
Justin
Chima to
the rank of
Engineer/
Paramedic
3.31.25

Chief attending the Retiree
Breakfast at Station 85 put
on by our 85-C crew 3.11.25



Battalion Chief Updates

A-Shift – Chief Ryan Hathaway

Incidents:

Vehicle Accident – Latrobe Rd. (RD87) March 8, 2025

E87, E91 and B85
responded to a
vehicle rollover.



Residential Structure Fire – 8561 Latrobe Rd. (RD 91) March 13, 2025

E91, E87, E85, E86, B85 and Medic 85 with mutual aid from Amador, Rescue and El Dorado County Fire responded to a residential structure fire in Latrobe.





Significant Training:

Night Drill – Confined Space Entry and Rescue at Fire Training Center (FTC) March 7, 2025

A Shift E84, E86, E91 and M85 night drill at the Fire Training Center.





Significant Training cont:

Low Angle Rope Rescue Operations (LARRO) Training, March 24, 2025

E91, E84, M85 and B85 LARRO Training in (RD85) on Capetanos Drive.



Significant Training cont:

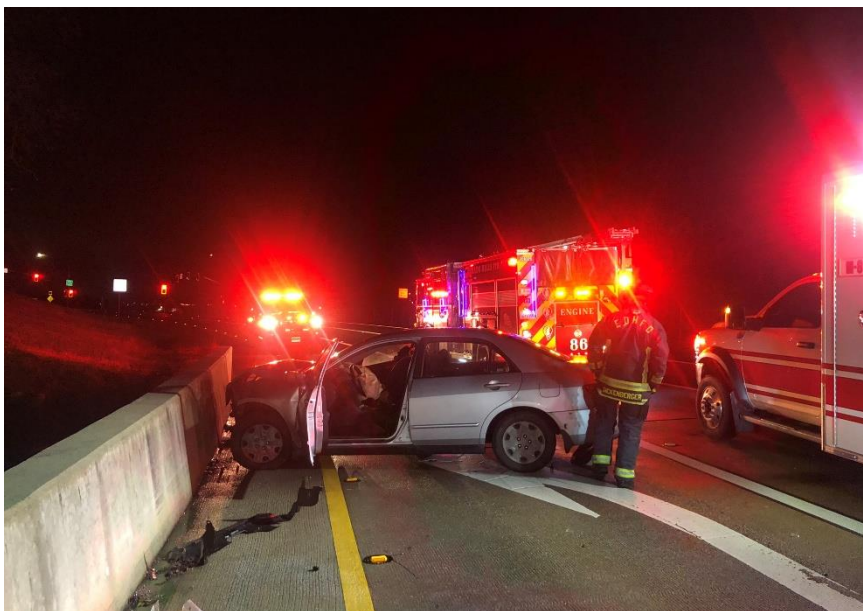


B-Shift – Chief Chris Landry

Incidents:

Vehicle Accident – WB US 50 at Silva Valley (RD 86) March 14, 2025

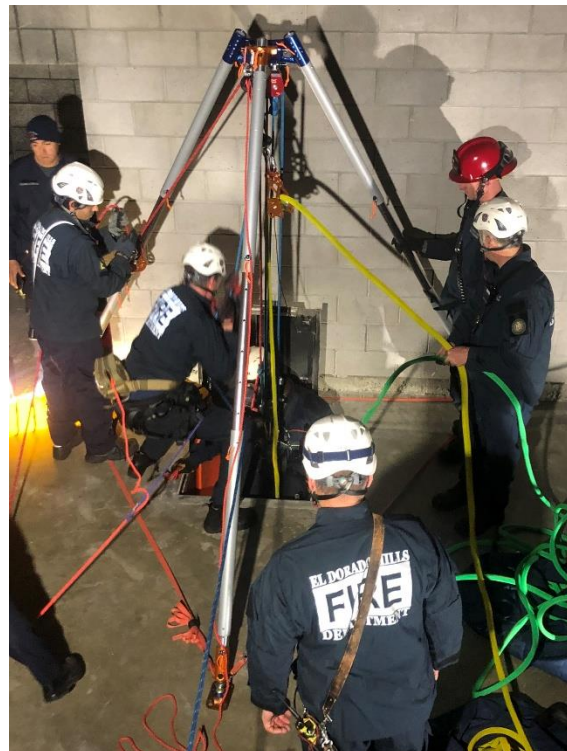
E86, B85, E84, M86 responded to a report of a solo vehicle accident at the west bound off ramp at Silva Valley. Two patients, one transported.



Significant Training:

Night Drill - Confined Space Entry and Rescue at the Fire Training Center (FTC) – March 7, 2025

B Shift E85, E87 and E91 night drill at the Fire Training Center.



**Pumping and Defensive Hose Lines Drill at the
Fire Training Center (FTC) - March 19, 2025**

B Shift Engineer pumping operations and multi-company hose line deployment.

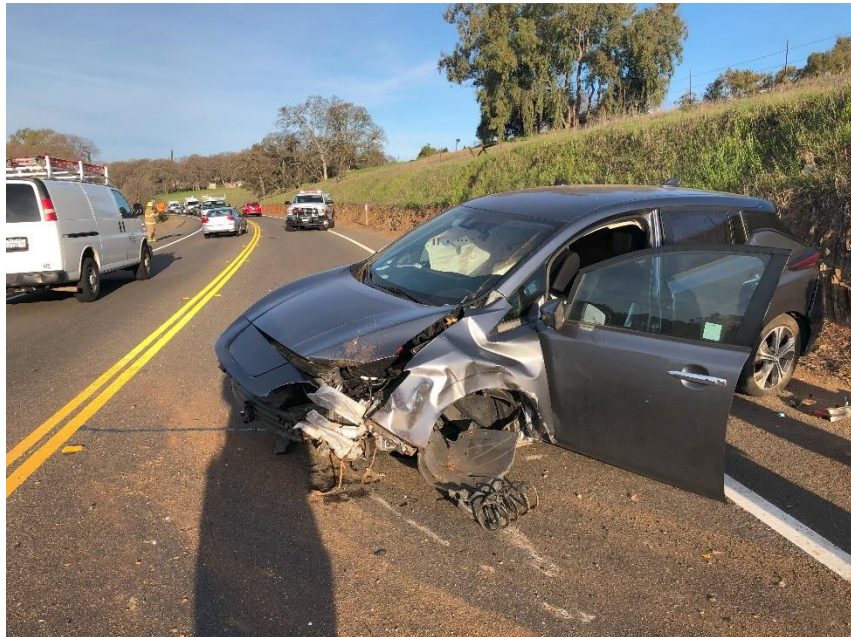


C-Shift – Chief Antonio Moreno

Incidents:

Vehicle Accident – Green Valley Rd. (RD84) March 10, 2025

A solo vehicle hit an embankment, causing minor injuries to the driver.



Vehicle Accident – White Rock Rd x Town Center (RD87) March 21, 2025

A two-car collision caused one vehicle to overturn in the intersection. Both parties involved refused medical care.



Fence Fire – Landsdale Way (RD87) March 27, 2025

A reported structure fire was found to be fence and landscaping burning with extension to the exterior of a home. Thanks to a neighbor and a quick response by EDH personnel, the fire was kept out of the house. Cause undetermined.



**Vehicle Accident – Green
Valley x Malcolm Dixon Cut-off
(RD84) March 28, 2025**

A reported T-Bone collision resulted in two minor injuries. Engines 84 and 85, with BC85 and Medic 85 handled patient care and scene clean-up.



**Vehicle Accident – Salmon
Falls x Kaila Way (RD84)
March 28, 2025**

Crews were dispatched to a phone crash detection. E84 arrived and found a vehicle over the bank on its roof. The occupant(s) self-extricated and refused medical care.



**Chimney Fire – Williston Way
(RD85) March 28, 2025**

Crews arrived to find a malfunctioning pellet stove. The flow path was blocked causing the smoke to enter the structure.



**Vehicle Accident – Green
Valley x Francisco (RD84)
January 11, 1997**

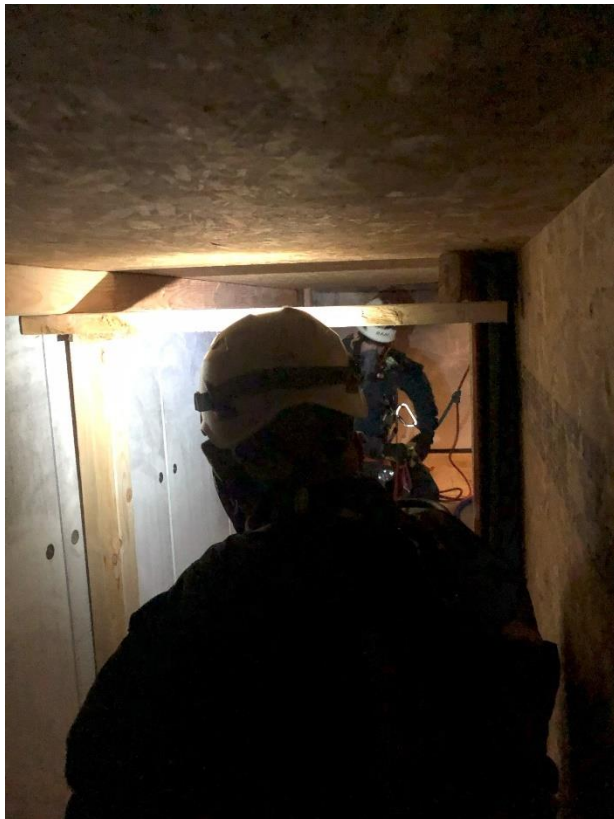
Engine 84, C Shift responded to a non-injury accident.



Significant Training:

Night Drill - Confined Space Entry and Rescue at the Fire Training Center (FTC) March 3, 2025

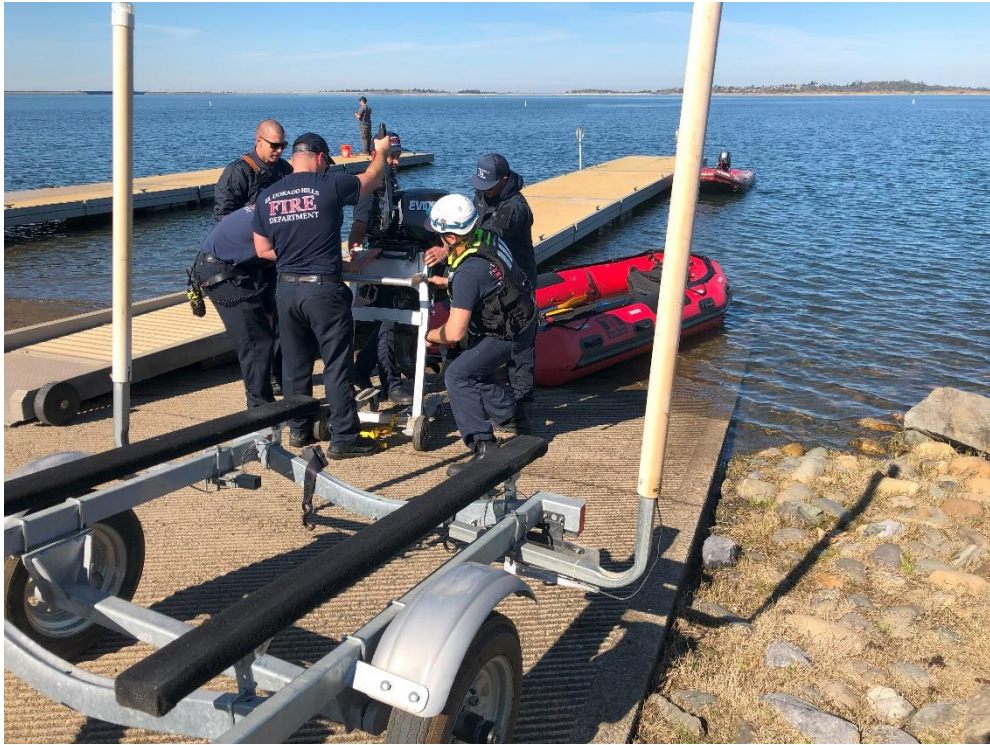
C-Shift performed a permit-required entry nighttime drill. Personnel coordinated operations of rigging, entry, air handling, ventilation, hard-wired communications, air monitoring, and rescue.



A wooden channel was built below grade to simulate a restricted space for the rescuers to access and remove the victim.

Boat Deployment Exercises – Folsom Lake Browns Ravine, March 9, 2025

C-Shift conducted boat orientation and deployment drills at Folsom Lake.



**Forcible Entry Training –
Fire Training Center
(FTC) March 10, 2025**

Truck 85 practiced various forcible entry techniques using a variety of tools.



Standpipe Operations – Aloft Hotel Town Center, March 15, 2025



C-Shift conducted a multi-agency standpipe operations drill on-site at the Aloft Hotel on Mercedes Lane. El Dorado Hills and Folsom Fire practiced climbing to the fourth floor and deploying hose lines from the standpipes system to attack simulated fire. Participating were 5 EDH engines, 2 Folsom engines, BC85 and BC15.

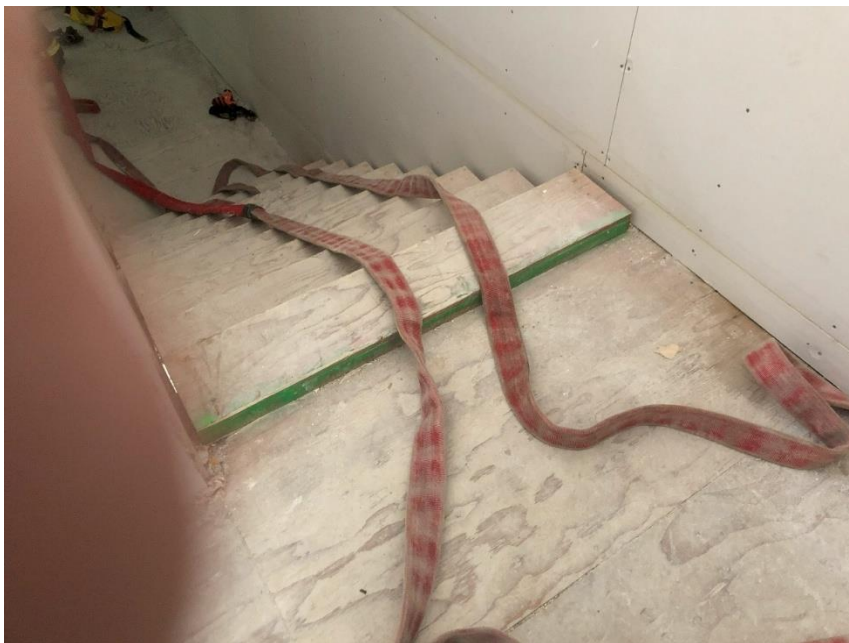
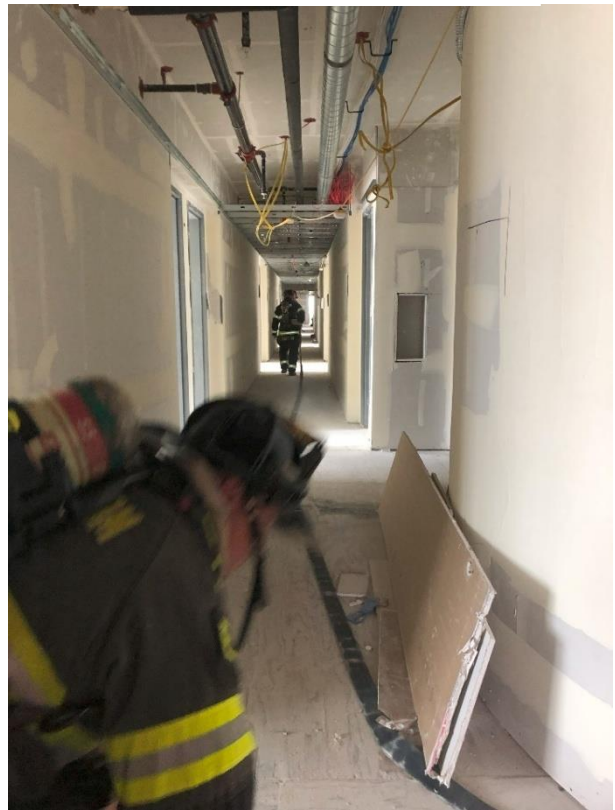


Significant Training cont:

Stairwell climb



Hose extension in hallway



Attack line lay
out in stairwell

Confined Space Drill –
Cameron Park, March 16, 2025

Battalion 85 participated with Cameron Park Fire and Cal Fire to practice Confined Space skills.



Emergency Vehicle Operation - Station 86, March 28, 2025

Battalion 85, E86, M85 and M86 conducted Emergency Vehicle Operations Course (EVOC) cone course training.



OES Deployments – March 2025

EDH Personnel staffed an engine and two Task Force Leader Positions for two days during an OES Winter Storm Pre-positioning.

DATE	NAME	LOCATION	ACRES	RESOURCE	PERSONNEL	END	DAYS	S/DAYS
Winter Storm		El Dorado County	PrePro					
03/12/25		Lilienthal		EOC	1	03/14/25	2	2
03/12/25		Brady		TFLD	1	03/14/25	2	2
03/12/25		Belleci, Ferry, Dennis		E-387	3	03/14/25	1	3
	3/13/2025	Ali, Hemstark, Phillips	Relief		3		1	3

Events:

“I love Reading Week” Lake Forest School, March 3, 2025

Battalion 85 and Engine 84 read to children in classes from kindergarten to 4th grade during “I Love Reading” week at Lake Forest School.



Firefighter Morgan reading to a Kindergarten class

Retiree Breakfast – Station 85, March 20, 2025

The Department's 1st Retiree Breakfast was successful. Retired personnel of all ranks paid and volunteer in attendance.



Valor Award – Station 85, March 20, 2025

C-Shift Captain Adam Tiffany was awarded a Department Medal of Valor for his actions off-duty working together with two other residents of EDH to assist with the rescue of a woman from a residential structure fire at Broome Place in Stonegate Village.



March 2025

Training Update

This month, all shifts participated in multi-company LARRO and Confined Space training with a night drill element. Crews also became familiar with EDSO Echo 1 Helicopter capabilities and mission. Training cadre members became certified Instructors with a Swift Water class hosted by EDH and members from Cal-Fire, Folsom, Metro Fire and other departments. Crews began to review the new Command/Control documents.

Company Training:

This month, all shifts participated in multi-company LARRO training, Water Rescue training with qualifying new instructors. As well as Confined Space training/Night drill. Residential Vertical Ventilation training at FTC.

EMS Training:

Protocol review/ Paramedic Testing.

Mandate Training:

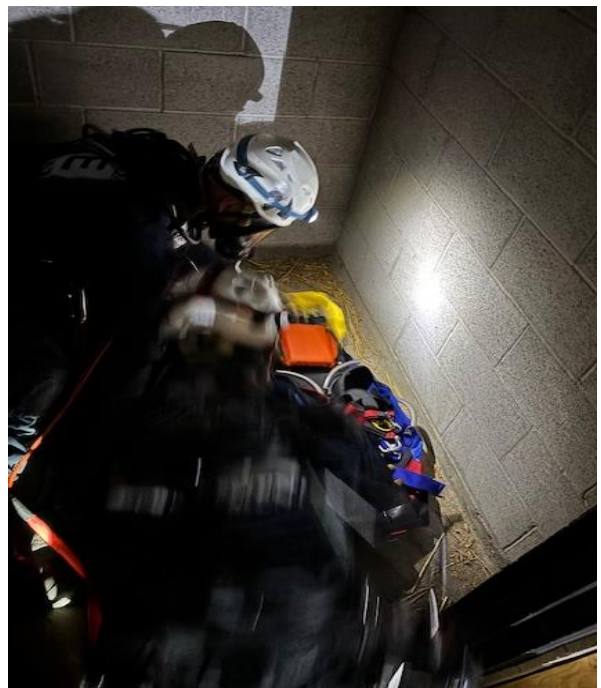
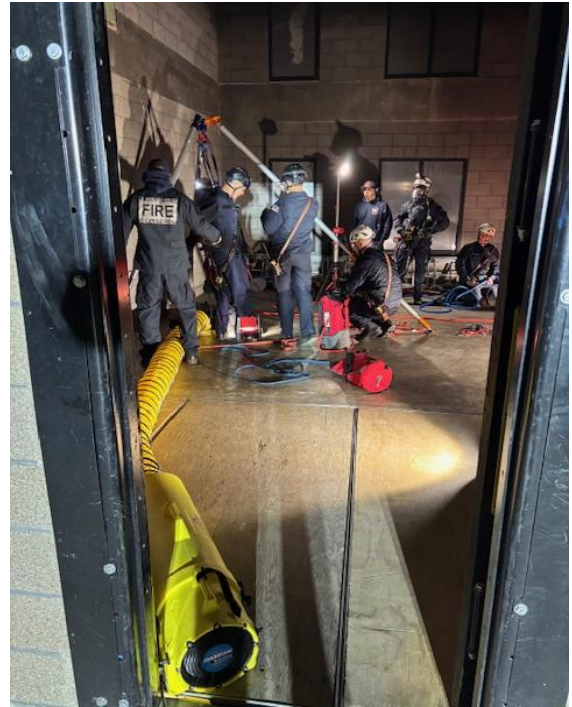
Night Drill with Confined Space Entry and Rescue.

Captains Corner:

All crew members have been advised to contact Training Captain Ali to schedule Command and Control simulator training at the Career Training Center (CTC). Training will include size-ups and initial assignments as well as incident priorities, strategy, and tactical objectives.

Building Walk-through:

Crews have been instructed to identify and tour residential target hazard buildings in their first-due areas of assignment. Crews should identify access, egress areas of concern, and fire suppression tactics.



EL DORADO HILLS FIRE DEPARTMENT

"YOUR SAFETY ... OUR COMMITMENT"



Community Risk Community Relations

March 2025 Report

OVERVIEW

The El Dorado Hills Fire Department, Community Risk Community Relations Division (CRCR) continues to see significant residential development and vegetation management program activity throughout the reporting period. Major construction activity continues in the Valley View Eastridge, Promontory, Carson Creek, Ridgeview, and Bass Lake North areas of the District. New project proposals: Community Heath for Independence consisting of 4,162 residential acres and 167 commercial acres, Generations residential subdivision consisting of 379 single-family dwellings, Alto residential subdivision consisting of 23 parcels, Vineyards residential subdivision consisting of 42 parcels, La Canada residential subdivision consisting of 40 parcels, Wildhawk residential subdivision consisting of 70 parcels, Creekside Village residential subdivision consisting of 926 single-family dwellings, Rancho Victoria residential subdivision consisting of 8 40-acre residential parcels, Latrobe Self Storage at Latrobe Rd. and Suncastr Lane, Town & Country Village conference and hotel facilities at Bass Lake Road, Montano 330 multi-family dwelling units at White Rock Rd. & Latrobe Rd., Quantam Care Residential Care Facility at Carson Crossing, and Costco at Silva Valley are ongoing. New commercial construction consisting of the Gateway of El Dorado multi-tenant building at Golden Foothill Parkway, and Aloft Hotel in Town Center continues to progress.

CRCR RECEIVED A TOTAL OF 67 APPLICATIONS FOR PERMIT IN THE MONTH OF MARCH 2025.

- Residential (40):
 - 13 New single-family dwellings
 - 5 Residential additions
 - 22 Residential fire suppression systems
- Commercial (17):
 - 2 New commercial buildings
 - 5 Tenant improvements
 - 10 Commercial fire suppression systems
- Other (Fire Flow, AMMR, LPG, etc.): 9

CRCR STAFF COMPLETED 63 REVIEWS OF PLANS FOR PERMIT IN THE MONTH OF MARCH 2025.

- Residential (41):
 - 15 New single-family dwellings
 - 3 Residential additions
 - 23 Residential fire suppression systems
- Commercial (12):
 - 1 New commercial building
 - 2 Tenant improvements
 - 9 Commercial fire suppression systems
- Other (Fire Flow, AMMR, LPG, etc.): 10

CRCR STAFF COMPLETED 170 NEW CONSTRUCTION INSPECTIONS IN THE MONTH OF MARCH 2025.

- Residential (142):
 - 38 New single-family dwellings
 - 1 Residential additions
 - 103 Residential fire suppression systems
- Commercial (26):
 - 0 New commercial buildings
 - 8 Tenant improvements
 - 18 Commercial fire suppression systems
- Other (Fire Flow, AMMR, LPG, etc.): 2

- Completed 9 real estate transaction defensible space inspections
- Completed 23 smoke and carbon monoxide alarm inspections with 2% found to be deficient
- Completed 19 fire and life safety inspections of residential and commercial occupancies
- Completed 2 car seat installations

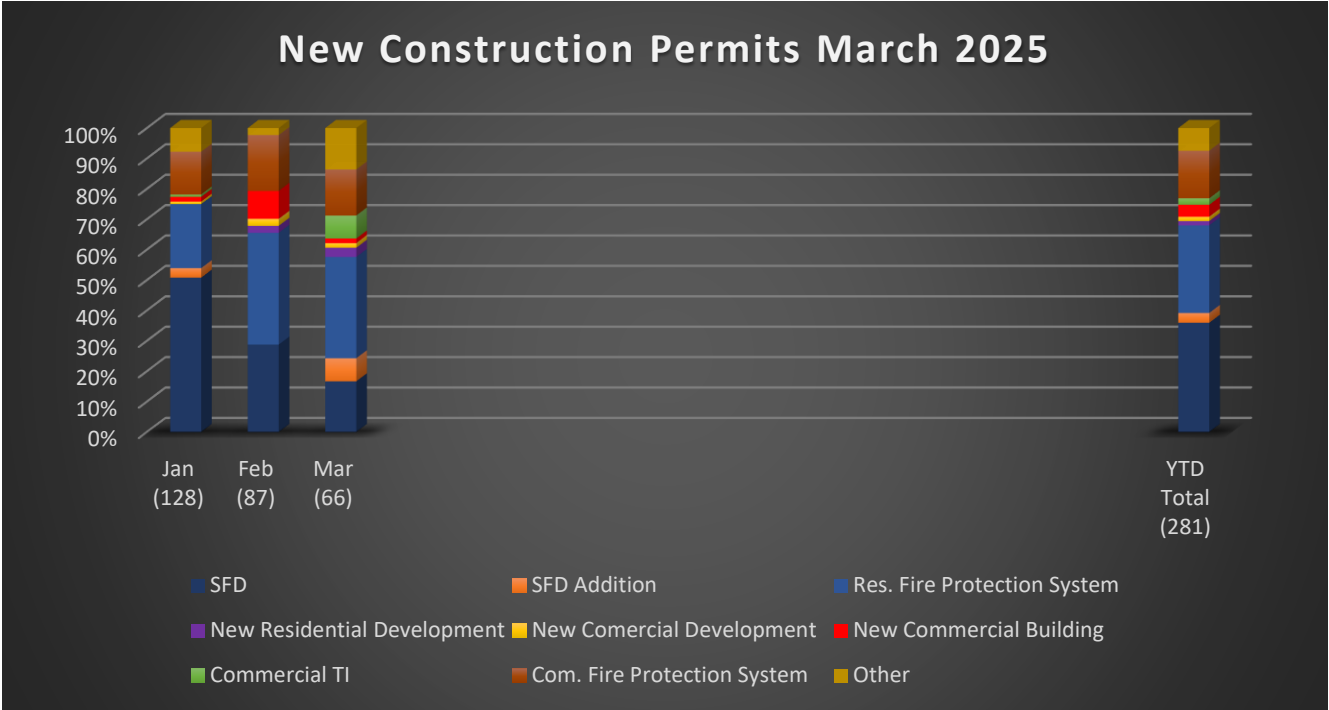


Table 1: New Construction Permits by Month Report

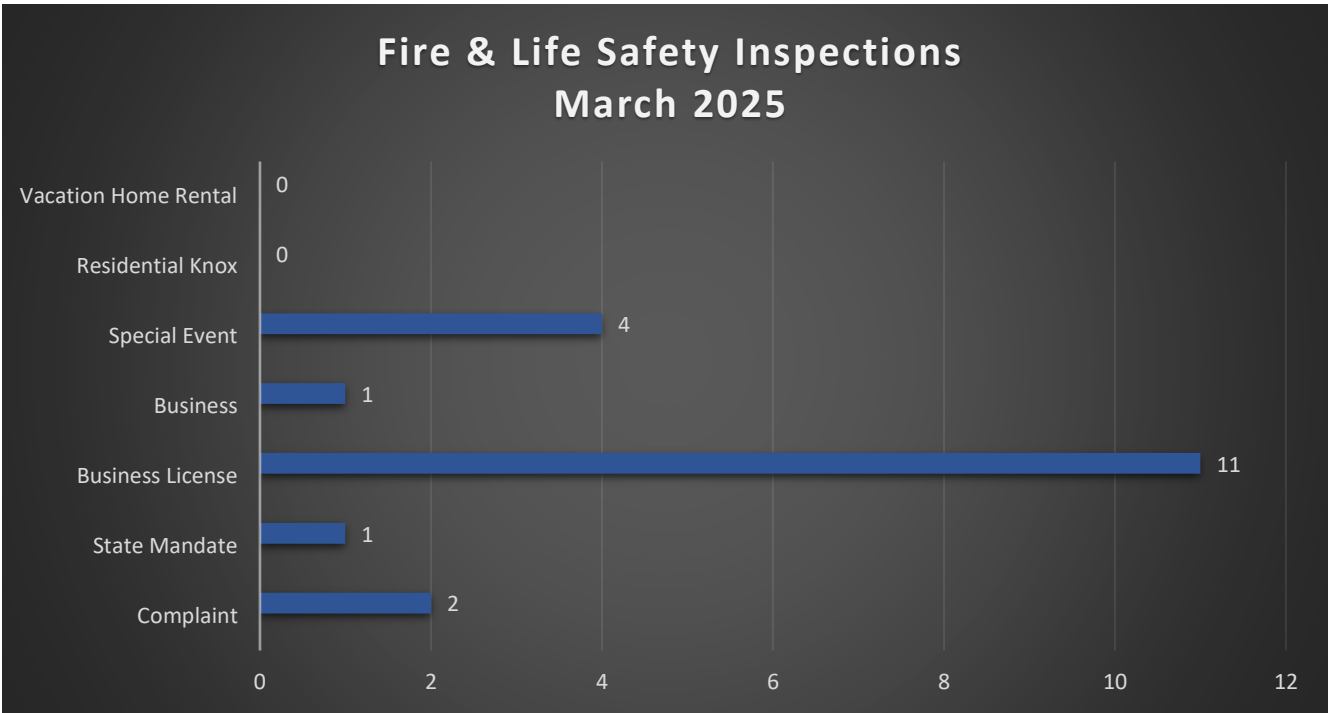


Table 2: Fire and Life Safety Inspections by Month Report

EMPLOYMENT CONTRACT FOR FIRE CHIEF

EL DORADO HILLS COUNTY WATER DISTRICT, alternatively referred to as EL DORADO HILLS FIRE DEPARTMENT, located at 1050 Wilson Boulevard, El Dorado Hills, California 95762 (hereinafter referred to as the Employer), and MICHAEL S. LILIENTHAL, whose business address is 1050 Wilson Boulevard, El Dorado Hills, California 95762 and whose personal address is on file with Employer (hereinafter referred to as the Employee), in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. TERM OF EMPLOYMENT

Agreement Term

Section 1.01. The Employer hereby employs Employee and Employee hereby accepts employment with Employer for a period of thirty-six (36) months beginning on May 1, 2025, and continuing through April 30, 2028 (the "Term") unless terminated earlier in accordance with this Agreement.

Earlier Termination

Section 1.02. This Agreement may be terminated earlier as hereinafter provided.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Title and Description of Duties

Section 2.01. Employee shall serve as the Fire Chief for the EL DORADO HILLS FIRE DEPARTMENT. In that capacity, Employee shall do and perform all services, acts, or things necessary to fulfill the duties of a Fire Chief. Employee shall at all times be subject to the direction of the Board of Directors and to the policies established by the Board of Directors. Employee shall faithfully discharge his duties as outlined by the Employer adopted Rules and Regulations and operations manual, state and local law, and such ordinances, resolutions, policies and procedures as may be adopted by Employer's Board of Directors from time to time.

Acting Position. The Fire Chief may voluntarily "downgrade" to cover for a Battalion Chief vacancy in staffing if needed. The Battalion Chief overtime rate of pay will be used to calculate the overtime compensation for hours worked.

Deployment Pay. The Department will provide deployment pay for the Fire Chief when assigned to a CalOES deployment under a reimbursement agreement with CalOES. In the event an employee is assigned to a CalOES deployment, the employee will be paid straight time for hours worked outside the regular work week as soon as administratively feasible following completion of their deployment and submission/approval of OES paperwork. Straight time hours will be calculated upon a base rate. The base rate shall be the rate set forth in the salary survey on file with California Governor's Office of Emergency Services, Fire Rescue Division, for the time period of the deployment. Nothing herein shall change or affect the exempt status of the employee.

Loyal and Conscientious Performance of Duties

Section 2.02. Employee agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the duties and obligations required of him.

Devotion of Entire Time to Employer's Business

Section 2.03.

(a) Employee shall devote his entire productive working time, ability and attention to the business of Employer during the term of this contract. The position of Fire Chief is an exempt position without set working hours, as the Fire Chief is expected to be available at all times. Further, although the Fire Chief position's work schedule will vary in accordance with the work required to be performed and in accordance with specific direction by the Board, Employee is expected to be working and present during Employer's regular business office hours, at Board of Director's meetings, and as otherwise necessary to fulfill the obligations of the position of Fire Chief.

(b) During the term of this agreement, Employee shall not engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of Employer's Board President. The expenditure of reasonable amounts of time for permissible outside activities (e.g., educational, charitable, or professional activities) shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement and are authorized in advance by the Board President.

(c) The Employer understands and authorizes the Employee to continue to work as an adjunct professor at Los Rios Community College in the Fire Technology Program.

Political Activity Restrictions

Section 2.04. The parties acknowledge that the position of Fire Chief is, in some ways, inherently political, and that Employee's duties may occasionally require him to engage in arguably political activities instigated by, or for the benefit of, the Department. However, in addition to the limits on political activity established by applicable law, Employee expressly agrees not to engage in personally-motivated political activity during working hours or using Department resources and equipment. Employee further expressly agrees not to use his position as Fire Chief to exert political influence over, or extract monetary contributions from, subordinate employees.

Uniqueness of Employee's Services

Section 2.05. Employee hereby represents and agrees that the services to be performed under the terms of this contract are of a special, unique, unusual and extraordinary character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Employee therefore expressly agrees that Employer, in addition to any other rights or remedies which Employer may possess, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this contract by employee, as permitted by

law.

Physical Examinations

Section 2.06. Employee agrees, consistent with existing Employer policy^{11J}, to submit himself annually for a complete physical examination, (including SCBA certification and drug test) by a physician selected by Employer to determine continued fitness for duty. In addition to these requirements, Employee will comply with the terms and conditions of the Employer-adopted Wellness Program.

Annual Performance Evaluation

Section 2.07. Employer shall provide Employee with an annual performance evaluation on or about January 1 of each year. The performance evaluation may include, among other items, a review of the Employer's financial performance, administration, operations, personnel issues and complaints, public input, commendations and complaints, the adequacy of delivery of firefighting and emergency medical services, inter-governmental interfacing, the performance of the Chiefs duties, the attainment or failure to attain Board established goals and objectives, and such other performance criteria as the Board of Directors may from time to time establish.

The performance evaluation shall also provide the Board an opportunity to establish goals and objectives for the chief to accomplish in the ensuing year and/or to check the progress on meeting longer term goals and objectives.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

General Description

Section 3.01. Employer shall provide Employee with the compensation, benefits and approved business expense reimbursement specified elsewhere in this agreement.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Monthly Salary

Section 4.01. As compensation for the services to be rendered by Employee hereunder, Employer shall pay Employee a gross monthly salary (paid on Employer's regular payroll schedule and subject to applicable payroll taxes and withholdings) for each month of the Term hereof at the rate specified in Schedule A attached to and made part of this agreement. The employee shall be entitled to automatic salary increases matching (on a percentage basis) any adjustments granted to other Unrepresented Management/Safety employees.

ARTICLE 5. EMPLOYEE BENEFITS

Benefits

Section 5.01. Employee shall be entitled to all of the incentive pays and benefits made available to all other administrative/exempt personnel as detailed in the applicable Agreement for unrepresented Management Group (Chief Officers), as that document may be amended from time to time (hereinafter "Summary of Administrative Benefits" or "SAB"). A copy of the current Summary of Administrative Benefits is attached as Schedule B. Employee (and Family) shall be provided medical, dental and vision coverage post-retirement upon the same terms and conditions and with coverage substantially similar to that provided to sworn administrative/exempt personnel in the applicable SAB, as amended from time to time. Employee's vesting in such post-retirement coverage benefits shall occur in accordance with the schedule set forth in the applicable SAB, and Employee shall receive credit for years of service at prior PERS participating agencies in accordance with the Board-approved vesting schedule. Employee shall also receive credit for prior years of service at a PERS agency for

purposes of calculating Longevity Pay. Employee shall accrue sick leave and vacation at the accrual rate set forth in the Summary of Administrative Benefits.

Section 5.02. Employee shall receive vacation at the rate outlined in the SAB, ~~but because subject to the services to be performed under same limitations and conditions as set forth in the terms of this Agreement are of a special, unique, unusual and extraordinary nature that often limits the ability of the Employee's use of accrued vacation time, the vacation accrual cap will be removed.~~ SAB.

ARTICLE 6. BUSINESS EXPENSES

Business Expenses

Section 6.01.

(a) Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in conducting the business of Employer, subject to review and oversight by the Board of Directors and applicable policies.

(b) Each such expenditure shall be reimbursable only if Employee furnishes to Employer adequate records and other documentary evidence for the substantiation of that expenditure.

ARTICLE 7. TERMINATION OF EMPLOYMENT

Termination for Cause

Section 7.01.

(a) Employee understands and expressly agrees that employment as Fire Chief is "AT WILL," that such employment is at the pleasure of the Board of Directors, and that Employee has no property interest in such employment under this agreement. Employer reserves the right to terminate this agreement for cause if employee (1) willfully breaches, or grossly neglects, Employee's duties, or otherwise fails to perform the duties which he is required to perform under the terms of this agreement, or (2) commits acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude. Employee may only be terminated for cause upon the affirmative vote of 3/5 of the Board of Directors. Termination under this provision shall be deemed "for cause."

(b) Employer may at its option terminate this agreement for cause by giving written notice of termination to Employee as required by law, without prejudice to any other remedy to which Employer may be entitled either at law, in equity, or under this agreement. However, such termination shall not be subject to any right of appeal or other due process, except as may be otherwise required by law.

(c) If Employee is terminated for cause, Employee shall not be eligible for any severance benefits ~~that are otherwise described in this Agreement~~ nor shall he be eligible for the "Bump Back" rights referenced in Section ~~4.04 above.~~ 7.05 below. There being no right of appeal from such termination, Employee's sole remedy shall be a judicial action in declaratory relief to

determine whether there was substantial evidence of "cause". If the court determines there was not such substantial evidence, Employee may (upon Employee's compliance with the applicable conditions precedent) receive severance pay provided in this Article, but no other damages or award.

Termination without Cause

Section 7.02.

(a) Employee understands and expressly agrees that employment as ~~Interim~~ Fire Chief is "AT WILL," that such employment is at the pleasure of the Board of Directors, and that Employee has no property interest in such employment under this agreement. The Board may terminate this agreement without cause at any time, upon the affirmative vote of 4/5 of the Board of Directors, subject to Employee's "Bump Back" rights and/or right to severance, as referenced in Section ~~4.01 above~~ 7.05 below. Termination under this section shall not be considered "for cause." ~~NOTE: I would suggest eliminating the Bump Back rights and provide a severance conditioned upon a release and waiver of right to sue under the "without cause" situation. We should also add a provision to allow termination "for cause" upon 3/5ths vote of the Board of Directors. No severance in that circumstance. We had the appropriate language in the prior Chief's contract.~~

(b) Subject to applicable law (e.g. the American with Disabilities Act, California Fair Employment and Housing Act, and California Workers Compensation Laws, etc.), Employer reserves the right to terminate this agreement if Employee becomes physically or mentally disabled or otherwise unable to perform Employee's duties under this agreement. Such a termination shall be effected by giving thirty (30) days' written notice of termination to Employee.

(c) This agreement shall be automatically terminated upon the death of Employee, in which event neither party shall have any further obligations hereunder.

Effect of Merger, Transfer of Assets, or Dissolution

Section 7.03.

(a) This agreement shall not be terminated by any voluntary or involuntary dissolution of Employer resulting from either a merger, consolidation or incorporation in which Employer is not the consolidated or surviving entity.

(b) In the event of any such merger, consolidation, incorporation or transfer of assets, Employer's rights, benefits and obligations hereunder shall be assigned to the surviving or resulting entity or the transferee of Employer's assets.

Termination by Employee

Section 7.04. Employee may terminate Employee's obligations under this agreement prior to the term specified herein only by giving Employer at least three (3) months' notice in advance. Employee shall not, during the term of this agreement, accept employment with any other fire or emergency services agency.

Effect on Compensation / "Bump Back" Rights / Severance for Termination Without Cause

Section 7.05. In the event that this agreement is terminated prior to the completion of the

term of employment specified herein, Employee shall be entitled to the compensation earned prior to the date of termination up to and including that date. ~~Again, we should add the severance language back in. In the event Employee is terminated without cause, employee shall have the following additional rights. If such without cause termination occurs on or before June 22, 2027, Employee shall be entitled to "bump back" to the position of Deputy Chief for the balance of the Term hereof. From and after June 22, 2027, Employee shall be entitled to severance pay equal to the lesser of (a) six (6) months base pay or (b) base pay for the remaining Term of this Agreement. As a condition to exercising his right to either the bump back rights or the severance pay, Employee shall be required to execute and deliver to Employer a Separation Agreement and Release of Claims in form and content satisfactory to Employer.~~

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01 . Any notices to be given by either party to the other shall be in writing and may be transmitted by personal delivery, by first class mail with postage prepaid or by traceable overnight delivery service (e.g. Fed Ex or equivalent). Mailed or overnight delivery notices shall be addressed to Employer at the address appearing in the introductory paragraph of this agreement, and to Employee at Employee's personal residence address on file with Employer, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed or overnight delivered notices shall be deemed communicated as of three (3) days after the date of mailing or deposit with the applicable delivery service.

Section 8.02. Defense & Indemnification. To the extent required by the state law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission in the performance of Employee's duties for the positions specified in this agreement. Employer may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon when, in the judgment of Employer such is the most advisable course of action, but, in any event, will defend and indemnify Employee. This provision shall survive any termination or resignation of the Employee or expiration of this agreement. This paragraph is not intended to provide any rights in excess of those rights provided by state law. ~~NOTE: This provision needs to be modified to require Employee's acts to be within the scope of his duties and to exclude intentional or reckless acts outside the scope of employment and to dovetail with Section 8.09.~~

Attorneys' Fees and Costs

Section 8.03. If any legal action based in contract law is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to a court award of reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

Entire Agreement

Section 8.04. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

Modifications

Section 8.05. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Effect of Waiver

Section 8.06. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

Section 8.07. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. The invalidity of any provision shall not constitute ground upon which an action, in law or in equity, may be instituted by any party to this agreement. To the contrary, each of the parties hereto has engaged competent counsel to advise it with regard to all matters herein contained. In particular, the Employer provides no representation or guarantee as to the enforceability of Section 7.03.

Law Governing Agreement

Section 8.08. This agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action brought to enforce or interpret this agreement shall be the El Dorado County Superior Court.

Compliance Required with Government Code Sections 53243 *et seq.*

Section 8.09. If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(a) if Employee is or was provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse Employer for such amounts paid;

(b) if the Employer paid or pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse Employer such amounts paid; and

(c) if this Agreement is terminated, any cash settlement related to the termination that

Employee may receive from the Employer shall be fully reimbursed to the Employer, or shall be deemed void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(Signatures on Next Page)

Executed on _____, ~~2024~~2025 at _____, California.

EMPLOYER

EL DORADO HILLS COUNTY WATER
DISTRICT, alternatively referred to as
EL DORADO HILLS FIRE DEPARTMENT

By: _____

EMPLOYEE

MICHAEL S. LILIENTHAL

SCHEDULE A

MONTHLY SALARY

| Employee shall be entitled to a monthly salary during the term of this agreement in the amount of TWENTY ONE THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS (\$21,971.00) per month, plus ~~incentives~~incentive pays,- as well as salary increases matching any adjustments granted to other Unrepresented Management/Safety employees.

SCHEDULE B

SUMMARY OF ADMINISTRATIVE BENEFITS

EMPLOYMENT CONTRACT FOR FIRE CHIEF

EL DORADO HILLS COUNTY WATER DISTRICT, alternatively referred to as EL DORADO HILLS FIRE DEPARTMENT, located at 1050 Wilson Boulevard, El Dorado Hills, California 95762 (hereinafter referred to as the Employer), and MICHAEL S. LILIENTHAL, whose business address is 1050 Wilson Boulevard, El Dorado Hills, California 95762 and whose personal address is on file with Employer (hereinafter referred to as the Employee), in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. TERM OF EMPLOYMENT

Agreement Term

Section 1.01. The Employer hereby employs Employee and Employee hereby accepts employment with Employer for a period of thirty-six (36) months beginning on May 1, 2025, and continuing through April 30, 2028 (the "Term") unless terminated earlier in accordance with this Agreement.

Earlier Termination

Section 1.02. This Agreement may be terminated earlier as hereinafter provided.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Title and Description of Duties

Section 2.01. Employee shall serve as the Fire Chief for the EL DORADO HILLS FIRE DEPARTMENT. In that capacity, Employee shall do and perform all services, acts, or things necessary to fulfill the duties of a Fire Chief. Employee shall at all times be subject to the direction of the Board of Directors and to the policies established by the Board of Directors. Employee shall faithfully discharge his duties as outlined by the Employer adopted Rules and Regulations and operations manual, state and local law, and such ordinances, resolutions, policies and procedures as may be adopted by Employer's Board of Directors from time to time.

Acting Position. The Fire Chief may voluntarily "downgrade" to cover for a Battalion Chief vacancy in staffing if needed. The Battalion Chief overtime rate of pay will be used to calculate the overtime compensation for hours worked.

Deployment Pay. The Department will provide deployment pay for the Fire Chief when assigned to a CalOES deployment under a reimbursement agreement with CalOES. In the event an employee is assigned to a CalOES deployment, the employee will be paid straight time for hours worked outside the regular work week as soon as administratively feasible following completion of their deployment and submission/approval of OES paperwork. Straight time hours will be calculated upon a base rate. The base rate shall be the rate set forth in the salary survey on file with California Governor's Office of Emergency Services, Fire Rescue Division, for the time period of the deployment. Nothing herein shall change or affect the exempt status of the employee.

Loyal and Conscientious Performance of Duties

Section 2.02. Employee agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the duties and obligations required of him.

Devotion of Entire Time to Employer's Business

Section 2.03.

(a) Employee shall devote his entire productive working time, ability and attention to the business of Employer during the term of this contract. The position of Fire Chief is an exempt position without set working hours, as the Fire Chief is expected to be available at all times. Further, although the Fire Chief position's work schedule will vary in accordance with the work required to be performed and in accordance with specific direction by the Board, Employee is expected to be working and present during Employer's regular business office hours, at Board of Director's meetings, and as otherwise necessary to fulfill the obligations of the position of Fire Chief.

(b) During the term of this agreement, Employee shall not engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of Employer's Board President. The expenditure of reasonable amounts of time for permissible outside activities (e.g., educational, charitable, or professional activities) shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement and are authorized in advance by the Board President.

(c) The Employer understands and authorizes the Employee to continue to work as an adjunct professor at Los Rios Community College in the Fire Technology Program.

Political Activity Restrictions

Section 2.04. The parties acknowledge that the position of Fire Chief is, in some ways, inherently political, and that Employee's duties may occasionally require him to engage in arguably political activities instigated by, or for the benefit of, the Department. However, in addition to the limits on political activity established by applicable law, Employee expressly agrees not to engage in personally-motivated political activity during working hours or using Department resources and equipment. Employee further expressly agrees not to use his position as Fire Chief to exert political influence over, or extract monetary contributions from, subordinate employees.

Uniqueness of Employee's Services

Section 2.05. Employee hereby represents and agrees that the services to be performed under the terms of this contract are of a special, unique, unusual and extraordinary character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Employee therefore expressly agrees that Employer, in addition to any other rights or remedies which Employer may possess, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this contract by employee, as permitted by law.

Physical Examinations

Section 2.06. Employee agrees, consistent with existing Employer policy^{11J}, to submit himself annually for a complete physical examination, (including SCBA certification and drug test) by a physician selected by Employer to determine continued fitness for duty. In addition to these requirements, Employee will comply with the terms and conditions of the Employer-adopted Wellness Program.

Annual Performance Evaluation

Section 2.07. Employer shall provide Employee with an annual performance evaluation on or about January 1 of each year. The performance evaluation may include, among other items, a review of the Employer's financial performance, administration, operations, personnel issues and complaints, public input, commendations and complaints, the adequacy of delivery of firefighting and emergency medical services, inter-governmental interfacing, the performance of the Chiefs duties, the attainment or failure to attain Board established goals and objectives, and such other performance criteria as the Board of Directors may from time to time establish.

The performance evaluation shall also provide the Board an opportunity to establish goals and objectives for the chief to accomplish in the ensuing year and/or to check the progress on meeting longer term goals and objectives.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

General Description

Section 3.01. Employer shall provide Employee with the compensation, benefits and approved business expense reimbursement specified elsewhere in this agreement.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Monthly Salary

Section 4.01. As compensation for the services to be rendered by Employee hereunder, Employer shall pay Employee a gross monthly salary (paid on Employer's regular payroll schedule and subject to applicable payroll taxes and withholdings) for each month of the Term hereof at the rate specified in Schedule A attached to and made part of this agreement. The employee shall be entitled to automatic salary increases matching (on a percentage basis) any adjustments granted to other Unrepresented Management/Safety employees.

ARTICLE 5. EMPLOYEE BENEFITS

Benefits

Section 5.01. Employee shall be entitled to all of the incentive pays and benefits made available to all other administrative/exempt personnel as detailed in the applicable Agreement for unrepresented Management Group (Chief Officers), as that document may be amended from time to time (hereinafter "Summary of Administrative Benefits" or "SAB"). A copy of

the current Summary of Administrative Benefits is attached as Schedule B. Employee (and Family) shall be provided medical, dental and vision coverage post-retirement upon the same terms and conditions and with coverage substantially similar to that provided to sworn administrative/exempt personnel in the applicable SAB, as amended from time to time. Employee's vesting in such post-retirement coverage benefits shall occur in accordance with the schedule set forth in the applicable SAB, and Employee shall receive credit for years of service at prior PERS participating agencies in accordance with the Board-approved vesting schedule. Employee shall also receive credit for prior years of service at a PERS agency for purposes of calculating Longevity Pay. Employee shall accrue sick leave and vacation at the accrual rate set forth in the Summary of Administrative Benefits.

Section 5.02. Employee shall receive vacation at the rate outlined in the SAB, subject to the same limitations and conditions as set forth in the SAB.

ARTICLE 6. BUSINESS EXPENSES

Business Expenses

Section 6.01.

(a) Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in conducting the business of Employer, subject to review and oversight by the Board of Directors and applicable policies.

(b) Each such expenditure shall be reimbursable only if Employee furnishes to Employer adequate records and other documentary evidence for the substantiation of that expenditure.

ARTICLE 7. TERMINATION OF EMPLOYMENT

Termination for Cause

Section 7.01.

(a) Employee understands and expressly agrees that employment as Fire Chief is "AT WILL," that such employment is at the pleasure of the Board of Directors, and that Employee has no property interest in such employment under this agreement. Employer reserves the right to terminate this agreement for cause if employee (1) willfully breaches, or grossly neglects, Employee's duties, or otherwise fails to perform the duties which he is required to perform under the terms of this agreement, or (2) commits acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude. Employee may only be terminated for cause upon the affirmative vote of 3/5 of the Board of Directors. Termination under this provision shall be deemed "for cause."

(b) Employer may at its option terminate this agreement for cause by giving written notice of termination to Employee as required by law, without prejudice to any other remedy to which Employer may be entitled either at law, in equity, or under this agreement. However, such termination shall not be subject to any right of appeal or other due process, except as may be otherwise required by law.

(c) If Employee is terminated for cause, Employee shall not be eligible for any severance benefits nor shall he be eligible for the "Bump Back" rights referenced in Section 7.05 below. There being no right of appeal from such termination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause". If the court determines there was not such substantial evidence, Employee may (upon Employee's compliance with the applicable conditions precedent) receive severance pay provided in this Article, but no other damages or award.

Termination without Cause

Section 7.02.

(a) Employee understands and expressly agrees that employment as Fire Chief is "AT WILL", that such employment is at the pleasure of the Board of Directors, and that Employee has no property interest in such employment under this agreement. The Board may terminate this agreement without cause at any time, upon the affirmative vote of 4/5 of the Board of Directors, subject to Employee's "Bump Back" rights and/or right to severance, as referenced in Section 7.05 below. Termination under this section shall not be considered "for cause."

(b) Subject to applicable law (e.g. the American with Disabilities Act, California Fair Employment and Housing Act, and California Workers Compensation Laws, etc.), Employer reserves the right to terminate this agreement if Employee becomes physically or mentally disabled or otherwise unable to perform Employee's duties under this agreement. Such a termination shall be effected by giving thirty (30) days' written notice of termination to Employee.

(c) This agreement shall be automatically terminated upon the death of Employee, in which event neither party shall have any further obligations hereunder.

Effect of Merger, Transfer of Assets, or Dissolution

Section 7.03.

(a) This agreement shall not be terminated by any voluntary or involuntary dissolution of Employer resulting from either a merger, consolidation or incorporation in which Employer is not the consolidated or surviving entity.

(b) In the event of any such merger, consolidation, incorporation or transfer of assets, Employer's rights, benefits and obligations hereunder shall be assigned to the surviving or resulting entity or the transferee of Employer's assets.

Termination by Employee

Section 7.04. Employee may terminate Employee's obligations under this agreement prior to the term specified herein only by giving Employer at least three (3) months' notice in advance. Employee shall not, during the term of this agreement, accept employment with any other fire or emergency services agency.

Effect on Compensation / “Bump Back” Rights / Severance for Termination Without Cause

Section 7.05. In the event that this agreement is terminated prior to the completion of the term of employment specified herein, Employee shall be entitled to the compensation earned prior to the date of termination up to and including that date. In the event Employee is terminated without cause, employee shall have the following additional rights. If such without cause termination occurs on or before June 22, 2027, Employee shall be entitled to “bump back” to the position of Deputy Chief for the balance of the Term hereof. From and after June 22, 2027, Employee shall be entitled to severance pay equal to the lesser of (a) six (6) months base pay or (b) base pay for the remaining Term of this Agreement. As a condition to exercising his right to either the bump back rights or the severance pay, Employee shall be required to execute and deliver to Employer a Separation Agreement and Release of Claims in form and content satisfactory to Employer.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01 . Any notices to be given by either party to the other shall be in writing and may be transmitted by personal delivery, by first class mail with postage prepaid or by traceable overnight delivery service (e.g. Fed Ex or equivalent). Mailed or overnight delivery notices shall be addressed to Employer at the address appearing in the introductory paragraph of this agreement, and to Employee at Employee's personal residence address on file with Employer, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed or overnight delivered notices shall be deemed communicated as of three (3) days after the date of mailing or deposit with the applicable delivery service.

Section 8.02. Defense & Indemnification. To the extent required by the state law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission in the performance of Employee's duties for the positions specified in this agreement. Employer may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon when, in the judgment of Employer such is the most advisable course of action, but, in any event, will defend and indemnify Employee. This provision shall survive any termination or resignation of the Employee or expiration of this agreement. This paragraph is not intended to provide any rights in excess of those rights provided by state law.

Attorneys' Fees and Costs

Section 8.03. If any legal action based in contract law is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to a court award of reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

Entire Agreement

Section 8.04. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

Modifications

Section 8.05. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Effect of Waiver

Section 8.06. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

Section 8.07. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. The invalidity of any provision shall not constitute ground upon which an action, in law or in equity, may be instituted by any party to this agreement. To the contrary, each of the parties hereto has engaged competent counsel to advise it with regard to all matters herein contained. In particular, the Employer provides no representation or guarantee as to the enforceability of Section 7.03.

Law Governing Agreement

Section 8.08. This agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action brought to enforce or interpret this agreement shall be the El Dorado County Superior Court.

Compliance Required with Government Code Sections 53243 *et seq.*

Section 8.09. If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(a) if Employee is or was provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse Employer for such amounts paid;

(b) if the Employer paid or pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse Employer such amounts paid; and

(c) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the Employer shall be fully reimbursed to the Employer, or shall be deemed void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Executed on _____, 2025 at _____, California.

EMPLOYER

EL DORADO HILLS COUNTY WATER
DISTRICT, alternatively referred to as
EL DORADO HILLS FIRE DEPARTMENT

By: _____

EMPLOYEE

MICHAEL S. LILIENTHAL

SCHEDULE A

MONTHLY SALARY

Employee shall be entitled to a monthly salary during the term of this agreement in the amount of TWENTY ONE THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS (\$21,971.00) per month, plus incentive pays, as well as salary increases matching any adjustments granted to other Unrepresented Management/Safety employees.

SCHEDULE B

SUMMARY OF ADMINISTRATIVE BENEFITS

The benefits listed herein are intended to match the benefits provided to unrepresented safety management personnel. Benefit details may be found in the Unrepresented Safety Management Resolution.

Education Incentive (non-stackable):

AA/AS	\$300	per month
BA/BS	\$600	per month
MA/MS	\$900	per month

Certification Incentive Pay (non-stackable):

Company Officer	\$300	per month
Chief Fire Officer	\$600	per month
Executive Chief Officer	\$900	per month

EMT/Paramedic Certification Pay (non-stackable):

EMT Incentive	\$100	per month
Paramedic Incentive	\$200	per month

Longevity Pay:

10 Years of Service	\$3,000	per year
15 Years of Service	\$3,500	per year
20 Years of Service	\$4,000	per year
25 Years of Service	\$4,500	per year
30 Years of Service	\$5,000	per year

Health Insurance:

Department pays up to \$2,850 per month

Cash In-Lieu of Health Insurance

\$500 per month if waive health insurance coverage

Dental/Vision HRA:

Employee Only	\$66.92	District paid to the HRA account per pay period
Employee + 1	\$80.77	District paid to the HRA account per pay period
Employee + Family	\$103.85	District paid to the HRA account per pay period

Dental/Vision Insurance

100% District paid if not enrolled in the HRA account

Retiree Health:

Refer to the Unrepresented Safety Management Resolution for full details.

10 Years	50%
11 Years	55%
12 Years	60%
13 Years	65%
14 Years	70%
15 Years	75%
16 Years	80%

17 Years	85%
18 Years	90%
19 Years	95%
20 Years +	100%

Life Insurance: \$50,000 Group Life Policy Paid by District

Employee Assistance Program: 100% Paid by District

Holidays: 12 days per year

Admin Leave: 10 days per year

Sick Leave Accrual: 136 hours per year

Vacation Accrual: 224 hours per year

Vacation Maximum Accrual * 280 hours per year

**Time accrued in excess of this limit will be paid out at one hundred percent of employee's base hourly rate during the first full paycheck in December. See the Unrepresented Safety Management Resolution for full details.*

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8228

THIS FIRST AMENDMENT to that Agreement for Services #8228 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and El Dorado County Water District (also known as the "El Dorado Hills Fire Department"), a political subdivision of the State of California, whose principal place of business is 1050 Wilson Boulevard, El Dorado Hills, CA 95762, (hereinafter referred to as "District");

RECITALS

WHEREAS, District has been engaged by County to provide services pursuant to Agreement for Services #8228, dated 12/12/2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of work and add Amended Exhibit A;

WHEREAS, the parties hereto desire to amend the Agreement to include a new fee schedule for the Agreement, amending **ARTICLE III, Compensation for Services**, and adding Amended Exhibit B;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. The parties hereby agree to permit the services described in the Agreement to be performed by a District employee with a rank of Captain or above, and not to be limited to a Battalion Chief. All references to Battalion Chief throughout the Agreement shall read as referring to a District employee with a rank of Captain or above.
- II. Amended Exhibit A is attached hereto and incorporated herein by reference. As of the effective date of this First Amendment to the Agreement, all references in the Agreement to Exhibit A shall be deemed to refer to the Amended Exhibit A attached hereto.
- III. Amended Exhibit B is attached hereto and incorporated herein by reference. **ARTICLE III Compensation for Services**, paragraph two is amended in its entirety to read as follows:

ARTICLE III Compensation for Services, For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the effective date of the First Amendment to the Agreement, the billing rates shall

be in accordance with Exhibit B, marked "Fee Schedule," attached to the Agreement. For the period beginning with the effective date of the First Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Fee Schedule," attached to the First Amendment to the Agreement.

IV. ARTICLE XXI, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #8228 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8228 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Board of Supervisors
"County"

Dated: 4/8/25

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 4/8/25

-- EL DORADO COUNTY WATER DISTRICT --

By: Mike Lilienthal

Michael Lilienthal
Fire Chief
"Consultant"

Dated: March 21, 2025

By: Christina Braddock

Director of Finance

Dated: March 21, 2025

**El Dorado County Water District
Amended Exhibit A
Scope of Work**

District agrees to provide a 1.0 FTE with a rank of Captain or above to assist the County with emergency management services in accordance with the terms and conditions of this Agreement. The employee assigned by the District shall provide emergency management services for all aspects of mitigation, preparedness, response, and recovery. The following are general examples of duties:

- Development and implementation of emergency response plans.
- Coordinate or oversee response efforts during an emergency.
- Conducting risk assessments and hazard analyses.
- Facilitating and/or training of employees and stakeholders.
- Facilitating and/or hosting large scale exercises.
- Coordinating/liaison with local authorities and agencies, to include during emergencies.
- Maintaining and updating emergency equipment and supplies.
- Provide expertise from the perspective of the fire service.
- Facilitate or assist with public preparedness drills, meetings, and other tasks.
- Facilitate or assist with Disaster Council meetings and tasks.
- Assist where appropriate with strategic plan goals.
- Emergency Operation Center (EOC) duties as assigned during an activation, which may include any EOC position.
- EOC preparedness and organization tasks.
- Fire Rescue Operational Area (OA) coordinator duties
- Incident Management Team (IMT) duties
- Attend emergency management training courses.
- Attend relevant meetings with numerous partners, cooperators, and stakeholders as needed.
- Assist with community engagement activities.
- Grant related activities as assigned.
- Emergency management-related tasks as assigned by the Office of Emergency Services (OES) lieutenant or other Sheriff's OES chain of command management.

The employee assigned by the District to perform the aforementioned services shall perform the services diligently, competently, and in accordance with industry standards and best practices.

County and the District must mutually agree on the specific employee being assigned pursuant to this agreement. If the County, in its discretion, is dissatisfied with the services being provided by the assigned District employee, the County and District shall meet in good faith to discuss potential solutions, including, but not limited to, the assignment of a different District employee to perform the services. Nothing in this scope of work shall prejudice any right provided to either party under this Agreement, including, but not limited to, rights granted under Article XII.

The assigned employee shall report to the OES lieutenant. Any conflicts should be resolved between the employee and the OES lieutenant. If the conflicts are not able to be resolved at that level, they should be resolved via good faith discussion between the El Dorado Hills Fire Chief and the OES lieutenant or other Sheriff's OES administrative personnel in the chain of command.

El Dorado County Water District

Amended Exhibit B

Fee Schedule:

Year	Total Annual Cost	Annual County Cost	Annual District Cost
2023-2024	\$350,647	\$205,000*	\$145,647
2024-2025	\$371,685**	\$210,000	\$161,686
2025-2026	\$380,977	\$215,000	\$165,977
2026-2027	\$390,501	\$220,000	\$170,501

*Cost will be paid for the number of months worked in FY2023-2024

**Assumes 6% increase due to new agreement

Item	District Cost	County Costs	
Response Vehicle	\$175,000	Fuel	Maintenance included
Laptop	\$4,000	\$0	IT Support Included
Cell/IPAD	\$3,000	\$0	IT Support Included
Uniforms	\$800	\$0	Annually

EDHFD's Investment into the Sheriff/OES Fire Services Coordinator Position

Year	County Reimbursement to EDHFD	EDHFD Total Compensation Cost-Captain	Amount of EDHFD's Contribution
2025-2026	\$215,000	\$260,000	\$45,000
2026-2027	\$220,000	\$270,400	\$50,400

Item	District Cost	County Costs	
Response Vehicle	\$175,000	Fuel	Maintenance included
Laptop	\$4,000	\$0	IT Support Included
Cell/IPAD	\$3,000	\$0	IT Support Included
Uniforms	\$800	\$0	Annually

**El Dorado County Water District
Exhibit C
California Levine Act Statement**

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

March 21, 2025
Date

El Dorado Hills Fire
Type or write name of company

Mike Lilienthal
Signature of authorized individual
Michael Lilienthal, Fire Chief
Type or write name of authorized individual

EL DORADO HILLS FIRE DEPARTMENT (EDHF)

SERVICE AGREEMENT

with

DAVID CASTILLO

THIS AGREEMENT, made and entered into this 10th day of April, 2025, by and between El Dorado Hills Fire Department, hereinafter referred to as "EDHF," and David Castillo, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the EDHF has determined that it requires the services described herein, and for this purpose desires to contract with CONTRACTOR; and

WHEREAS, CONTRACTOR has represented to the EDHF that CONTRACTOR possesses the necessary skills and qualifications required to perform the services;

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

AGREEMENT

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the services described in Attachment "A" entitled "Description of Project/Scope of Work" attached hereto and incorporated herein by this reference as is set forth in full.

It is understood by EDHF and CONTRACTOR that it may be necessary, in connection with this agreement, for CONTRACTOR to perform or secure the performance of related services other than those set forth in Attachment "A". In such instance, CONTRACTOR shall advise EDHF in advance and in writing, of the need for such additional services, the anticipated cost and the estimated time required to perform services (if appropriate). CONTRACTOR shall not proceed to perform any such additional service until EDHF has determined that such service is beyond the scope of the basic services to be provided by CONTRACTOR, is required, and has given its written authorization to perform or obtain service. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consulting Service Number 1" and so forth, shall be subject to all provisions of this Agreement, and shall be attached to Attachment "A".

- EDHF upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. CONTRACTOR shall, upon receipt of said notice, determine the impact on both time and compensation of such changes in scope and notify EDHF in writing. Upon agreement between

EDHF and CONTRACTOR as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by EDHF and CONTRACTOR shall constitute the CONTRACTOR's notice to proceed with the changed scope.

- 2. PAYMENT FOR SERVICES.** EDHF will be responsible for paying for all work performed as described in Attachment "A". Payment for services will be based off the rates listed in Attachment "A".

CONTRACTOR shall submit invoice(s) to the EDHF for compensation incurred from this agreement monthly. EDHF shall pay to CONTRACTOR from such invoice(s) within thirty (30) days after receipt of the invoice. CONTRACTOR shall maintain complete and accurate accounting records, in a form in accordance with sound accounting practices, to substantiate the invoice hereunder. Such records shall include bills, invoices, and job summaries. CONTRACTOR shall retain such records for three-years from the date of invoice payment under this Agreement. EDHF shall have access to such records for purposes of audit during normal business hours during the Term and during the period in which CONTRACTOR is required to maintain such records as herein provided.

- 3. NOTICE TO PROCEED; PROGRESS; COMPLETION.** EDHF shall provide CONTRACTOR with a notice to proceed as soon as the EDHF desires the work to commence. Such notice may authorize CONTRACTOR to render all the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, EDHF shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONTRACTOR shall diligently proceed with the work authorized and complete it within the agreed time period.

4. TERM/TERMINATION

The term of this Agreement shall commence upon execution of Agreement and shall be valid for a period of one (1) calendar year from the date of Agreement execution, with a one-time, one year extension This Agreement may be terminated earlier by either party with or without cause and for any or no reason upon thirty (30) days written notice to the other party. CONTRACTOR's and EDHF's obligations under paragraph six (6) as stated below shall survive the termination of this Agreement.

5. RELATIONSHIP OF PARTIES

- a. STATUS.** It is the express intention of the Parties that CONTRACTOR is an independent contractor and not an employee, agent, or representative of the EDHF. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee between the EDHF and CONTRACTOR or between the EDHF and any employee or agency of CONTRACTOR. Both Parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes, and as such, EDHF shall not withhold income or employment taxes from the compensation paid to CONTRACTOR under this Agreement.

- b. **OTHER SERVICE RECIPIENTS.** EDHF understands and acknowledges that CONTRACTOR retains the right to perform services for others during the term of this Agreement.
- c. **MATERIALS.** CONTRACTOR shall furnish all equipment that may be required to perform the service under this Agreement with the exception of items specifically listed under Attachment "A".
- d. **NO BENEFITS.** CONTRACTOR shall not have any claim under this Agreement or otherwise against EDHF for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or unemployment benefits, or any other employee benefits.
- e. **ABSENCE OF EDHF CONTROL OVER METHODS.** EDHF shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform the work and functions called for under this Agreement. The sole interest of EDHF is to ensure that the services are performed by the CONTRACTOR pursuant to this Agreement and are performed and rendered in a competent, professional, and satisfactory manner.
- f. **CONTROL AND PAYMENT OF SUBORDINATES.** The services provided under this Agreement shall be performed by CONTRACTOR or under CONTRACTOR's supervision. Any additional personnel assisting in performing services under this Agreement on behalf of CONTRACTOR shall always be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. CONTRACTOR shall be responsible for all reports and obligations with respect to such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers compensation insurance. CONTRACTOR shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EDHF. In no event shall CONTRACTOR subcontract for work in excess of the amounts shown in Attachment "A". Specialized services are those items not ordinarily furnished by a CONTRACTOR performing the particular type of study. All subcontracts shall be subject to the provisions contained in this contract between EDHF and CONTRACTOR.
- g. **INDEMNITY.** In the event that CONTRACTOR's services, as provided under this Agreement, are found by any state or federal agency to be those of an employee rather than an independent contractor, CONTRACTOR shall indemnify EDHF, its officers, officials, employees and agency, and hold them harmless for all damages, costs, and/or taxes imposed upon EDHF pursuant to the Internal Revenue Code or other state or federal taxing laws, including, but not limited to, any penalties and interest which EDHF may be assessed by such state or federal agency for failing to withhold, from the compensation paid to CONTRACTOR under this Agreement, any amount which may have been required to be withheld by law.
- h. **INSURANCE.** Contractor shall maintain throughout the course of this contract professional liability insurance and general liability insurance covering bodily injury and/or property damage in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence. EDHF shall be named as an additional insured

on such policies and Contractor shall provide to EDHF a certificate evidencing such additional insured status prior to undertaking work hereunder.

6. **CONFIDENTIALITY.** EDHF may need to disclose to CONTRACTOR certain confidential information. Except as specifically required by the duties under this Agreement, CONTRACTOR will not at any time or in any manner, either directly or indirectly, use of personal benefit of CONTRACTOR, divulge, disclose, lecture upon, disseminate, publish, or communicate in any manner any Confidential Information without EDHF's prior written consent. CONTRACTOR will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement represents the final agreement of the Parties and supersedes any and all agreements, either oral or written, between the Parties thereto with respect to the rendering of services by CONTRACTOR and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever.
8. **NO ASSIGNMENT.** Neither this Agreement, nor any right, privilege or obligation of CONTRACTOR hereunder shall be assigned or transferred without the prior written consent of the EDHF. Any attempt at assignment or transfer in violation of this provision shall, at the option of the EDHF, be null and void and may be considered a material breach of this Agreement.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. **INDEMNITY.** CONTRACTOR shall indemnify and hold harmless the EDHF, its officers, employees, and agency, and each and every one of them, from and against all actions, damages, cost, liability, claims, losses, judgments, penalties and expense of every type and description, including but not limited to, any attorney's fees, litigation expenses, and costs reasonably incurred by EDHF's staff attorneys or outside attorneys, including those incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any of all of them may be subjected, as a direct or indirect result of any act or omission of CONTRACTOR, its officers, employees, subconsultants, subcontractors or agency in connection with the performance or nonperformance of this Agreement, whether or not such liabilities are litigated, settled or reduced to judgment. CONTRACTOR shall, upon EDHF's request, defend at CONTRACTOR's sole cost any action, claim or suit which asserts or alleges any such liabilities whether well founded or not and whether such action, claim or suit also asserts or alleges negligent or wrongful conduct by EDHF, its officers, employees or agency. If a final decision or judgement allocated liability by determining that any portion of damages awarded is attributable solely to the EDHF's active negligence or willful misconduct, EDHF shall pay the portion of

damages which is allocated to the EDHF's active negligence or willful misconduct. As used herein, the phrase "active negligence or willful misconduct" shall not include any negligent act or omission by EDHF, its officers, employees, or agency occurring in connection with or related to the review, approval, supervision or acceptance of any service or work product performed or provided by CONTRACTOR.

The CONTRACTOR's obligation to defend and indemnify shall not be excused because of the CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable to the claimant. The CONTRACTOR will respond within 30 days to the tender of any claim for defense and indemnity by the EDHF, unless this time has been extended by the EDHF. If the CONTRACTOR fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the CONTRACTOR under and by virtue of the contract as shall reasonably be considered necessary by the EDHF, may be retained by the EDHF until disposition has been made of the claim or suit for damages, or until the CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type to express or implied indemnity against the EDHF and/or its authorized sub-contracting fire districts, its directors, officers, employees, or agents (excluding agents who are design professionals).

- 11. COMPLIANCE WITH LAWS, RULES, REGULATIONS.** All services performed by CONTRACTOR pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State, City or Local statutes, and any rules or regulations promulgated thereunder, as interpreted by the appropriate enforcement agency at the time of performance of this project.
- 12. EFFECT OF WAIVER.** The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 13. JURISDICTION.** Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California and the County of El Dorado. Jurisdiction of litigation arising from this Agreement shall be in that State and County. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.
- 14. NOTICES.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit via email or via postage prepaid, in the United States Postal Service, addressed to the parties as follows:

a. To EDHF:

Michael Lilienthal
Fire Chief
1050 Wilson Blvd.
El Dorado Hills, CA 95762
mlilienthal@edhfire.com

b. To CONTRACTOR:

David Castillo
9523 Tremont CT. Orangevale, CA 95662
castle_eng_group@sbcglobal.net

Nothing hereinabove shall prevent either EDHF or CONTRACTOR from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

EL DORADO HILLS FIRE DEPARTMENT

Signature:



Print Name:

Michael Lilienthal

Date:

4/9/25

DAVID CASTILLO

Signature:



Print Name:

DAVID CASTILLO

Date:

4/10/25

ATTACHMENT A

Scope of Work

Contractor is providing services to aid EDHF in ensuring that construction projects comply with fire and life safety codes, fire & life safety inspections are conducted in accordance with industry standard, and to aid in the professional development of Community Risk/Community Relations (CRCR) personnel. All work, whether listed below or not, will be at the direction of the Support Services Deputy Chief or the Fire Chief.

Services include, but are not limited to, the following;

Fire & Life Safety

- Review residential and commercial building plans
- Review alternative means options for current and planned building
- Evaluate issues and assist with developing a workable solution
- Evaluate alarm standards and building plans to ensure proper compliance
- Identify risks to fire or building code items and help develop solutions
- Evaluate CRCR personnel conducting building inspections
- Participate in meetings with building/property owners and CRCR staff

Education, Training, & Mentoring

- Assess job descriptions/functions to ensure they are aligned with industry standards
- Review employee evaluations, work plans, performance improvement plans to aid in success and to ensure industry standards are adhered to
- Professional development of CRCR staff
- Be a resource for CRCR staff
 - Share expertise by offering to engage in situational assessment
 - Assist staff with any knowledge gaps related to processes, systems, or best practices

Compensation

Under this agreement, compensation will be at a rate of \$200.00/hr. for every hour worked and in accordance with Section 2 **PAYMENT FOR SERVICES**.



El Dorado Hills Fire Department

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

DATE: April 17, 2025
TO: Board of Directors
AGENDA ITEM: XIV-D
SUBJECT: Nexus Study – SCI Consulting Group

TOPIC

Staff requests the Board of Directors approve the agreement with SCI Consulting Group (SCI) to revise our Development Impact Fee Nexus Study for a not to exceed price of \$21,000.

SUMMARY

The Department's current Fire Impact Fee Nexus Study was completed by SCI in 2017. Between 2021-2023, the Department worked on updating this study with DTA Consulting. That process was discontinued.

In July of 2024, NBS Government Finance Group (NBS) was retained by the Department with the goal of starting over with a new Fire Development Impact Fee Study.

Under the current Department Administration, we feel it is in the best interest of the Department to seek a fresh perspective on the Fire Development Impact Fee Study using SCI. SCI has a long history of working in El Dorado County and understands both our Department and our County.

FISCAL IMPACT

The Department budgeted for this expense in the 2024-2025 budget under professional services. This project will likely be spread out over the 24-25 and 25-26 budget years. The total fiscal impact for SCI will not exceed \$21,000.

RECOMMENDATION

Staff requests the Board of Directors approve the agreement with SCI Consulting Group (SCI) to revise our Development Impact Fee Nexus Study for a not to exceed price of \$21,000.

Submitted by:

Michael Lilienthal

Michael Lilienthal
Fire Chief

Attachments: SCI Agreement

Thursday, March 27, 2025

Submitted via Email

mlilienthal@edhfire.com

Michael Lilienthal, Fire Chief
El Dorado Hills Fire Department
1050 Wilson Boulevard
El Dorado Hills, CA 95762

Re: Revised Proposal for Fire Impact Fee Nexus Study Update and Related Consulting Services

Dear Chief Lilienthal:

SCI Consulting Group ("SCI") is pleased to submit this revised proposal for your review to provide a Fire Impact Fee Nexus Study Update ("Nexus Study") for the El Dorado Hills County Water District ("District") Fire Department ("Department"). We understand that the Department desires to update its fire impact fee program. The Nexus Study Update would establish the legal and policy basis for imposing an updated fire impact fee on new residential and nonresidential development within the boundaries of the District. Specifically, the Nexus Study and the updated fee program will comply with the substantive and procedural requirements of the Mitigation Fee Act ("Act"), which are as follows:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("benefit relationship").
4. Determine how there is a reasonable relationship between the need for the facilities and the type of development project on which the fee is imposed ("impact or need relationship").
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("rough proportional relationship").

SCI has been serving California public agencies for 40 years. We firmly believe that our extensive expertise with impact fee programs, the Department and the County of El Dorado, and other fire protection funding mechanisms offer the Department the best opportunity to establish a new fire impact fee program in the timeliest, legally compliant, and defensible manner. Our approach to the Nexus Study would be based on close interaction and coordination with Department staff and other key stakeholders. If selected, SCI would provide comprehensive services in a manner that limits the time and resources of the Department.



The Nexus Study would likely use open-ended facilities standard methodology. Under this widely used method, the Department's ratio of existing fire facilities, vehicles, and equipment to new development establishes a facility standard for determining new development's fair share of the cost to improve and expand the Department's fire system. These costs are then applied to different land use categories in proportion to the need they create for fire services to establish a cost/fee per square foot. This methodology is widely accepted and provides the Department with maximum flexibility in the use of the fee proceeds and the longevity of the fee program. We will also justify a portion of the Department's apparatus/vehicle replacement schedule to be funded by the fire impact fee.

The Nexus Study would also detail the procedural requirements for adoption of the Nexus Study and the proposed fire impact fee program ("fee program") by the County of El Dorado ("County"). Also, the Nexus Study provides the specific requirements for the annual collection, accounting, reporting, and transparency of the fee program.

We look forward to the opportunity to assist the Department with this important project. If you would like to discuss any aspect of our proposal, please get in touch with me. I can be reached at 707-816-9101 or via email at blair.aas@sci-cg.com.

Sincerely,



Blair E. Aas, Vice President
SCI Consulting Group

cc: Jessica Braddock, El Dorado Hills Fire Department
Melanie Lee, SCI Consulting Group

WORK PLAN AND APPROACH

Based on our current understanding of the project, required technical analysis, and the Department's needs, we propose the following scope of work and approach. Our approach to the Nexus Study would be based on close interaction and coordination with Department staff, County staff, and other stakeholders. If selected, SCI would provide comprehensive services that limit the Department's time and resources by following solid project management principles. We will ensure that the project deliverables are of the highest quality, legally defensible, timely, and on budget.

Task 1: Initial Research and Planning

SCI will first coordinate a pre-kick-off meeting to discuss the process of gathering all the available data and capital inventory needed for the project. SCI will review applicable County ordinances, the Department's Fire Facilities Master Plan, Capital Improvement Plan, and other technical studies and plans related to the fire facilities, vehicles, and equipment funding. SCI and the Department will then hold a project kickoff video conference to discuss the Department's goals and objectives, as well as the proposed methodologies and approaches used to determine the fee. We will also discuss the process of gathering all the available data and fire system inventory needed for the project.

SCI understands that the Department will provide an inventory of its fire facilities, apparatus, vehicles, equipment, associated replacement value, and other statistical data. At the project kickoff meeting, SCI and Department staff will develop a detailed timeline, task list, and deliverables for the project.

Task Deliverable(s):

- Information and data request list
- Project kickoff meeting (Virtual)
- Project timeline

Task 2: Impact Analysis and Fee Determination

Utilizing the information gathered in Task 1, SCI will determine the maximum fire impact fees to allow the Department to expand the fire system to maintain its existing level of service. SCI will determine the Department's existing service population and establish a growth projection. The fee cost components will likely include facilities (land, stations, and other buildings), apparatus (engines, ambulances, and other vehicles), and equipment (ancillary and station). Upon completion of the initial cost allocation and fee determination, SCI will meet virtually with Department staff to review the technical analysis, key findings, and recommendations and make any necessary adjustments. SCI and the Department will need to maintain a productive dialogue throughout this process to ensure cost allocation methodologies are technically defensible and comply with the requirements of the Act.

Task Deliverable(s):

- Project meeting (Virtual)
- Preliminary findings

Task 3: Nexus Study Administrative Review Draft

SCI will then prepare a draft Nexus Study Report for administrative review and comment. The Nexus Study will summarize the fee methodology and approach and provide the technical analysis and documentation to support the maximum fire impact fee. The Nexus Study will also provide the required findings to demonstrate compliance with the nexus requirements of the Act and recent [AB 602 requirements](#). (Click on the link for more information.) Furthermore, the Nexus Study will summarize the adoption, accounting, reporting, and transparency requirements of the Act for implementation and annual administration of the updated fee program.

Task Deliverable(s):

- Nexus Study Administrative Review Draft (PDF)
- Project meeting (Virtual)

Task 4: Public Review Draft and Stakeholder Outreach

After a review by Department staff, SCI will revise the administrative draft according to one set of consolidated comments from the Department. SCI will then provide a Public Review Draft of the Nexus Study and present it and the proposed fee program, as necessary, before County staff, the building industry, area developers, and other key stakeholders. A PowerPoint presentation will be prepared for each meeting to succinctly present the fee program and its relation to the Department's plans. SCI can assure the Department that readers will find the Nexus Study easy to read, calculations easy to follow, and assumptions well supported and documented.

Task Deliverable(s):

- Nexus Study Public Review Draft (PDF)
- Project meeting (Virtual)
- Outreach slide decks (PPT)
- Outreach presentations (Virtual)
- Outreach meetings and correspondence (6 hours included)

Task 5: Nexus Study Final Report and District Board Approval

After incorporating input from the various stakeholders, SCI will make any necessary changes based on one set of consolidated comments from the Department and provide a Nexus Study Final Report. SCI will also review and present the Nexus Study and fee program before the District Board and the public for approval. SCI will also make any revisions to the Nexus Study Final Report, if any, requested by the District Board. SCI will also provide the Department with a draft resolution, notice of public hearing, and submittal report for the approval of the fee program.

Task Deliverable(s):

- Nexus Study Final Report (PDF)
- District Board presentation (PPT)
- Draft notice of public hearing (MS Word)
- Draft approval resolution (MS Word)
- Project meeting (Virtual)
- District Board meeting attendance (In-Person)

Task 6: County Board of Supervisors Adoption

Upon approval of the fee program by the District Board, SCI is also available to review and present the Nexus Study and fee program before County staff, the County Counsel, and eventually the County Board of Supervisors and the public for adoption of the fee program.

Task Deliverable(s):

- County Board presentation (PPT) if necessary
- Liaison with and assistance to County staff and County Counsel
- Project meeting (Virtual)
- County Board meeting attendance (In-Person)

COMPLIMENTARY Task 7: On-Going Fee Administration Guidance

At SCI, our work doesn't end with the adoption of the Nexus Study and fee program. After adopting the fee program, SCI will hold a complimentary virtual meeting with responsible Department staff to guide them in the implementation and annual administration of the fee program. SCI is also available for on-going questions regarding the collection, accounting, reporting, transparency, and use of the fee revenue. However, involved questions or tasks requiring more than half an hour of effort at any time may be invoiced at our prevailing hourly billing rate.

Task Deliverable(s):

- Complimentary implementation and fee administration training session (Virtual)
- On-going fee program administration advisory services

In-Person Meetings. The Work Plan anticipates up to two (2) in-person meetings. All other project meetings, stakeholder outreach meetings, and presentations will be conducted remotely via video or conference. However, at the Department's discretion, SCI will attend additional in-person meetings at our prevailing hourly billing rates.

DEPARTMENT RESOURCES

SCI will carry out all tasks specified in the Work Plan and any other related services, as appropriate, for preparation of the Nexus Study. The Department would be responsible for the following:

- Meet or participate in video or voice conference calls periodically with SCI as needed.
- Provide information and documentation regarding the Department's Fire Master Plan, capital improvement plan, service call data, inventory of existing facilities, apparatus, vehicles, and equipment, estimate their associated replacement value, and additional data as requested.
- Information on planned future development in the fee program area.
- Designate a Department point of contact with the Department to act on its behalf regarding the Work Plan.
- Assist with planning, review, and coordination of action items.

PROJECT TIMELINE

We anticipate that the preparation of the Public Review Nexus Study will take approximately two months. The timeline will, in part, depend on the availability of the requested data and information from the Department. The District Board's approval of the fee program could occur at its next meeting or subsequent meeting, depending on its meeting calendar and ability to satisfy the 30-day notice requirement. The County Board of Supervisors could likely adopt the fee program within the next two-three months. As the Act requires, the new fire impact fee may become effective 60 days after adoption. Therefore, the fire impact fee could become effective as early as Winter 2025, assuming the project commences by April 1, 2025. A more detailed timeline, task list, and deliverables will be developed at the project kickoff meeting in Task 1.

OTHER INFORMATION

Employment Policies. SCI Consulting Group ensures compliance with all civil rights laws and other related statutes. SCI does not and shall not discriminate against any employee in the workplace, against any applicant for such employment, or against any other person because of race, religion, sex, color, national origin, handicap, age, or any other arbitrary basis.

Conflict of Interest Statements. SCI has no known past, on-going, or potential conflicts of interest for working with the District, performing the Work Plan, or any other service for this project.

Independent Contractor. SCI shall perform all services included in this proposal as an independent contractor if selected.

Insurance Requirements. SCI carries professional errors and omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate. SCI will provide proof of insurance upon request.

Indemnification. SCI's duty to defend and indemnify shall be limited to claims directly resulting from our negligence, recklessness, or willful misconduct in executing the Work Plan.

Cancellation. The Department or SCI may end the engagement without cause with reasonable written notice. In the event that the engagement is canceled, payment shall still be due for all work performed, including any portion of a task, by SCI through the date of the notification of cancellation.

FEE SCHEDULE / MANNER OF PAYMENT

In consideration of the work accomplished, as outlined in the Work Plan, SCI shall be compensated as detailed below. Our professional fees are based on our understanding of the Department's needs and the level of effort we expect is necessary to complete the Work Plan successfully.

TASK	FIXED FEE
Task 1: Initial Research and Planning	\$2,450
Task 2: Impact Analysis and Fee Determination	\$3,450
Task 3: Nexus Study Administrative Review Draft	\$4,400
Task 4: Public Review Draft and Stakeholder Outreach ³	\$2,950
Task 5: Nexus Study Final Report and Department Board Approval	\$3,950
Task 6: County Board of Supervisors Adoption	\$3,200
Task 7: On-Going Fee Administration Guidance ⁵	No Charge*
SUBTOTAL	\$20,400
Incidental Costs (NTE) ²	\$500
TOTAL PROJECT ^{1,4}	\$20,900

¹ The Work Plan includes up to two (2) in-person meetings. As necessary and at the discretion of the Department, SCI will attend additional in-person meetings at the in-person meeting rate of \$1,250 per consultant per meeting for the duration of the Work Plan. All other project meetings, stakeholder outreach meetings, and presentations will be conducted remotely via video or voice conference. Video and voice conferences are not considered in-person meetings in the Work Plan.

² Customary incidental expenses, including travel, lodging, printing, postage, data, or other out-of-pocket costs, shall be billed at actual cost plus 10% not to exceed \$1,000 without prior authorization from the Department. Mileage expenses shall be billed at the IRS-approved rate.

³ Task 4 includes up to six hours of external stakeholder outreach. Any additional external stakeholder outreach, including challenges, litigation support, or other out-of-scope services, will be billed at the hourly billing rate of \$250.

⁴ After completing each task, SCI shall submit an invoice for the work performed. Payments shall be due and payable upon submitting an invoice for each completed task.

⁵ Involved questions or requested information in Task 7 requiring more than half an hour of effort may be invoiced at our prevailing hourly billing rate.

Note: The fire impact fees justified by the Nexus Study Update will include and recover the costs associated with preparing the Nexus Study Update and related consulting services.

AUTHORIZATION

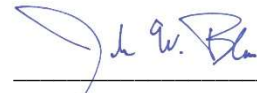
To proceed with the engagement, please sign and return a copy of this proposal indicating your acceptance of the terms outlined herein.

Accepted By:

Michael Lilienthal, Fire Chief
El Dorado Hills Fire Department

Date: _____

Accepted By:



John Bliss, President
SCI Consulting Group

Date: March 27, 2025

**EL DORADO HILLS COUNTY WATER DISTRICT
RESOLUTION 2025-05
AUTHORIZING THE SURPLUS AND DISPOSAL OF CAPITAL ASSETS**

WHEREAS, the El Dorado County Water District owns two (2) Simtables (a digital sand-table used to train fire crews, enabling them to create simulation models for managing wildland fires and provides realistic demonstrations to the community, showcasing effective hazard reduction); and

WHEREAS, the District Capital Asset Policy provides that assets no longer needed in service by the District are to be submitted to the Board of Directors for approval to surplus; and

WHEREAS, the District Capital Asset Policy provides that the Sale and Disposal of Surplus Assets are approved by the Fire Chief or Designee; and

WHEREAS, the District Capital Asset Policy provides that asset sales are made in the form of public sale, auction or donation to a public agency; and

WHEREAS, Staff recommends that the Board of Directors approve the surplus of the one (1) Simtable; and

WHEREAS, Staff further recommends that the Board of Directors approve the sale, public auction, or donation of one (1) Simtable, to be pursued in the specified order;

NOW, THEREFORE, BE IT RESOLVED that the El Dorado Hills County Water District Board of Directors hereby approves the surplus of one (1) Simtable, and authorizes the Fire Chief to proceed with the sale, public auction, or donation of this equipment, pursued in the specified order.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the El Dorado Hills County Water District at a regular meeting held on the 17th day of April, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Jessica Braddock, Secretary

Greg Durante, President



El Dorado Hills Fire Department

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

DATE: April 9, 2025
TO: Board of Directors
AGENDA ITEM: XIV-F
SUBJECT: Personal Watercraft Purchase for Water Rescue/Training

TOPIC

Staff seeks Board authorization to purchase two (2) replacement personal watercrafts.

SUMMARY

The Special Operations Division, under Operations, manages two personal watercraft (PWCs) that were donated approximately 15 years ago. While these PWCs have been invaluable in developing our water rescue program, they have become increasingly unreliable and challenging to maintain. Notably, one recently caught fire during use.

Current Issues with PWCs:

- **Reliability Concerns:** Frequent fuel leaks, inability to start the engine, and structural brittleness due to age and sun damage have made maintenance problematic.
- **Safety Risks:** Recent incidents, like a PWC catching fire, highlight urgent safety concerns.

Importance of PWCs in Rescue Operations:

- **Training and Mobility:** PWCs are essential for training rescue personnel. They serve as mobile teaching platforms for our state-certified fire instructors in the static and dynamic water arenas.
- **Safety and Support:** They provide a crucial safety platform during training and operations, ensuring downstream safety in dynamic water conditions.
- **Response/Patrol:** With the addition of reliable equipment, we will have the opportunity to increase our level of service to Folsom Lake and the South Fork of the American River.

Expanded Resource Needs:

With the forthcoming addition of our new fireboat, increased training demands necessitate reliable equipment. Current PWCs play a key role in training and the operational readiness of our personnel and will continue supporting our other vessels, such as our rib boats and rafts.

Conclusion:

Due to their central role in training and emergency response, replacing the outdated PWCs with reliable models is essential to maintaining safety and effectiveness in our water rescue operations.

Approval of this purchase is requested to enhance the water rescue program and continue to meet the growing demands of our operational needs on water.

Special Note:

At our recent Sub-Jac Committee meeting (joint labor and management group), we voted and approved being reimbursed by our Cal-Jac funds for these two PWCs up to and not exceeding \$30,000. If approved by the Board and after purchasing these two PWCs, we will send a letter to Cal-Jac to be reimbursed \$30,000.

FISCAL IMPACT

Description	Price
Two (2) New Sea-Doo PWC with Dual Trailer	\$30,949.48
Sales Tax and Freight	\$3,523.00
Sub-Total	\$34,472.48
Rebate	-\$2,000.00
Grand Total	\$32,472.48

RECOMMENDATION

Staff recommends the Board approve the purchase of two (2) replacement personal watercrafts with dual trailer, for a total not to exceed \$32,472.48



Michael Lilienthal
Interim Fire Chief

El Dorado Hills Fire Department

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

DATE: April 17, 2025

TO: Board of Directors

AGENDA ITEM: XIV-G

SUBJECT: REQUEST TO WAIVE THE PUBLIC EMPLOYEE PENSION REFORM ACT 180-DAY WAIT PERIOD TO HIRE RETIRED CALPERS ANNUITANT

TOPIC

Request for the Board of Directors to adopt a resolution waiving the Public Employee Pension Reform Act's 180-day wait period to hire a retired annuitant.

SUMMARY

Staff seeks Board approval to adopt the resolution waiving the Public Employee Pension Reform Act's 180-day waiting period to hire retired annuitant, Michael Mackenzie, to perform critical duties requiring specialized skills for the Operations Division.

DISCUSSION

AB 340, the Public Employee Pension Reform Act of 2013 also known as PEPR, was signed into law on September 12, 2012, and went into effect on January 1, 2013. PEPR created Government Code Section 7522.56 which requires public agency retirees to wait 180 days after retirement before returning to work for a public agency. This waiting period can be waived should the Board of Directors determine the appointment is necessary and critical to fill. In accordance CalPERS requirements, this request must be approved by resolution by the Board of Directors in a public meeting and cannot be placed on the consent calendar. Therefore, this request is before the Board for approval.

Captain/Paramedic Michael Mackenzie retired from employment with the department on February 28, 2025. Captain/Paramedic Mackenzie performed critical functions regarding the District's Radio & Communications Program. By allowing Michael Mackenzie to return on a limited basis to perform duties, related to the District's Radio & Communications, it would ensure the department could complete all required work as well as allow him to train staff to take over such duties.

FISCAL IMPACT

The cost for FY 2025/2026 is estimated to be between \$10,000 - \$22,000, depending on the number of hours Michael Mackenzie works, which is estimated to be between 20-40 hours weekly.

RECOMMENDATION

Adopt a resolution waiving the Public Employee Pension Reform Act 180 day waiting period to hire retired annuitant, Michael Mackenzie, to perform critical duties requiring specialized skills regarding the District's Radio & Communications Program on a limited basis.

Submitted by:

Cora Hall

Cora Hall
Director of Human Resources

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2025-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT FOR 180-DAY WAIT PERIOD EXCEPTION

WHEREAS, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the El Dorado Hills County Water District must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Michael Mackenzie, 8838, retired from the El Dorado Hills County Water District in the position of Captain/Paramedic, effective February 28, 2025; and

WHEREAS, Government Code section 7522.56 requires that the post-retirement employment commence no earlier than 180 days after the retirement date, which is August 28, 2025, without this certification resolution; and

WHEREAS, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board of Directors, the El Dorado Hills County Water District, and Michael Mackenzie certify that Michael Mackenzie has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Board of Directors hereby appoints Michael Mackenzie as an extra help retired annuitant to perform the duties of a Captain/Paramedic relating to the District's Radio & Communications Program for the El Dorado Hills County Water District under Government Code section 21224, effective April 28, 2025; and

WHEREAS, the entire employment agreement, contract or appointment document between Michael Mackenzie and the El Dorado Hills County Water District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$50.15 hourly and the minimum base salary for this position is \$41.27 hourly; and

WHEREAS, the hourly rate paid to Michael Mackenzie will be \$50.15; and

WHEREAS, Michael Mackenzie has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the El Dorado Hills County Water District, hereby certifies the nature of the appointment of Michael Mackenzie as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Captain/Paramedic for the El Dorado Hills County Water District by April 28, 2025 to perform critically needed and specialized duties related to the District's Radio & Communications Program.

The foregoing resolution was 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 17th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Jessica Braddock, Board Secretary

Greg Durante, President

**AGREEMENT FOR TEMPORARY
LIMITED-TERM "EXTRA-HELP" EMPLOYMENT**

THIS Agreement for temporary, limited term "extra help" employment by the El Dorado Hills County Water District ("District") and Michael Mackenzie. ("Employee") (collectively the "Parties"). It is effective on the latest date of signature below.

WHEREAS, the District has a critical need for an employee to provide needed specialized skills related to the District's Radio & Communications Program; and

WHEREAS, Employee possesses the necessary specialized skills, and is competent and qualified to perform the services required by this Agreement; and

WHEREAS, The Board of Directors of the District has waived the Public Employee Pension Reform Act 180-day waiting period to hire retired annuitant, Michael Mackenzie, per Board Resolution 2025-06 at the Boards regularly scheduled meeting on April 17, 2025; and

WHEREAS, this Agreement is in accordance with California Government Code Section 21224.

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), Annuitant must certify in writing to the Department upon accepting an offer of employment that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment.

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

1. Scope of Services: Pursuant to this Agreement, Employee shall temporarily perform critically needed specialized duties related to the District's Radio & Communications Program, including portable radio updates, management of current radio grant, research on replacing an aging station alerting system, assisting with radio installations for all department apparatus, train current staff to manage the Radio & Communications Program, and other related programs and projects for the Department. Employee shall perform said duties under the direct supervision of the Deputy Chief of Operations. Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee further represents that Employee will maintain, at Employee's expense and on Employee's own time, all required licenses and certification as a condition of this part-time employment.

2. Time of Performance: The services of Employee shall commence on April 28, 2025, and shall continue until June 30, 2025, unless terminated sooner by either Party.

3. Compensation: Employee shall be compensated as follows:

- a) Hourly Rate of Pay: Employee shall be paid at the rate of \$50.15 per hour for work performed through June 30 2025, (the "Hourly Rate"). The District has determined that this hourly rate is neither less than the minimum, nor more than the maximum, hourly rate paid to other employees performing comparable duties. Payments will be made on regularly scheduled District payroll dates. Employee will be responsible for keeping track of Employee's hours worked on a daily time sheet form, provided by the District and submitted to the Fire Chief or designee for approval and payroll purposes. Employee understands and agrees that Employee is not, and will not be, eligible to receive any compensation other than this specified hourly rate of pay.
- b) Hours per Week: This employment is for part-time work and, generally, will not exceed 40 hours per week. The District will assign Employee specific hours to work, and **under no circumstances may Employee work in excess of 40 hours per week without the express prior permission of the Fire Chief.**
- c) Payment for Work Done in Excess of 40 Hours Per Week: The temporary position under this Agreement is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay for any time worked in excess of 40 hours per week.
- d) Work less than 960 hours per year: Employee shall be limited to working a maximum of **960** hours during the term of this contract. Employee will be assigned approximately 20-40 hours per week, although this may change with operational needs. The District retains the right to reduce, change, or amend the number of hours worked consistent with the District's workload and other needs. If Employee's annual hours are approaching 960, then the District retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement.

4. Employment Status as Fixed-Term/"Extra-Help" Employee: It is understood that Employee has specialized skills needed in performing work of limited duration. In the performance of the work and services agreed to be performed, Employee is not filling a vacant, regular position with the District, but rather

Employee shall act as and be a temporary, fixed-term/ "Extra-Help" employee to address a special need and circumstance.

- a) Benefits: Employee understands and agrees that Employee is not, and will not be, eligible to receive any benefits from the District related to the Fixed-Term/"Extra-Help" employment contemplated herein; including any District group plan for hospital, surgical, or medical insurance, any District retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the District, except for Worker's Compensation Insurance coverage.
- b) No Membership in Bargaining Unit: Employee understands that Employee is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.
- c) No Property Right in Employment: Employee understands and agrees that the terms of this employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that Employee acquires no property interest in this employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that Employee can be terminated at any time for any reason or for no reason), and that Employee is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
- d) Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a limited duration to a position **not to exceed 960 hours in any fiscal year for all such employers**; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. **In the event Employee is providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must immediately notify the District of such other CalPERS agency employment and disclose on a periodic basis the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.** Employee expressly agrees that Employee shall be solely responsible for any costs or liabilities of either party resulting from Employee's failure to disclose such other CalPERS agency employment and shall indemnify and hold District harmless from any such costs and liabilities.

5. Termination: Either Party may terminate this Agreement without cause upon written notice.

6. Ownership of Work: All documents furnished to Employee by the District and all reports and supportive data prepared by Employee under this Agreement are District property and shall be given to District at the completion of Employee's services.

7. Notices: Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the Parties as follows:

<u>DISTRICT</u>	<u>EMPLOYEE</u>
Fire Chief, Michael Lilienthal 1050 Wilson Blvd. El Dorado Hills, CA. 95762	Michael Mackenzie

8. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by Employee to any third party.

9. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in El Dorado County.

10. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. Conflict of Interest: Employee agrees that during the term of this Agreement, Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the District outside the terms of this Agreement must be approved in advance in writing by the Fire Chief. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by this Agreement.

12. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. Employee shall be entitled to no other compensation or


benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the District is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein and no others.

13. Support Services and Equipment: Employee shall be provided work space and the necessary tools and equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the Deputy Chief of Operations, at no cost to Employee.

14. Reimbursement for Expenses: Employee shall be reimbursed by District in accordance with standard District policy for all properly pre-authorized and necessary travel or other expenditures undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement in the manner and forms required by the District. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred in performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.


**EL DORADO COUNTY WATER
DISTRICT:**

By: 
Michael Lilienthal
Fire Chief

EMPLOYEE

By: 
Michael Mackenzie

ATTEST:


District Secretary

APPROVED AS TO FORM:


Director of Human Resources



Superior Home Services

CSLB #1076309

Proposal

Customer: El Dorado Hills Fire Department – Dustin Hall

Site Address: 3670 Bass Lake Rd.

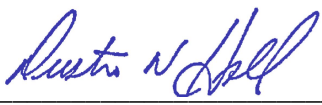
El Dorado Hills, CA 95762

Date: 1/17/2025

Description of Work: Provide Labor and material to isolate windows and exterior doors and perform water spray test to determine if windows are allowing water to enter the building

Proposal Includes: Prepping as needed to isolate the windows and exterior doors, including masking/isolating the windows from the block CMU frame walls and using spray rack to individually test each window and door.

Total Proposal for Labor & Materials: \$4700.00

Accepted by: 

Date: January 21, 2025

Ph. (530) 677-7799

MILE MARJANOVICH JR
P O Box 4617, El Dorado Hills, CA, 95762

Contractors Lic. #801043

S O L D T O	NAME	EL DORADO F.D.		L O C A T I O N	NAME	STATION 86	
	ADDRESS	1050 WILSON BLVD			ADDRESS	3670 BASS LAKE RD	
	CITY	EDH	ZIP		CITY	EL DORADO HILLS	
	PHONE (RES)		WORK		PHONE (RES)		WORK

DATE OF SALE	INSTALLATION DATE	DELIVERY DATE	SALESMAN	AMOUNT
3-7-25	TBD			
FURNISH AND INSTALL PENTZ / UPLINK 26 / color ASH				
IN ALL DESIGNATED CARPET AREAS IN FIREHOUSE.				
GLUE DOWN APPLICATION, NO PAD.				8990 00
NO CARPET TO PULL-UP				
PREP CONCRETE FLOORS.				
FURNISH AND INSTALL 4" x 4 FOOT RUBER COVEBASE / BLACK				
ON ALL WALLS IN NEW CARPET AREAS				
NO FURNITURE TO MOVE				
FURNISH AND INSTALL TRANSITION MOULDING WHERE				
NECESSARY				
PRICE INCLUDES MATERIALS, LABOR, SHIPPING AND				
ANY TAXES				
TERMS: DEPOSIT OF \$899.00 ON SIGNATURE				
BALANCE UPON COMPLETION \$8091.00				
CALIFORNIA CARPET FEE OF \$278.46 INCLUDED				

BUYER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. *Marjanovich*, heretofore known as Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Seller assumes no responsibility for cutting doors, underlayment not installed by Seller or conditions arising from moisture or alkaline on or under concrete slab or raised wood foundations. Seller is not responsible for manufacturer or shipper delays. Buyer shall furnish cleaned floors, heat and electricity. Unless otherwise noted; all areas where new flooring is to be installed will be clear of all furniture, appliances, small appliances and electronics, plants, etc...prior to Seller's arrival on specified installation date. If work cannot be performed in a usual manner caused by Buyer or Buyer's sub-contractor(s), there will be a reasonable service charge. This document embodies the entire agreement of the parties, and any and all verbal representations or agreements are merged herein, and no oral agreements heretofore or hereafter made relating hereto shall have any force or affect whatsoever. The total amount of the contract is due and payable upon installation unless otherwise stated in this agreement. In the event of default in payment or other breach by buyer, Seller may refer this agreement for enforcement or collection to an Attorney or licensed agency. In such event or in the event of any suit to collect the contract price or any part thereof, or in the event of any court proceedings against Seller, Buyer agrees to pay reasonable Attorney's fees and court costs of Seller. A SERVICE CHARGE of 1 1/2% per month or each fraction thereof, which is an ANNUAL PERCENTAGE RATE of 18% is charged on all past due accounts.

TOTAL	8990	00
DEPOSIT	899	00
BALANCE	8091	00
ADD ON		
BALANCE DUE		

A "RESTOCKING CHARGE" EQUAL TO 25% OF THIS CONTRACT WILL BE DUE AND PAYABLE ON ANY CANCELLATION.
UNFORSEEN STRUCTURAL PROBLEMS UPON INSTALLATION MAY CHANGE THE AMOUNT DUE ON THIS INVOICE.
MAKE CHECKS PAYABLE TO "Mile Marjanovich". UNLESS OTHERWISE NOTED, PAYMENT IN FULL IS TO BE MADE ON COMPLETION OF INSTALLATION. THERE WILL BE NO ADDITIONAL BILLING.

CALIFORNIA NOTICE TO BUYER PRINTED ON REVERSE SIDE.
I/WE THE BUYER(S) ACCEPT THE ABOVE AND BACK PRINTED TERMS AND CONDITIONS.

SIGNATURE: *[Signature]*

DATE: April 2, 2025

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826."

"STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING—IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

"LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

"YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION."

Proposal from Elemental Builders, INC

March 3, 2025

Address	5170 Golden Foothill Pkwy, El Dorado Hills, CA 95762	
Office	Office: 800.442-3686 Direct: 916.220.7944	
Contact	Monte Burtz	
email	monte@elementalbuilders.com	
Website	www.elementalbuilders.com	
CA License #	925455	


Client Information

Name	El Dorado FD C/O Chief Dustin Hall	Project	Put Back
Job Site	3670 Bass Lake Rd. El Dorado Hills, CA 95762	Project Description	
Contact #	916.817.9436	Provide labor and materials to address water intrusion, window installation, kitchen put back, T-Bar, drywall, paint and clean.	
Email	dhall@edhfire.com		
Start Date			
Est. Completion Date			

Area / Item	Description	Cost Estimate
01 - Plans & Permits	Provide permits. *Estimated cost only. To be actual cost of permits plus \$500.	\$ 4,550.00
03 - Demo	Remove remaining kitchen counters and any other necessary components for put back.	\$ 650.00
04 - Trash	Remove generated trash on site with (1) trash bins.	\$ 1,875.00
09 - Windows	Provide labor and materials to remove and install (10) new windows. Prior to install contractor to properly prepare openings. This would include leveling, waterproofing, and addressing exterior façade with topical waterproofing Drylok. (4) 2020 casements to remain in Captain's office. Review repair process.	\$ 29,008.00
09 - Windows	Window allowance to be \$. *Estimated cost only. To be actual cost of windows.	\$ 64,025.00
10 - Plumbing	Supply labor and materials to replumb kitchen sink and appliances after cabinet and counter installation.	\$ 840.00
10 - Plumbing	Plumbing fixture allowance to be \$ *Estimated cost only. To be actual cost of fixtures.	\$ 1,250.00
12 - Electrical & Light	Provide labor and materials to reinstall wall switch and outlet trims after paint complete. Complete appliance and kitchen trims after installation of cabinets and appliances	\$ 2,240.00
14 - Insulation	Provide labor and materials for new ceiling tiles and insulate T-Bar ceiling Insulate wall areas where removed for repair process.	\$ 41,280.00
15 - Drywall	Retexture drywall with imperfect smooth drywall where wallpaper removed. Replace drywall and apply finish through completion to match as close as possible to existing.	\$ 23,205.00

Proposal from Elemental Builders, INC

March 3, 2025

Address Office Contact email Website CA License #	5170 Golden Foothill Pkwy, El Dorado Hills, CA 95762 Office: 800.442-3686 Direct: 916.220.7944 Monte Burtz monte@elementalbuilders.com www.elementalbuilders.com 925455	
16 - Paint	Paint interior throughout (1) coat PVA primer along with 2 coats eggshell walls and ceilings, 1 coat doors.	\$ 22,540.00
17 - Cabinets	Provide labor and materials for approximately 45 linear feet of paint grade cabinets.	\$ 22,500.00
17 - Cabinets	Cabinet hardware allowance to be \$. *Estimated cost only. To be actual cost of hardware.	\$ 400.00
20 - Countertops	Provide labor and materials for hard surface fabrication approx. 70 s.f. Price based on quartz, granite, or marble fabrication, if solid surface material porcelain price to be determined.	\$ 6,562.50
20 - Countertops	Countertop material allowance to be \$. *Estimated cost only. To be actual cost of countertop material. slabs.	\$ 3,000.00
22 - Appliances	Provide labor and materials to install appliances.	\$ 750.00
27 - Masonry	Pressure wash and mortar fill cracks and voids of exterior veneer and block throughout. This will be done prior to the application of topical waterproofing product.	\$ 4,600.00
25 - Clean Up	Clean job site throughout construction and upon completion.	\$ 1,950.00
33 - Equipment Rental	Rental equipment lift.	\$ 1,250.00
Supervision	Supervision of project	\$ 10,600.00
31 - Builder's Fee	Certified payroll, profit and overhead.	\$ 25,967.50
GRAND TOTAL		\$ 269,043.00
TOTAL ALLOWANCES FOR FINISHES		
TOTAL MATERIALS AND LABOR		
We hereby propose to furnish materials and labor to complete work listed above		
Exclusions	Plans and repairs not identified above. This proposal is good for 30 days.	

March 3, 2025

3760 Bass Lake Rd EDH Fire

DH Initials: