

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
EIGHT HUNDRED SIXTIETH MEETING
Thursday, February 16, 2023
5:30 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: due to the concerns about the COVID-19 virus, 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.*

Thank you for your understanding during these challenging times.

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 Items
 - A. Closed Session pursuant to Government Code Section 54956.8, Real Property Negotiations; upcoming expiration/potential extension/alternatives to current lease of Career Development Center; 4697 Golden Foothill Pkwy, El Dorado Hills, CA 95762 (APN: 117-100-009-000); District Negotiator: Bob Kuhl (KW Commercial) and Chief Johnson; Property owner's Representative: Cole Sweatt (Tri Commercial)
 - B. Closed Session pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Finance Committee, Directors Giraud and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Discuss Local 3604's written request to meet and confer
 - C. 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
- III. Pledge of Allegiance
- IV. Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)

- A. Approve Minutes of the 859th Board meeting held January 19, 2023
 - B. Approve Financial Statements and Check Register for January 2023
End Consent Calendar
- V. Presentation
- A. Presentation by former volunteer Lieutenant, Bob Grant.
- VI. Oral Communications
- A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- VII. Correspondence
- VIII. Attorney Items
- IX. Committee Reports
- B. Administrative Committee (Directors Bennett and Durante)
 - C. Finance Committee (Directors Giraudo and White)
 - D. Joint Powers Authority (Directors Giraudo and White)
 - E. Communications (Ad-Hoc) (Directors Durante and Hartley)
 - F. CRR Services (Ad-Hoc) (Directors Hartley and White)
 - G. Ambulance Deployment (Ad Hoc) (Directors Giraudo and White)
- X. Fire Chief's Report
- XI. Operations Report
- A. Operations Report (Receive and File)
- XII. Community Risk Reduction Report
- A. CRRD Report
- XIII. Fiscal Items
- XIV. New Business
- A. Approve Board member registration and travel to 2023 training conferences
 - B. LAFCO Special District Nomination
 - C. Review and approve Resolution 2023-01 of appreciation for retired El Dorado County CAO Don Ashton
- XV. Old Business
- A. Training Facility Update
 - B. EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)
 - C. Review and approve updated Master Services Agreement with PBK-WLC Architects
- XVI. Oral Communications
- A. Directors
 - B. Staff
- XVII. 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

EIGHT HUNDRED FIFTY NINTH MEETING OF THE BOARD OF DIRECTORS

Thursday, January 19, 2023, 5:30 p.m.

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

I. CALL TO ORDER

President Giraudo called the meeting to order at 5:30 p.m. Directors in attendance: Bennett, Giraudo, and Hartley, and White. Director Durante was absent. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance via teleconference.

II. CLOSED SESSION

- A. Closed Session pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief**
- B. Closed Session pursuant to Government Code Section 54956.8, Real Property Negotiations; upcoming expiration/potential extension/alternatives to current lease of Career Development Center; 4697 Golden Foothill Pkwy, El Dorado Hills, CA 95762 (APN: 117-100-009-000); District Negotiator: Bob Kuhl (KW Commercial) and Chief Johnson; Property owner's Representative: Cole Sweatt (Tri Commercial)**
- C. Closed Session pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Finance Committee, Directors Giraudo and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Discuss Local 3604's written request to meet and confer**

The Board adjourned to closed session at 5:30 p.m.

The meeting reconvened at 6:09 p.m. Director Giraudo reported that the Board completed the Fire Chief evaluation and increased his salary to \$20,924.40 per month. He also noted that the Board appointed Chief Johnson as the lead negotiator for the Local 3604 MOU negotiations.

III. PLEDGE OF ALLEGIANCE

IV. CONSENT CALENDAR

- A. Approve Minutes of the 858th Board meeting held December 15, 2022**
- B. Approve Financial Statements and Check Register for December 2022**

Director White made a motion to approve the Consent Calendar, seconded by Director Hartley and unanimously carried.

V. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters** – Chief Brady updated the Board on the new Professional Firefighters Board members, stating that Brian Wilkey and Dale

Hemstalk remain president and vice-president; Clint Vogan is serving as secretary; Kyle Nielsen as treasurer; and Dave Brady as Sergeant at Arms.

B. EDH Firefighters Association – None

C. Public Comment – None

VI. CORRESPONDENCE – None

VII. ATTORNEY ITEMS – None

VIII. COMMITTEE REPORTS

A. Administrative Committee (Directors Durante and Bennett) – No report.

B. Finance Committee (Directors White and Giraudo) – No report.

C. Joint Powers Authority (Directors Giraudo and White) – Chief Johnson reported that Brian Veerkamp served his term as Executive Director and Cristy Jorgensen was appointed in his place. He also stated that the JPA is discussing out of service medic units and how to get them back online as soon as possible.

Director Giraudo thanked Chief Johnson for his three years serving as JPA Board President.

D. Communications (Ad-Hoc) (Directors Hartley and Durante) – No report.

E. CRR Services (Ad-Hoc) (Directors Hartley and White) – No report.

F. Ambulance Deployment (Ad-Hoc) (Directors Giraudo and White) – No report.

IX. FIRE CHIEF'S REPORT - Chief Johnson reported the following to the Board:

- Staff attended the first CalFire Fire Hazard Severity meeting and stated that many areas in our District have moved to the high or very high categories.
- Chief Lilienthal is monitoring the cell tower upgrades and gaining an understanding of the impacts risks can be mitigated where possible.
- Staff met with some developers regarding property set-back requirements to clarify the Department's position on why those requirements are there.
- Chief Lilienthal was very involved in the emergency flood response task force and OES worked with the County to fund additional resources.
- Chief Johnson attend Sheriff Leikauf's swearing in ceremony and looks forward to a good working relationship between the departments.
- Staff met with town center representatives and will continue to do so on a quarterly basis.
- He attended the CSD Board meeting where one of the topics was cityhood, and there will be a 2 X 2 meeting scheduled to discuss further.
- He has several potential partnerships he is exploring for use of the training facility and will update the Board when he has more information.
- Fire Equipment Mechanic, David Dixon is off probation and 3 new firefighters will be starting on Tuesday, 1/24/23.

X. OPERATIONS REPORT

- A. **Operations Report** (Receive and File) – Chief Hall reiterated how well Staff responded to the unexpected storm that came through in late December/early January.

XI. COMMUNITY RISK REDUCTION REPORT

- A. **CRRD Report** – Received and filed.

XII. FISCAL ITEMS

- A. **Review 2021/2022 Annual Comprehensive Financial Report** – Director of Finance Braddock presented the first Annual Comprehensive Financial Report.

XIII. NEW BUSINESS

- A. **Reorganization of Committees for 2023** – Director Giraud reported that the only committee change will be Director Hartley replacing Director Durante on the CSD 2 x 2 committee.
- B. **Review and approve Request for Proposal for Station 86 Exterior Fencing** – Chief Lilienthal presented the proposed RFP for the Station 86 fencing project and requested approval to release it.

Director Hartley made a motion to approve the Request for Proposal for Station 86 Exterior Fencing, seconded by Director White and unanimously carried.

- C. **Review and approve updated Public Salary Schedule Effective 12/27/22** – Director of Finance Braddock presented the updated public salary schedule stating the only change is the Fire Chief salary.

Director White made a motion to approve the updated Public Salary Schedule Effective 12/27/22, seconded by Director Hartley and unanimously carried.

- D. **Review and approve strike team reimbursement to Fire Chief Maurice Johnson** – Director of Finance Braddock presented the request to reimburse Chief Johnson for his time spent on the OES preposition incident.

Director Bennett made a motion to approve strike team reimbursement to Fire Chief Maurice Johnson, seconded by Director Hartley and unanimously carried.

- E. **Scott SCBA Demonstration** – Chief Hall demonstrated the recently purchased SCBAs and highlighted the benefits they will bring to the District.

XIV. OLD BUSINESS

- A. **Training Facility Update** – Chief Hall reported that the training center project is approximately 73% complete and is still on budget and on time.
- B. **EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)** – No report.

XV. ORAL COMMUNICATIONS

- A. **Directors** – Director Hartley passed along a thank you message from his neighbor who received medical treatment from the station 84 crew. Director Giraudo thanked the crews for all the hard work through the storms, Covid-19, and ambulance shortages.
- B. **Staff** – Chief Johnson thanked the crews for always being ready for unexpected events.
- C. **Schedule upcoming committee meetings** – None

XVI. ADJOURNMENT

The meeting adjourned at 6:54 p.m.

Approved:

John Giraudo, 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 inquiries@edhfire.com.

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending January 31, 2023



	Final Budget FY22/23	Actual January 2023	Actual YTD January 31, 2023	Variance YTD Actual to Full Year Budget	(Target 58%) YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	22,548,795	364,424	12,007,954	(10,540,841)		
3270 · Unsecured Tax Revenue	432,189	1,129	421,128	(11,061)		
3280 · Homeowners Tax Revenue	153,640	55,037	78,624	(75,016)		
3320 · Supplemental Tax Revenue	600,000	113,138	504,900	(95,100)		Property tax revenue on target to budget
3330 · Sacramento County Revenue	31,000	27,793	28,047	(2,953)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	35,000	750	20,088	(14,912)		
3335.3 · Latrobe Base Transfer	91,000	-	-	(91,000)		
3340 · Property Tax Administration Fee	(417,651)	-	-	417,651		
Total 3240 · Tax Revenue	23,473,973	562,271	13,060,741	(10,413,232)	56%	
3500 · Misc. Operating Revenue						
3506 · CRRD Cost Recovery Fees	610,000	44,672	399,623	(210,377)	66%	
3507 · Hosted Training Revenue	95,000	27,103	190,672	95,672	201%	Hosted training course offerings/registrations higher than budget
3508 · Mechanic Cost Recovery Fees	10,000	-	4,796	(5,204)	48%	
3512 · JPA Revenue	1,150,000	-	-	(1,150,000)	0%	Timing of collection; pending new contract implementation
3513 · Rental Income (Cell site)	54,180	4,515	31,605	(22,575)	58%	
3514.1 · Operating Grants Revenue	113,635	-	-	(113,635)	0%	Timing of grant proceeds
3514.2 · Capital Grants Revenue	31,170	-	-	(31,170)	0%	Timing of grant proceeds
3515 · OES/Mutual Aid Reimbursement	1,000,000	-	667,560	(332,440)	67%	Timing/severity of fire season
3520 · Interest Earned	130,000	5,521	47,530	(82,470)	37%	Timing of interest collections
3500 · Misc. Operating Revenue - Other	90,000	7,299	129,890	39,890	144%	Workers' Compensation Dividends received in Jul-22; higher workers' compensation reimbursements than assumed in budget
Total 3500 · Misc. Operating Revenue	3,283,985	89,110	1,471,676	(1,812,309)	45%	
Total Operating Revenue	\$ 26,757,958	\$ 651,380	\$ 14,532,417	\$ (12,225,541)	54%	
3550 · Development Fee						
3560 · Development Fee Revenue	1,400,000	86,617	536,697	(863,303)	38%	Development fee collections trending lower than budget
3561 · Development Fee Interest	-	6,642	49,144	49,144	100%	
Total 3550 · Development Fee	1,400,000	93,259	585,841	(814,159)	42%	
3568 · Proceeds from Insurance	-	-	-	-	0%	
3570 · Proceeds from Sale of Assets	-	-	-	-	0%	
Total Revenue	\$ 28,157,958	\$ 744,639	\$ 15,118,259	\$ (13,039,699)	54%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending January 31, 2023



	Final Budget FY22/23	Actual January 2023	Actual YTD January 31, 2023	Variance YTD Actual to Full Year Budget	(Target 58%) YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	7,833,151	588,421	4,493,579	3,339,572	57%	
6011 · Education/Longevity Pay	487,850	37,969	283,641	204,209	58%	
6015 · Salaries & Wages, CRRD	835,897	57,426	470,254	365,643	56%	
6016 · Salaries & Wages, Administration	802,113	52,239	389,257	412,855	49%	
6019 · Overtime						
6019.1 · Overtime, Operational	2,070,399	201,672	1,278,703	791,696	62%	
6019.2 · Overtime, Outside Aid	826,446	-	470,680	355,766	57%	
Total 6019 · Overtime	2,896,845	201,672	1,749,383	1,147,463	60%	
6020 · P.E.R.S. Retirement	3,619,325	258,618	2,871,097	748,229	79%	Annual required lump sum payments made in Jul-22
6030 · Workers Compensation	754,353	52,203	375,446	378,906	50%	Premium increase effective Jan-23
6031 · Life Insurance	7,118	460	3,692	3,426	52%	
6032 · P.E.R.S. Health Benefits	1,951,037	158,854	1,242,613	708,424	64%	Paid Feb premium in Jan
6033 · Disability Insurance	22,066	3,540	14,248	7,818	65%	
6034 · Health Cost of Retirees	1,187,065	76,566	877,183	309,882	74%	CERBT Lump Sum Payment made in Sep-22; paid Feb premium in Jan
6040 · Dental/Vision Expense	254,520	12,655	138,687	115,833	54%	
6050 · Unemployment Insurance	15,120	11,043	12,184	2,936	81%	
6070 · Medicare	183,615	14,292	111,039	72,576	60%	
Total 6000 · Salaries & Wages	20,850,075	1,525,956	13,032,303	7,817,772	63%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	54,867	25,077	50,892	3,975	93%	Uniform allowance paid in Jul-22 and Jan-23
6102 · Other Clothing & Personal Supplies	61,970	4,643	31,171	30,799	50%	
Total 6100 · Clothing & Personal Supplies	116,837	29,720	82,063	34,774	70%	
6110 · Network/Communications						
6111 · Telecommunications	51,720	5,165	31,632	20,087	61%	
6112 · Dispatch Services	70,000	-	-	70,000	0%	Timing of Q1-Q2 22/23 dispatch invoices
6113 · Network/Connectivity	90,883	4,729	35,355	55,528	39%	
Total 6110 · Communications	212,603	9,893	66,987	145,616	32%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending January 31, 2023



	Final Budget FY22/23	Actual January 2023	Actual YTD January 31, 2023	Variance YTD Actual to Full Year Budget	(Target 58%) YTD Actual % of Full Year Budget	Notes/Comments
6120 · Housekeeping	67,204	3,943	39,697	27,507	59%	
6130 · Insurance						
6131 · General Insurance	120,000	-	97,725	22,275	81%	2022-23 premium through Apr-23 paid in Dec-22
Total 6130 · Insurance	120,000	-	97,725	22,275	81%	
6140 · Maintenance of Equipment						
6141 · Tires	25,000	6,201	23,956	1,044	96%	
6142 · Parts & Supplies	55,000	10,317	43,527	11,473	79%	
6143 · Outside Work	70,000	3,487	14,274	55,726	20%	
6144 · Equipment Maintenance	45,020	6	6,006	39,014	13%	
6145 · Radio Maintenance	22,950	4,400	11,215	11,735	49%	
Total 6140 · Maintenance of Equipment	217,970	24,411	98,977	118,993	45%	Timing of maintenance
6150 · Facilities Maintenance	397,308	14,209	97,895	299,413	25%	Timing of facilities projects
6160 · Medical Supplies						
6161 · Medical Supplies	50,000	6,352	27,170	22,831	54%	
Total 6160 · Medical Supplies	50,000	6,352	27,170	22,831	54%	Subscriptions paid for Business Park Homeowners, LCW ERC Membership, Cal Fire Chiefs Annual Membership, FDAC Annual Membership
6170 · Dues and Subscriptions	17,319	571	14,297	3,022	83%	
6180 · Miscellaneous						
6017 · Intern/Volunteer Stipends	4,500	130	975	3,525	22%	
6018 · Director Pay	16,000	900	6,100	9,900	38%	
6181 · Miscellaneous	13,000	2,138	10,274	2,726	79%	
6182 · Honor Guard	4,000	-	145	3,855	4%	
6183 · Explorer Program	2,500	812	4,818	(2,318)	193%	
6184 · Pipes and Drums	-	-	-	-	0%	
Total 6180 · Miscellaneous	40,000	3,980	22,312	17,688	56%	
6190 · Office Supplies	37,106	3,318	22,033	15,073	59%	
6200 · Professional Services						
6201 · Audit	15,900	-	10,720	5,180	67%	Financial statement audit completion Dec-22; ACFR review Jan-23
6202.1 · Legal Fees	142,000	5,289	80,303	61,697	57%	
6202.2 · Human Resources	96,550	8,769	51,869	44,681	54%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending January 31, 2023



	Final Budget FY22/23	Actual January 2023	Actual YTD January 31, 2023	Variance YTD Actual to Full Year Budget	(Target 58%) YTD Actual % of Full Year Budget	Notes/Comments
6203 · Notices	700	-	387	313	55%	
6204 · Other Professional Services	176,464	12,321	67,575	108,889	38%	Timing of budgeted consulting projects
6205 · Elections/Tax Administration	-	-	-	-	0%	
6206 · Public Relations	18,850	3,799	11,117	7,734	59%	
Total 6200 · Professional Services	450,464	30,178	221,970	228,493	49%	
6210 · Information Technology						
						Paid annual license fees for Telestaff, Learning Stream, ArcGIS, Tablet Command, NeoGov, Zoom, Radio Mobile, Concur, IDT Plans, Target Solutions, ImageTrend, etc., EMS Narcotic Tracking
6211 · Software Licenses/Subscriptions	181,293	2,911	128,739	52,554	71%	
6212 · IT Support/Implementation	234,272	10,100	115,847	118,425	49%	
6213 · IT Equipment	170,010	406	43,006	127,004	25%	Timing of budgeted purchases
Total 6210 · Information Technology	585,575	13,417	287,592	297,983	49%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	83,064	5,106	40,466	42,599	49%	
6222 · Solar Lease	-	-	-	-	0%	
Total 6220 · Rents and Leases	83,064	5,106	40,466	42,599	49%	
6230 · Small Tools and Supplies	100,445	5,292	96,833	3,612	96%	SCBA Facepieces, Voice Amplifiers, Tool Adapters received Oct-22
6240 · Special Expenses						
6241 · Non-Hosted Training	185,337	9,172	37,329	148,008	20%	Timing of outside training
6241.1 · EDC Hosted Training	85,000	17,225	55,702	29,298	66%	
6242 · Fire Prevention	131,060	2,618	50,911	80,149	39%	Timing of pre-plans
Total 6240 · Special Expenses	401,397	29,015	143,943	257,454	36%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	140,000	13,271	79,683	60,317	57%	
6252 · Travel	42,000	2,699	15,675	26,325	37%	
6253 · Meals & Refreshments	23,000	1,221	18,680	4,320	81%	
Total 6250 · Transportation and Travel	205,000	17,190	114,039	90,961	56%	
6260 · Utilities						
6261 · Electricity	40,000	3,219	25,715	14,285	64%	
6262 · Natural Gas/Propane	35,000	8,185	16,306	18,694	47%	
6263 · Water/Sewer	20,500	-	9,341	11,159	46%	
Total 6260 · Utilities	95,500	11,403	51,362	44,138	54%	
Total Operating Expenditures	\$ 24,047,866	\$ 1,733,955	\$ 14,557,663	\$ 9,490,204	61%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending January 31, 2023



	Final Budget FY22/23	Actual January 2023	Actual YTD January 31, 2023	Variance YTD Actual to Full Year Budget	(Target 58%) YTD Actual % of Full Year Budget	Notes/Comments
Operating Revenue - Operating Expenditures	\$ 2,710,092	\$ (1,082,574)	\$ (25,245)	\$ 2,735,337		
6570 · OPEB UAL Lump Sum Payment	-	-	-	-	0%	
6720 · Capital Outlay	11,657,609	142,714	6,212,767	5,444,843	53%	
Total Expenditures	\$ 35,705,476	\$ 1,876,668	\$ 20,770,429	\$ 14,935,046	58%	
Total Revenue - Total Expense	\$ (7,547,518)	\$ (1,132,029)	\$ (5,652,171)	\$ 1,895,347		
<u>FUND TRANSFERS</u>						
Transfers to Development Fee Fund	\$ (1,400,000)					
Transfers from Development Fee Fund	8,810,499					
Transfers to Pension Reserve Fund	-					
Transfers from Capital Replacement Fund	2,847,111					
Transfers to Capital Replacement Fund	(2,710,092)					
Net Change in Unassigned/Non-Spendable Fund Balance	\$ 0					

El Dorado Hills Fire Department

2/13/2023 4:31 PM

Register: 1000 · Bank of America
 From 01/01/2023 through 01/31/2023
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/02/2023	EFT	El Dorado Disposal ...	-split-	12/01/22-12/31...	1,161.19	X		1,630,289.46
01/03/2023		Deposit	1114 · Due from other ...	Deposit		X	274,103.30	1,904,392.76
01/03/2023	EFT	Sterling Administrati...	-split-		879.00	X		1,903,513.76
01/03/2023	EFT	P. G. & E.	-split-		43.31	X		1,903,470.45
01/03/2023	EFT	VSP Vision Care	6043 · Vision Insurance	Jan-23	819.72	X		1,902,650.73
01/04/2023	EFT	Sterling Administrati...	-split-		200.00	X		1,902,450.73
01/05/2023	EFT	Sterling Administrati...	-split-		312.00	X		1,902,138.73
01/06/2023	EFT	Sterling Administrati...	-split-		147.40	X		1,901,991.33
01/06/2023	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	316.00	X		1,901,675.33
01/06/2023	EFT	ADP	-split-	Payroll Process...	799.70	X		1,900,875.63
01/08/2023	EFT	De Lage Landen Fina...	-split-	Account # 159...	175.03	X		1,900,700.60
01/10/2023	EFT	P.E.R.S. ING	-split-	PR22-12-3	2,436.23	X		1,898,264.37
01/10/2023	EFT	Sterling Administrati...	-split-		973.00	X		1,897,291.37
01/10/2023	EFT	P. G. & E.	-split-		2,476.80	X		1,894,814.57
01/10/2023	25874	Lithia of Billings, Inc.	-split-	Stock No. NG3...	80,239.24	X		1,814,575.33
01/11/2023	EFT	P.E.R.S. Retirement	-split-	PR22-12-3	114,248.42	X		1,700,326.91
01/12/2023		Transfer from County	-split-	Deposit		X	12,491,108...	14,191,434...
01/12/2023	EFT	Nationwide Retireme...	-split-	PR22-12-3	21,482.01	X		14,169,952...
01/12/2023	EFT	Sterling Administrati...	-split-		225.00	X		14,169,727...
01/12/2023	25875	A-CHECK	6202.2 · Human Resou...	Inv # 59-06968...	30.00	X		14,169,697...
01/12/2023	25876	ACC Business	-split-		484.49	X		14,169,213...
01/12/2023	25877	Advanced IPM	-split-		123.00	X		14,169,090...
01/12/2023	25878	Aflac	2100 · Payroll Liabilities	Inv # 74649	973.41	X		14,168,117...
01/12/2023	25879	Alert-All Corp	6242 · Fire Prevention		1,996.27	X		14,166,120...
01/12/2023	25880	AT&T	-split-	Dec-22	214.04	X		14,165,906...
01/12/2023	25881	CA Assoc. of Profess...	-split-	January 2023	1,770.00	X		14,164,136...
01/12/2023	25882	Caltronics Business ...	-split-		697.09	X		14,163,439...
01/12/2023	25883	Cal Fire	6241.1 · EDC Hosted ...		4,060.00	X		14,159,379...
01/12/2023	25884	Carnahan Electric	6150 · Facilities Maint...	Invoice # 109-...	753.20	X		14,158,626...
01/12/2023	25885	Datacate, Inc.	-split-	Invoice # 2046...	10,334.00	X		14,148,292...
01/12/2023	25886	David Taussig and A...	6204 · Other Professio...	Invoice # 2211...	3,902.72			14,144,389...
01/12/2023	25887	Harris Watson	6017 · Intern/Voluntee...		130.00	X		14,144,259...
01/12/2023	25888	Lehr Auto Electric, Inc	6142 · Parts & Supplies	Invoice # SI81...	1,992.28	X		14,142,267...
01/12/2023	25889	Liebert Cassidy Whit...	6202.1 · Legal Fees		166.00	X		14,142,101...
01/12/2023	25890	Liberty Art Works, Inc.	-split-	Invoice # 1300...	1,530.00			14,140,571...
01/12/2023	25891	Managed Health Net...	6204 · Other Professio...	Invoice # PRM...	654.59	X		14,139,916...
01/12/2023	25892	Neptune Water Solut...	6120 · Housekeeping		30.45	X		14,139,886...
01/12/2023	25893	Nick Sharples Produ...	6206 · Public Relations	Invoice # 1811	3,400.00	X		14,136,486...
01/12/2023	25894	PowerGen Inc.	-split-		7,874.36	X		14,128,612...
01/12/2023	25895	Roebbelen Construct...	-split-	RCMS Billing:...	33,199.50	X		14,095,412...

El Dorado Hills Fire Department

2/13/2023 4:31 PM

Register: 1000 · Bank of America
 From 01/01/2023 through 01/31/2023
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/12/2023	25896	SignChef Inc.	6242 · Fire Prevention		622.05	X		14,094,790...
01/12/2023	25897	Teleflex	6161 · General Medica...	Invoice # 9506...	602.38	X		14,094,188...
01/12/2023	25898	The Permanente Med...	6204 · Other Professio...	Invoice # EDH...	2,000.00	X		14,092,188...
01/12/2023	PR23-1-1		-split-	Total Payroll T...	102,197.41	X		13,989,990...
01/12/2023	PR23-1-1		1000 · Bank of Americ...	Direct Deposit	314,797.56	X		13,675,193...
01/12/2023	PR23-1-1		1000 · Bank of Americ...	Payroll Checks		X		13,675,193...
01/13/2023	EFT	P.E.R.S. ING	-split-	PR23-1-1	2,436.23	X		13,672,756...
01/13/2023	EFT	Sterling Administrati...	-split-		248.10	X		13,672,508...
01/13/2023	EFT	Verizon Wireless	-split-	Dec-22	3,356.23	X		13,669,152...
01/13/2023	EFT	P. G. & E.	-split-		239.54	X		13,668,913...
01/15/2023			6204 · Other Professio...	Service Charge	399.17	X		13,668,513...
01/17/2023		Transfer to LAIF	1074 · Local Agency I...	Confirm #1683...	12,500,000...	X		1,168,513.83
01/17/2023	EFT	Nationwide Retireme...	-split-	PR23-1-1	22,418.52	X		1,146,095.31
01/17/2023	EFT	P.E.R.S. Retirement	-split-	PR23-1-1	118,262.24	X		1,027,833.07
01/17/2023	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Reference # 19...	38,606.31	X		989,226.76
01/17/2023	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Reference # 19...	40,321.29	X		948,905.47
01/17/2023	EFT	Sterling Administrati...	-split-		175.00	X		948,730.47
01/17/2023	EFT	Sterling Administrati...	-split-		1,311.00	X		947,419.47
01/17/2023	EFT	P. G. & E.	-split-		3,748.41	X		943,671.06
01/17/2023	EFT	P. G. & E.	-split-		1,548.22	X		942,122.84
01/17/2023	EFT	De Lage Landen Fina...	-split-	Account # 152...	301.30	X		941,821.54
01/18/2023	EFT	Sterling Administrati...	-split-		201.00	X		941,620.54
01/19/2023	EFT	Sterling Administrati...	-split-		450.00	X		941,170.54
01/19/2023	25899	4640 Golden Foothill...	-split-	Invoice # 21351	5,683.20	X		935,487.34
01/19/2023	25900	ACC Business	-split-		751.32	X		934,736.02
01/19/2023	25901	Advantage Gear, Inc.	-split-		118.88	X		934,617.14
01/19/2023	25902	Air Exchange	6150 · Facilities Maint...	Invoice # 9160...	702.22			933,914.92
01/19/2023	25903	Allstar Fire Equipme...	6233 · Station Tools/S...	Inv # 244633	413.72	X		933,501.20
01/19/2023	25904	Aramark	-split-	Acct. # 175878...	206.00	X		933,295.20
01/19/2023	25905	Arnolds for Awards	6181 · Other Miscellan...		125.48	X		933,169.72
01/19/2023	25906	Burkett's	-split-		228.53	X		932,941.19
01/19/2023	25907	C&H Motor Parts	-split-		418.76	X		932,522.43
01/19/2023	25908	Cal Fire	-split-		6,440.00	X		926,082.43
01/19/2023	25909	Caltronics Business ...	-split-		293.36	X		925,789.07
01/19/2023	25910	Cascade Healthcare S...	-split-		1,700.00	X		924,089.07
01/19/2023	25911	East Bay Tire Co.	-split-		6,200.60	X		917,888.47
01/19/2023	25912	Ferrell Gas	6262 · Natural Gas/Pro...	Account # 886...	2,228.55	X		915,659.92
01/19/2023	25913	Folsom Lock and Sec...	6150 · Facilities Maint...	Invoice # 4502...	1,062.99	X		914,596.93
01/19/2023	25914	Genuine Parts Comp...	-split-		1,781.91	X		912,815.02
01/19/2023	25915	Green Valley Road S...	6221 · Facilities/Equip...	Unit: H19 Tena...	360.00			912,455.02

El Dorado Hills Fire Department

2/13/2023 4:31 PM

Register: 1000 · Bank of America
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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/19/2023	25916	Hefner, Stark & Mar...	-split-		5,123.25	X		907,331.77
01/19/2023	25917	The Home Depot Pro	6120 · Housekeeping		242.23	X		907,089.54
01/19/2023	25918	InterState Oil Compa...	-split-		11,735.33	X		895,354.21
01/19/2023	25919	Kussmaul Electronic...	6142 · Parts & Supplies	Invoice # 221998	2,563.31	X		892,790.90
01/19/2023	25920	Larry R. Fry	-split-		461.60	X		892,329.30
01/19/2023	25921	Life Assist	-split-		2,332.80	X		889,996.50
01/19/2023	25922	L.N. Curtis & Sons	-split-		4,551.43	X		885,445.07
01/19/2023	25923	Metropolitan Life Ins...	6031 · Life Insurance	Customer Num...	459.90	X		884,985.17
01/19/2023	25924	Quadient Finance US...	-split-	Account # 790...	196.49			884,788.68
01/19/2023	25925	Sentinel Fire Equipm...	6150 · Facilities Maint...	Invoice # 92413	143.61	X		884,645.07
01/19/2023	25926	Silverado Avionics	6145 · Radio Maintena...	Invoice # 2500	131.67			884,513.40
01/19/2023	25927	Steve Adams	3507 · Training Revenue		475.00	X		884,038.40
01/19/2023	25928	Sutter Buttes Commu...	6145 · Radio Maintena...		450.00			883,588.40
01/19/2023	25929	Kaiser Foundation H...	-split-		8,613.00	X		874,975.40
01/19/2023	25930	Chase Bank	2029 · Other Payable		675.00	X		874,300.40
01/19/2023	25931	Wells Fargo Bank	2026 · EDH Associate...	Dec 2022	8,030.10	X		866,270.30
01/19/2023	25932	Bobbi Bennett	6018 · Director Pay	Dec-22	100.00	X		866,170.30
01/19/2023	25933	Greg F. Durante (Dir...	6018 · Director Pay	Dec-22	100.00			866,070.30
01/19/2023	25934	Charles J. Hartley	6018 · Director Pay	Dec-22	100.00	X		865,970.30
01/19/2023	25935	John Giraudo	-split-	Dec-22	300.00	X		865,670.30
01/19/2023	25936	Timothy J. White	-split-	Dec-22	300.00			865,370.30
01/20/2023	EFT	Sterling Administrati...	-split-		225.00	X		865,145.30
01/21/2023	EFT	Sterling Administrati...	-split-		225.00	X		864,920.30
01/23/2023		Transfer from LAIF	1074 · Local Agency I...	Confirm #1683...		X	1,500,000.00	2,364,920.30
01/23/2023	EFT	P. G. & E.	-split-		593.88	X		2,364,326.42
01/23/2023	EFT	Verizon Wireless	-split-	Dec-22	380.10	X		2,363,946.32
01/24/2023	EFT	Sterling Administrati...	-split-		249.00	X		2,363,697.32
01/25/2023		Deposit	-split-	Deposit		X	23,907.39	2,387,604.71
01/25/2023	EFT	Sterling Administrati...	-split-		268.00	X		2,387,336.71
01/25/2023	EFT	Allied Administrator...	6042 · Dental Insurance	Feb 2023	5,656.80	X		2,381,679.91
01/26/2023	EFT	Employment Develo...	-split-	Account ID# 7...	3,944.88	X		2,377,735.03
01/26/2023	EFT	P.E.R.S. Health	-split-	Feb 2023	232,632.78	X		2,145,102.25
01/26/2023	EFT	P.E.R.S. ING	-split-	PR23-1-2	2,436.23	X		2,142,666.02
01/26/2023	EFT	P.E.R.S. Retirement	-split-	PR23-1-2	114,421.80	X		2,028,244.22
01/26/2023	25937	Aflac	2100 · Payroll Liabilities	Inv # 435937	648.94			2,027,595.28
01/26/2023	25938	Aramark	6120 · Housekeeping	Acct. # 175878...	41.20	X		2,027,554.08
01/26/2023	25939	Arnolds for Awards	6102 · Other Clothing ...		22.52			2,027,531.56
01/26/2023	25940	AT&T	-split-	Dec-22	260.56			2,027,271.00
01/26/2023	25941	CA Assoc. of Profess...	-split-	February 2023	1,770.00	X		2,025,501.00
01/26/2023	25942	California Municipal ...	6204 · Other Professio...		550.00			2,024,951.00

El Dorado Hills Fire Department

2/13/2023 4:31 PM

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/26/2023	25943	Capital Building Mai...	-split-	Invoice # 14504	1,677.07			2,023,273.93
01/26/2023	25944	Dustin Hall	2029 · Other Payable		3,736.19	X		2,019,537.74
01/26/2023	25945	InterState Oil Compa...	-split-		1,355.51	X		2,018,182.23
01/26/2023	25946	Jim Mackensen	6241.1 · EDC Hosted ...		1,800.00	X		2,016,382.23
01/26/2023	25947	Liberty Bell Smart H...	-split-	Invoice # 648337	74.99			2,016,307.24
01/26/2023	25948	Life Assist	-split-		484.98	X		2,015,822.26
01/26/2023	25949	Motorola Solutions Inc	6145 · Radio Maintena...	Customer Acct...	300.00			2,015,522.26
01/26/2023	25950	National Garage Doo...	-split-		1,501.31			2,014,020.95
01/26/2023	25951	Preferred Alliance, Inc.	6202.2 · Human Resou...	Invoice # 0179...	126.00	X		2,013,894.95
01/26/2023	25952	RadioMobile, Inc.	6145 · Radio Maintena...	Invoice # 18131	3,518.14	X		2,010,376.81
01/26/2023	25953	Ross Drulis Cusenbery	-split-	Invoice # 2019...	28,311.00			1,982,065.81
01/26/2023	25954	State Water Resource...	6720 · Capital Outlay	Invoice # SW-...	964.00			1,981,101.81
01/26/2023	25955	The Permanente Med...	6204 · Other Professio...	Invoice # EDH...	2,000.00			1,979,101.81
01/26/2023	25956	Zoll Medical Corpor...	6161 · General Medica...	Invoice # 3639...	743.29			1,978,358.52
01/26/2023	25957	Michael Lilienthal	2029 · Other Payable		3,221.79	X		1,975,136.73
01/26/2023	25958	Bruce Martin	6241.1 · EDC Hosted ...	Invoice # 22-12	4,400.00			1,970,736.73
01/26/2023	PR23-1-2		-split-	Total Payroll T...	98,519.84	X		1,872,216.89
01/26/2023	PR23-1-2		1000 · Bank of Americ...	Direct Deposit	321,490.57	X		1,550,726.32
01/26/2023	PR23-1-2		1000 · Bank of Americ...	Payroll Checks		X		1,550,726.32
01/27/2023	EFT	ADP, Inc.	6204 · Other Professio...	Workforce No...	119.60	X		1,550,606.72
01/27/2023	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	316.00			1,550,290.72
01/30/2023	EFT	Nationwide Retireme...	-split-	PR23-1-2	22,418.52	X		1,527,872.20
01/31/2023		Deposit	3330 · Sacramento Co...	Deposit		X	27,793.02	1,555,665.22
01/31/2023	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	52,202.71			1,503,462.51
01/31/2023	EFT	ADP	-split-	Payroll Process...	803.10			1,502,659.41
01/31/2023	EFT	P.E.R.S. Retirement	-split-	Uniform Repor...	5,558.10			1,497,101.31
01/31/2023	EFT	Sterling Administrati...	-split-		40.24			1,497,061.07
01/31/2023	EFT	Sterling Administrati...	-split-		225.00			1,496,836.07
01/31/2023	OES AR ...		3513 · Rental Income (...)	Verizon Month...		X	2,100.00	1,498,936.07

Megan Selling

From: Cindi Buccola <cindi@buccolainvestments.com>
Sent: Friday, February 10, 2023 3:48 PM
To: Clerk of the Board
Subject: Building Kidz - El Dorado Hills information
Attachments: State Fire Marshall - EDH Board of Supervisors.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attention Clerk of the Board:

Attached you will find the information which I would like to present for discussion during the public comment segment on Thursday, February 16, 2023 at 6PM. Please let me know if you have any further questions or concerns.

Cindi Buccola
Owner | CEO
(925) 918-3768

Building Kidz - El Dorado Hills
5041 Robert J. Matthews
Suite 200
El Dorado Hills, CA 95762
EDH Main #916-358-5276
EDH Fax 916-358-5278RVW
LIC #093623366 | #093623367
bk-eldoradohills.com

Building Kidz - Roseville West
945 Roseville Blvd
Suite 120
Roseville, CA 95678
RVW Main #916-782-5437
RVW Fax (916) 916-782-5438
LIC#313623347 | # 313623348
bk-rosevillewest.com

"I implore you to see with a child's eyes, to hear with a child's ears, and to feel with a child's heart."

- Antonio Novello, Doctor (1944)



Buccola Investments, Inc.

February 4, 2023

RE: Closure of Building Kidz - El Dorado Hills
5041 Robert J. Mathews Parkway, Suite 200 (Preschool Campus)
5047 Robert J. Mathews Parkway, Suite 400 (Infant Toddler Suite)
El Dorado Hills, CA 95667

Owners: Buccola Investments, Inc. | Cindi Buccola, CEO, David Buccola, CFO

This matter involves the El Dorado County Fire Departments lack of code enforcement by not ensuring new siren and alarm code which went into effect in 2013 from 2013 to September 2022.. As a result of El Dorado County Fire Department oversight for almost a 10 year span, our company which was twice removed from the owner in 2013, is now forced to bear the financial burden of their error. Our business has been forced to close due to the extreme financial burden involved in meeting the 2013 code requirement, which should have been enforced 6 years prior to our acquisition.

To establish a timeline of events, we will begin with the Kids Camp. Kids Camp was established in 2001 at our 5041 Robert J Mathews Parkway Suite 200, El Dorado Hills suite. Kids Camp was a before and after school care program for school age children, also providing care for preschool age children and infant care at this site as well. Based on the building plans drawn and submitted by Kids Camp in 2001, which we have in our possession, the plans clearly show the infant napping room along with the areas for the other children sleeping or otherwise. Kids Camp operated at this location for almost 17 years until August of 2018.

We have been made aware that in 2013 code requirements for childcare centers with sleeping children changed. The new code requires a far more sophisticated alarm and siren systems including voice command. Kids Camp was allowed to operate for nearly 5 years, from 2013 until they sold their business in Aug of 2018 without confirming to the new code requirement. We shall assume that annual fire inspections occurred without proper oversight.

Building Kidz Worldwide (BKWW), a childcare franchisor, purchased the business from Kids

Camp, in August of 2018, establishing a new childcare business. All State CDSS licensing requirements were met to license the facility as a childcare business including the fire inspection to operate under BKWW. Building Kidz Worldwide license became exclusive to children ages

two to 1st grade, (removing the infants and toddlers and school age children) with the intent to provide care for all day napping preschool aged children. We shall also assume that annual fire inspections occurred during this time. Still, El Dorado County Fire did not enforce the new code requirement that was established back in 2013.

On November 4th, 2019, my husband and I purchased the established childcare center from Building Kidz Worldwide as franchisees. At that time we added the license to care for infants back to the business. All State CDSS licensing requirements were met, including the fire inspection to license the facility as a childcare business for children ages zero to 1st grade. At that time our childcare was licensed for 12 infant toddlers and 24 preschoolers. The 5041 Robert J. Mathews Parkway, Suite 200 campus fire sprinkler system remains exactly as it did in 2001.

To complicate matters further, at the end of 2021 we acquired an additional suite to be used exclusively for our infants and toddlers ages zero to 36 months of age. This suite is located at 5047 Robert J. Mathews Parkway, Suite 400 in El Dorado Hills. In December of 2021 we received full fire clearance and became licensed at our new Infant Toddler Suite and received full fire clearance of our preschool, which ultimately doubled the capacity of our El Dorado Hills campus. Not only did we lease, remodel, and furnish an additional suite, we had to fund and build an additional playground to meet State CDSS licensing requirements for the capacity increase.

This expansion was based solely on our fire clearance dated December 16, 2021, which we received from the El Dorado County Fire Department clearly stating we were in compliance to operate with the increased capacity as follows (see attached):

- 5041 Robert J. Mathews Parkway, Suite 200, Occupance E Rating, Program CCC, Request Code 3A, Lic Category CCC 850, with a capacity change from 42 (24 Preschool and 18 Infant Toddlers) to 48 preschoolers.
- 5047 Robert J. Mathews Parkway, Suite 400, both in El Dorado Hills, Occupance E Rating, Program CCC, Request Code 3A, Category CCC830, with a capacity of 24 Infants and Toddlers.

We have been operating both suites exactly as permitted ever since.

Just 5 months ago, late in August, 2022, El Dorado County Fire conducted our annual inspection. On September 14, 2022, we were informed that the fire department clearances issued on December 16, 2021, were not accurate and a significant amount of findings need to be corrected. This is a full 10 months after our last inspection for our expansion, three years after we took ownership, and 6 years after the code was changed.

The fundamental problem with the code change back in 2013 is with sleeping children in our care; sirens, strobes, and wired smoke detectors, with voice commands are needed in the entire building of both the buildings we operate in.. The impact to us is 5041 RJM Suite 200, is approximately 4000 sq ft of a total of 10,000sq foot building; and 5047 RJM, Suite 400, is approximately 1500 sq ft of an approximately 8,000 square foot building. We are being asked to bring the siren, alarm, strobe and voice command up to code standard that has been

overlooked for more than 6 years. Additionally we were informed we must install a 1 hr fire wall added to both sides of our 5047 RJM # 400 Infant Toddler Suite which was overlooked during the fire clearance permit issued 10 months prior. There are other minor concerns that we do not need to address at this time.

We were given a mere month, from September 14th, 2022, until October 23rd, to comply with ED County Fires findings by submitting proposals for the work. During that time, we scrambled to determine how we got in this situation, to discover the monetary costs involved, and to come up with plans to rectify the concerns. Needless to say, the one month period we were given to come up with a plan of action from an error in enforcement almost 10 years ago was impossible to comply with.

On November 3rd, we were sent a 1 day order to provide immediate internal personnel to watch for fires while we are open until we complete the required work stated in the report. With that said, our business had no intention of turning our backs to the El Dorado County Fire Department concerns. As a result, we have closed 5047 Robert J. Mathews Parkway, Suite 400, effective October 24, 2024. We closed 5041 Robert J. Mathews Parkway, Suite 200, effective November 1, 2022.

The cost and emotional toll to our families, our staff, the community, our subsidized families, etc is insurmountable. The cost needed to comply with the EDH Fire Department is well in the upwards of \$100,000 range as our "load" in the preschool exceeds 50 occupants. It goes without saying that had we been made aware of these findings during the period the El Dorado County Fire Department was doing its due diligence in 2013, six years prior to our acquisition, we would not be where we are today. It is simply unfathomable how we ended up in this situation when approval came from the EDH County Fire Department clearances permits for all ownership change and all annual inspections since 2013.

Our business and our livelihood is now in great peril as a result. Not only is our current business having to shutter our doors in both suites, the negative impact to our company financially in the immediate sense, the long term financial obligations to our franchisor, our initial investment prior with this expansion, the expansion expenses and the loss of income moving forward is beyond comprehension. The immediate impact and long term impact, both financially and emotionally, to our families and our young students is also beyond comprehension. The situation must be addressed to determine responsibility for the oversight of the El Dorado County Fire Department.

Thank you for your consideration.

Cindi Buccola

Cindi and David Buccola
Owners
Buccola Investments, Inc.
Dbas Building Kidz - El Dorado Hills

Megan Selling

From: Kathleen Westover <kwestover@airsystems1.com>
Sent: Thursday, February 2, 2023 11:46 AM
To: Clerk of the Board
Cc: Garry Westover
Subject: permit approval process (8-01-22) #0355424 - 5361 Grazing Hill Rd - Barn

Importance: High

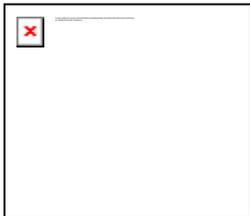
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To The Board of Directors for the El Dorado Hills Fire Department,

I am perplexed and extremely frustrated as to why it taking the fire department now over 6 months to approve a barn? I have raised my concerns with the County Building Department and they say there is nothing they can do and that I am not alone with my concerns. The County took one month to approve the barn plans. When I recently, again, contacted the fire department they said they were still looking at plans prior to August 1.

How is this at all acceptable? I respectfully request answers to this as the representatives of the el dorado hills fire department.

Kathleen Westover



24hr Service: (888) 404-ASSC | O: (888) 504-ASSC | M: (916) 717-7543

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



MONTHLY OPERATIONS REPORT
JANUARY 2023

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

Operations

During the atmospheric rain event during the beginning of January, crews were busy responding to numerous incidents, participated in upstaffing additional resources and command positions in the El Dorado County Emergency Operations Center (EOC). During the weather event, numerous roadway issues were encountered. One of the worst in EDH's jurisdiction was on Latrobe Road. A segment of the roadway was washed out and the road was closed to all traffic for approximately five days.

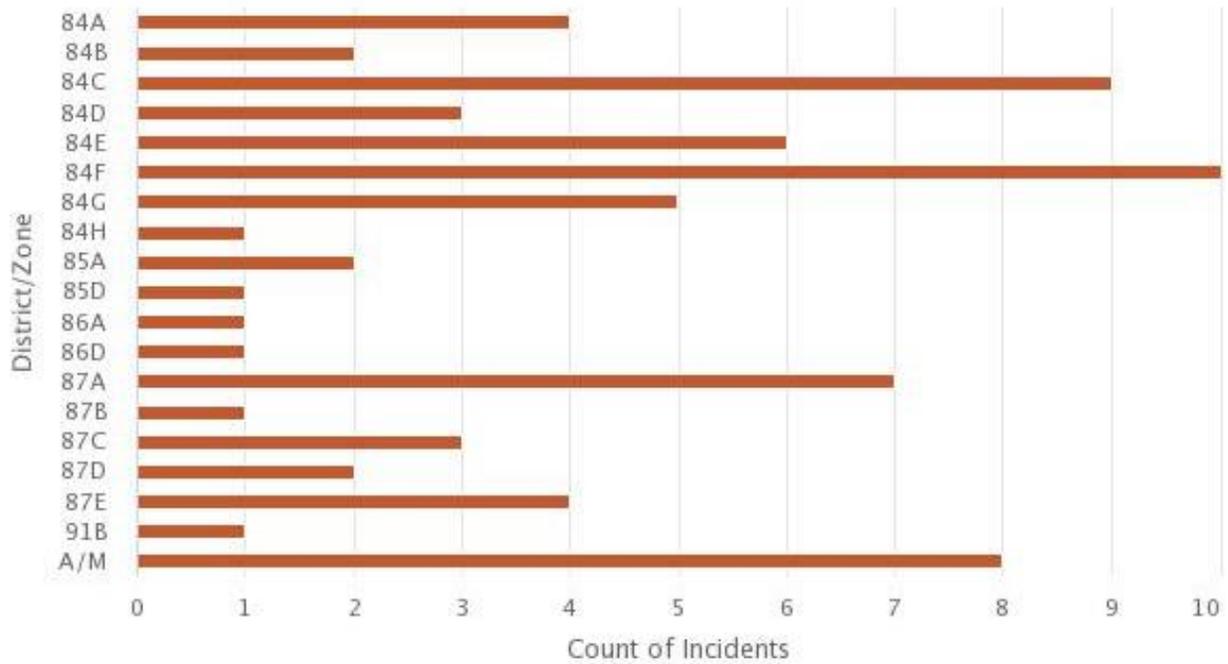
DATE	NAME	LOCATION	ACRES	RESOURCE	PERSONNEL	END	DAYS
	Bomb Cyclone	El Dorado County	Flood				
01/03/23		Lilienthal		SAC IMT 3	1	01/11/23	9
01/03/23		Johnson		XED OH	1	01/05/23	3
01/03/23		Hall		XED EOC	1	01/05/23	3
01/03/23		Brady		XED OH	1	01/05/23	3
01/08/23		Johnson		XED OH	1	01/11/23	2
01/08/23		Hall		XED EOC	1	01/11/23	2
01/08/23		Bennett, Tiff, Sick, Alsaker		WR-84	4	01/11/23	2
01/09/23		Baldwin, Zarback, Hemstalk, Herr,		E-387	3	01/11/23	2

Provided by Chief Moreno



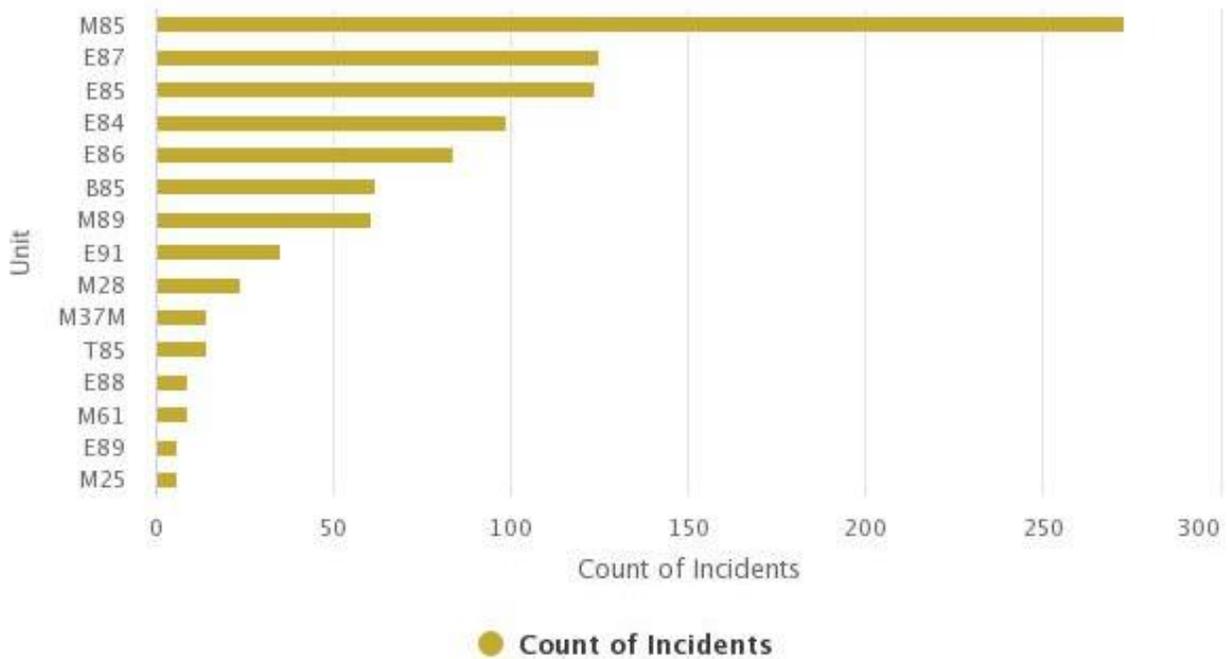
Incidents by District/Zone

Jan 01, 2023 to Jan 31, 2023



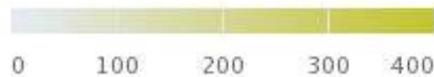
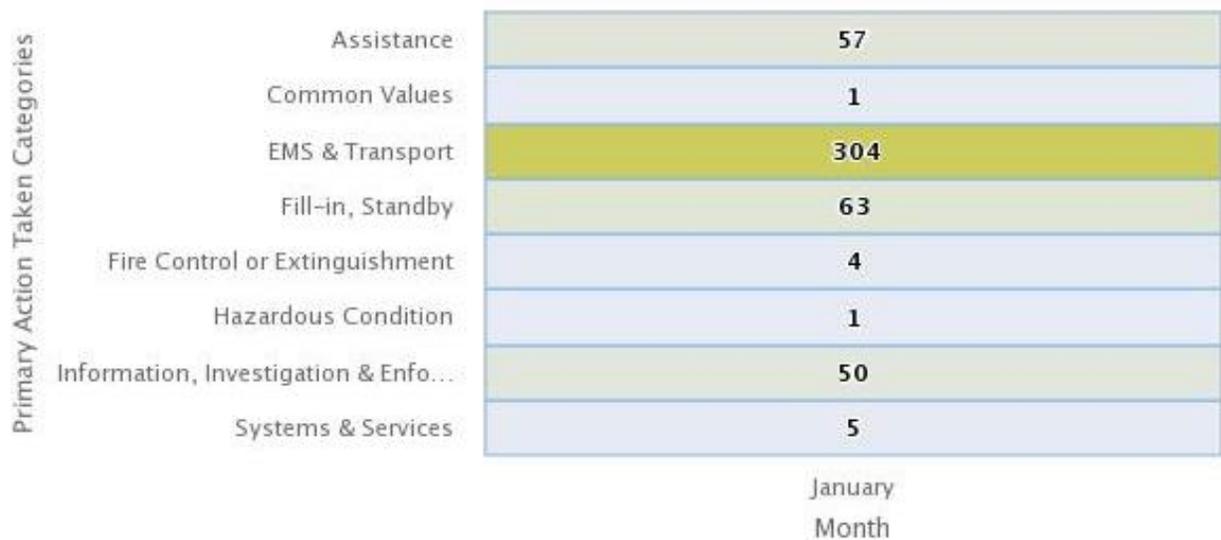
Response by Unit (Top 15 Resources)

Jan 01, 2023 to Jan 31, 2023



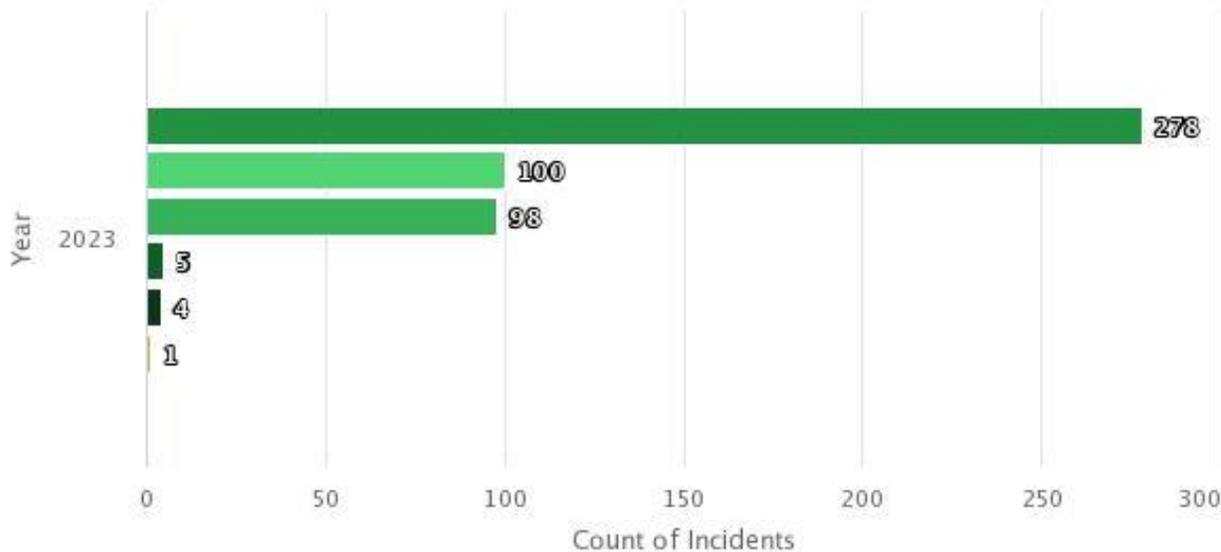
Primary Action Taken-Categories

Jan 01, 2023 to Jan 31, 2023



Aid Given/Received

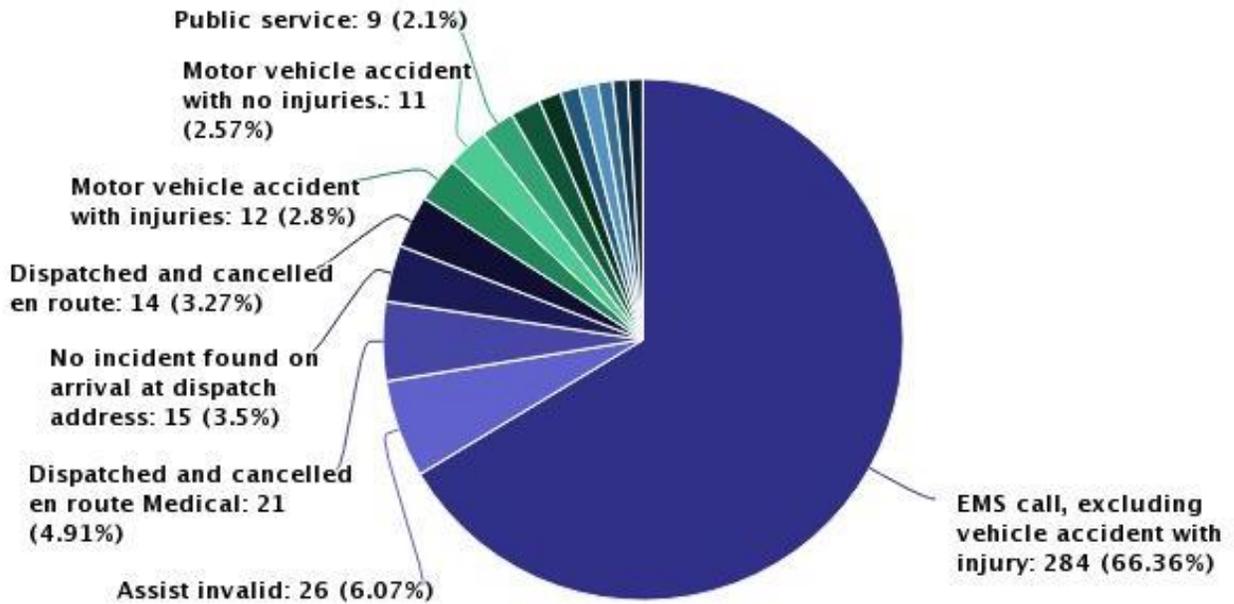
Jan 01, 2023 to Jan 31, 2023



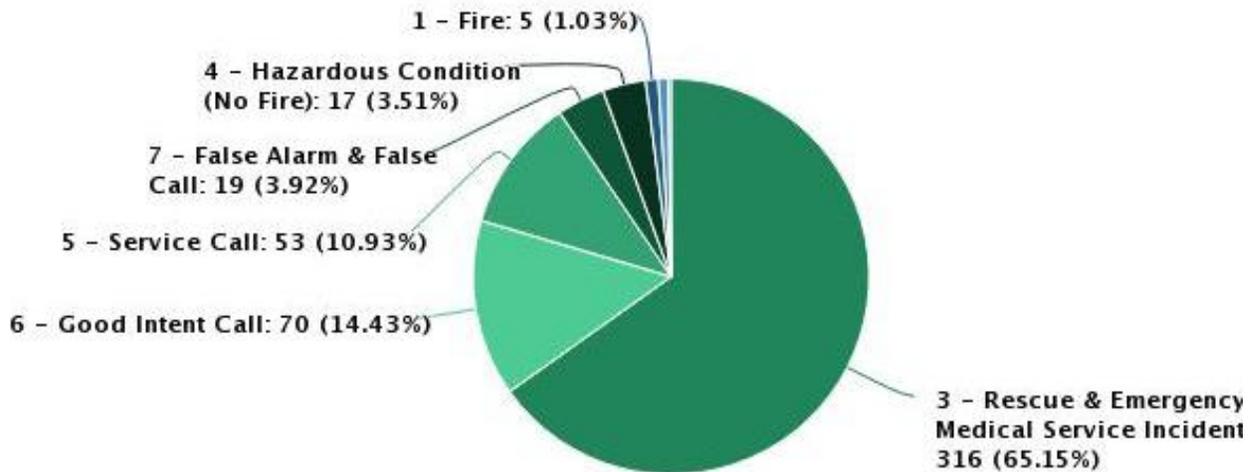
- None
- Automatic aid received
- Automatic aid given
- Mutual aid received
- Mutual aid given
- Other aid given

Response/Incident Types & Categories

Jan 01, 2023 to Jan 31, 2023

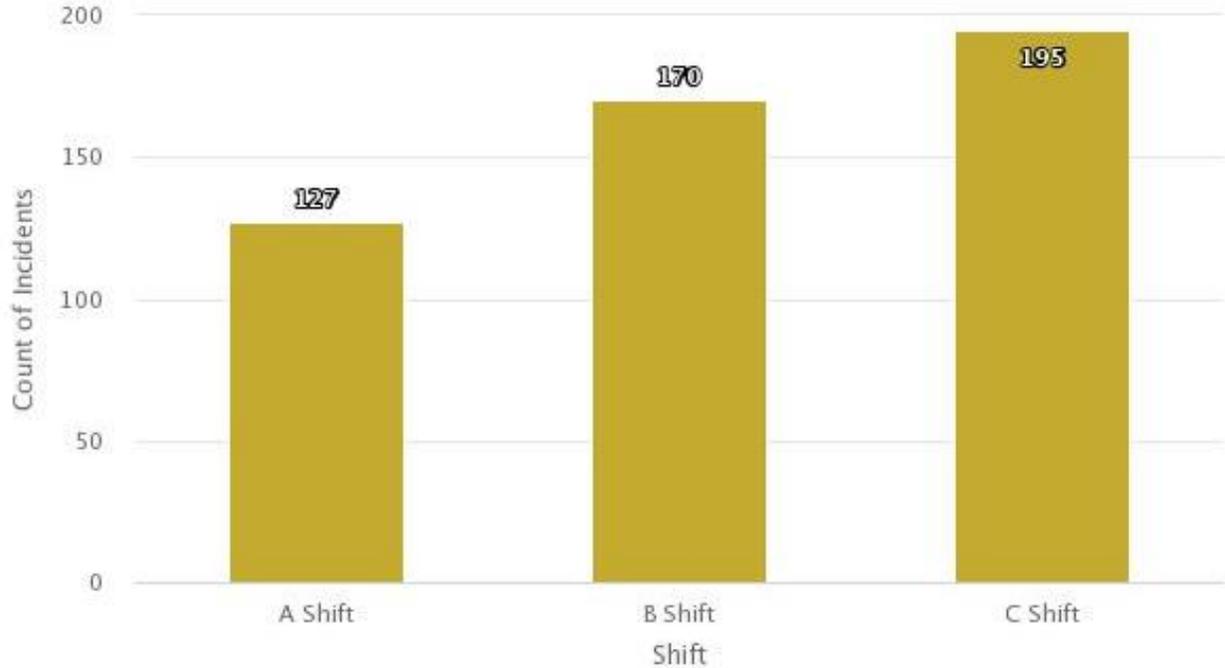


Jan 01, 2023 to Jan 31, 2023



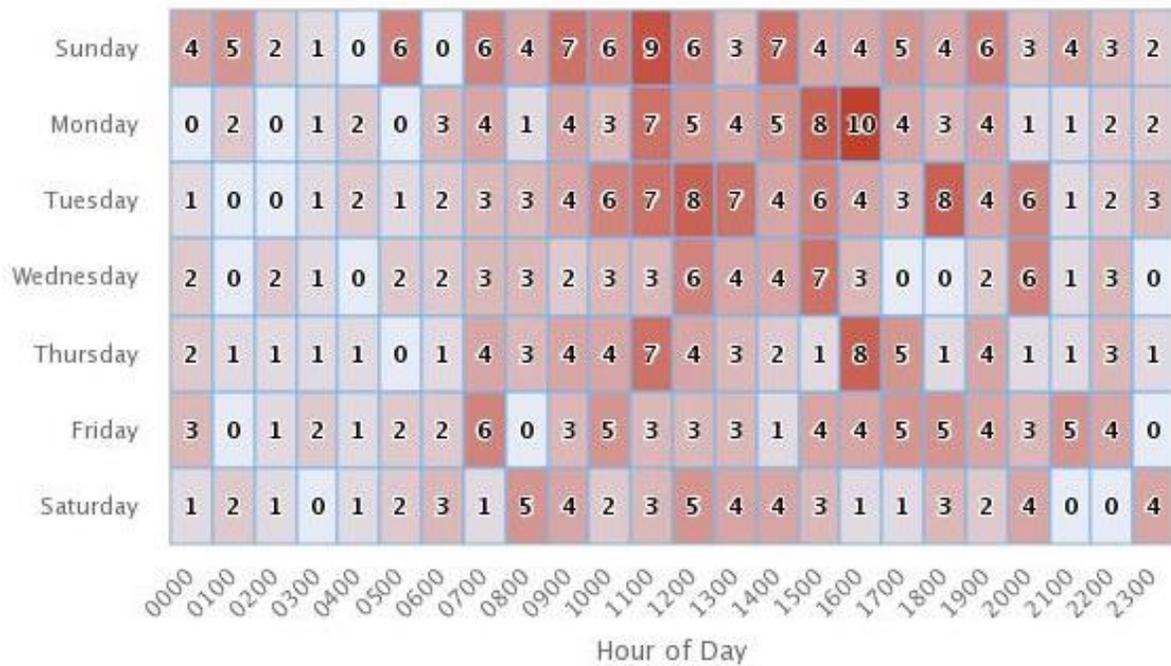
Incident Response by Shift

Jan 01, 2023 to Jan 31, 2023



Incidents by Hour of the Day

Jan 01, 2023 to Jan 31, 2023



*Emergency Response Summary –
Medic Units Response Time - El Dorado
January 2023*

URBAN RESPONSE,

11-minutes, 90% of time

Response Time Between 00:00:00 - 00:00:59	3.51%
Response Time Between 00:01:00 - 00:01:59	5.75%
Response Time Between 00:02:00 - 00:02:59	8.63%
Response Time Between 00:03:00 - 00:03:59	15.34%
Response Time Between 00:04:00 - 00:04:59	29.07%
Response Time Between 00:05:00 - 00:05:59	41.53%
Response Time Between 00:06:00 - 00:06:59	49.20%
Response Time Between 00:07:00 - 00:07:59	60.38%
Response Time Between 00:08:00 - 00:08:59	70.93%
Response Time Between 00:09:00 - 00:09:59	77.64%
Response Time Between 00:10:00 - 00:10:59	82.43%

Medic Unit Response Comparison by Month/Year

MONTH	2023	2022
January	82.43%	91.28%
February		90.98%
March		95.33%
April		93.70%
May		92.04%
June		91.24%
July		86.31%
August		91.13%
September		87.02%
October		88.26%
November		88.48%
December		86.80%

The percentages represented do not reflect reconciled percentages from exception reporting

Training

In the month of January, crews participated in auto extrication honing their skills on different techniques of extricating people from vehicles. There were approximately 10 vehicles brought to Fire Station 86 and placed in different position, examples included on their side, on the roof, vehicle on vehicle, etc. Having the ability to place vehicles in different situations, helps to provide personnel the most realistic environment to train in.

Three new members started their four-week new hire academy. The new members will graduation on February 17, 2023.



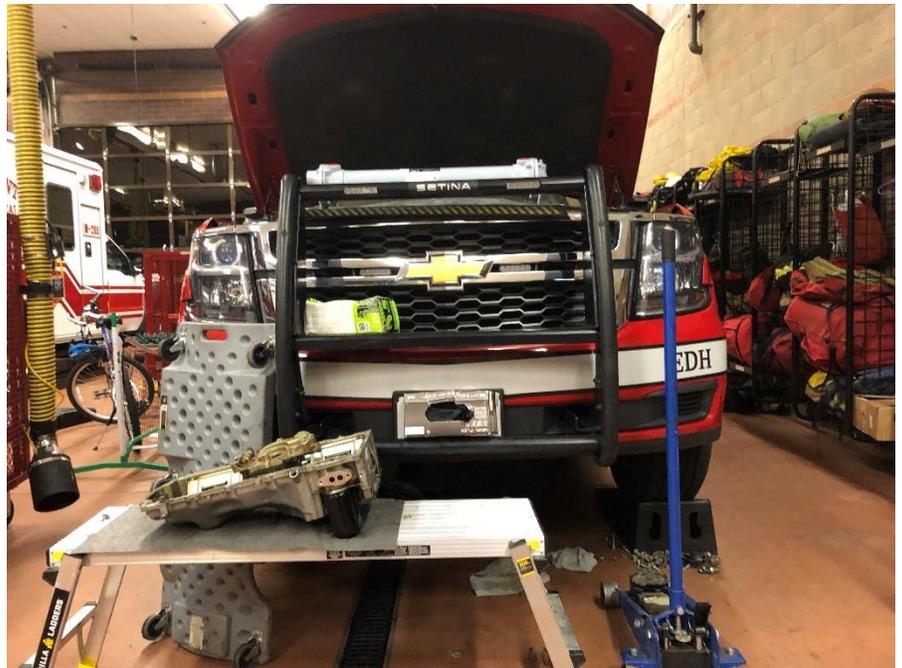
Fleet Services

January was another busy month for our fleet division. Mechanic Dixon was able to make several repairs keeping engines in service and limiting down time.



Engine 91 getting its deck gun repaired and it received a preventative maintenance service.

Chief 8501 Tahoe requires a major engine repair that will be completed in the next several weeks when all of the parts come available.



Battalion Chief Updates

A-Shift – Chief Antonio Moreno

Incidents

Vehicle Collision – El Dorado Hills



Medical Rescue – Darrington Trail, Folsom Lake



Personnel responded to a bicyclist having a cardiac emergency along the Darrington Trail 3 miles west of Salmon Falls Bridge. High Winds prevented Boat 84 from deploying. Crews began the hike to the patient. CHP Helicopter arrived and transported to the ER.

Smoke in a Structure – El Dorado Hills



Vehicle Collision – El Dorado Hills



Vehicle into a structure – El Dorado Hills

Upon arrival, fire personnel found a Tesla that had been driven into a residential structure. The driver was injured and transported. None of the residents were in the area of the home that was damaged and were unharmed. Crews assisted the homeowner in stabilizing and boarding the structure.



Training

During the atmospheric rain event, crews trained with Bakersfield Task Force 11 Swift Water Team. Flows in the American River were 4,500 cubic feet per second, lake level was 419'



New Scott SCBA familiarization



Recruit Academy



Community Events

Birthday Parade – Thomas Matassa, 101 years old, was a Bombardier in a B-17 in WW2. He served in WW2, Korea, and Vietnam spanning 30 years of service. The Public Service Community honored him with a drive-by parade on his Birthday.

Thank you for your service Sir.



B-Shift – Chief Dave Brady

Incidents

Water/river rescue – American River



Tree into a residential structure – El Dorado Hills



Vehicle Roll-over – El Dorado Hills



Oven Fire – El Dorado Hills



Vehicle Collision – El Dorado Hills



Training

Acting Engineer – Aerial





S-270 Air Operations



C-Shift – Chief Chris Landry

Incidents

Vehicle vs motorcycle collision – El Dorado Hills



Single vehicle collision – El Dorado Hills



Single vehicle collision – El Dorado Hills



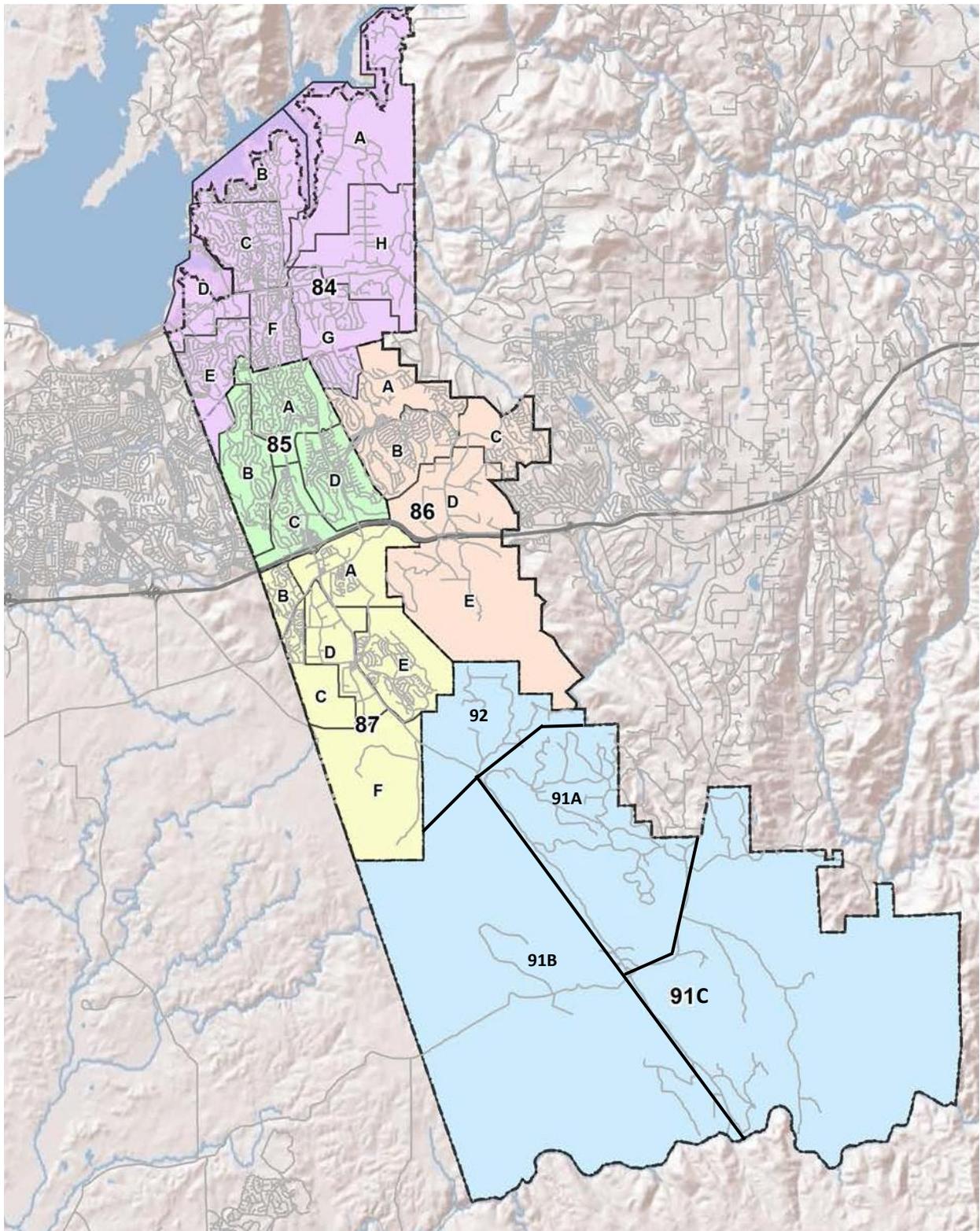
Training

Vehicle extrication



New SCOTT SCBA familiarization





EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



Community Risk Reduction Division

January 2023 Report

OVERVIEW

The El Dorado Hills Fire Department, Community Risk Reduction Division (CRRD) continues to see significant residential development and vegetation management program activity throughout the reporting period. Major construction activity continues in the Saratoga Estates, Carson Creek, Bell Ranch, Hawk View, and Bass Lake North areas of the District. New project proposals consisting of Project Frontier industrial shipping and receiving at Latrobe, Town & Country Village conference and hotel facilities at Bass Lake Road, Montano retail and hotel development 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 El Dorado Irrigation District (EID) Wastewater Facility, Tractor Supply in the Business Park area, Aloft Hotel in Town Center, as well as the training center continues to progress.

CRRD has received a total of **56** permit to construct plan review submittals since January 1, 2023. Home construction permit activity was the leading permit submittal type with **29** plan applications received.

CRRD investigated **9** Defensible Space re-inspections on behalf of the County of El Dorado as part of their Vegetation Management program. With winter weather reducing mitigation capability, Defensible Space Inspectors focused on preparing education and notification materials for the upcoming season.

MAJOR ACCOMPLISHMENTS

CRRD staff completed the following activities during the last 30 days:

- Completed **124** construction inspections and **142** smoke and carbon monoxide alarm inspections.
- Completed **44** fire and life safety inspections of residential and commercial occupancies.
- Completed **9** defensible space complaint inspections.
- Implemented new plan intake and plan review records management systems (RMS) to improve customer satisfaction and streamlining permit processes.

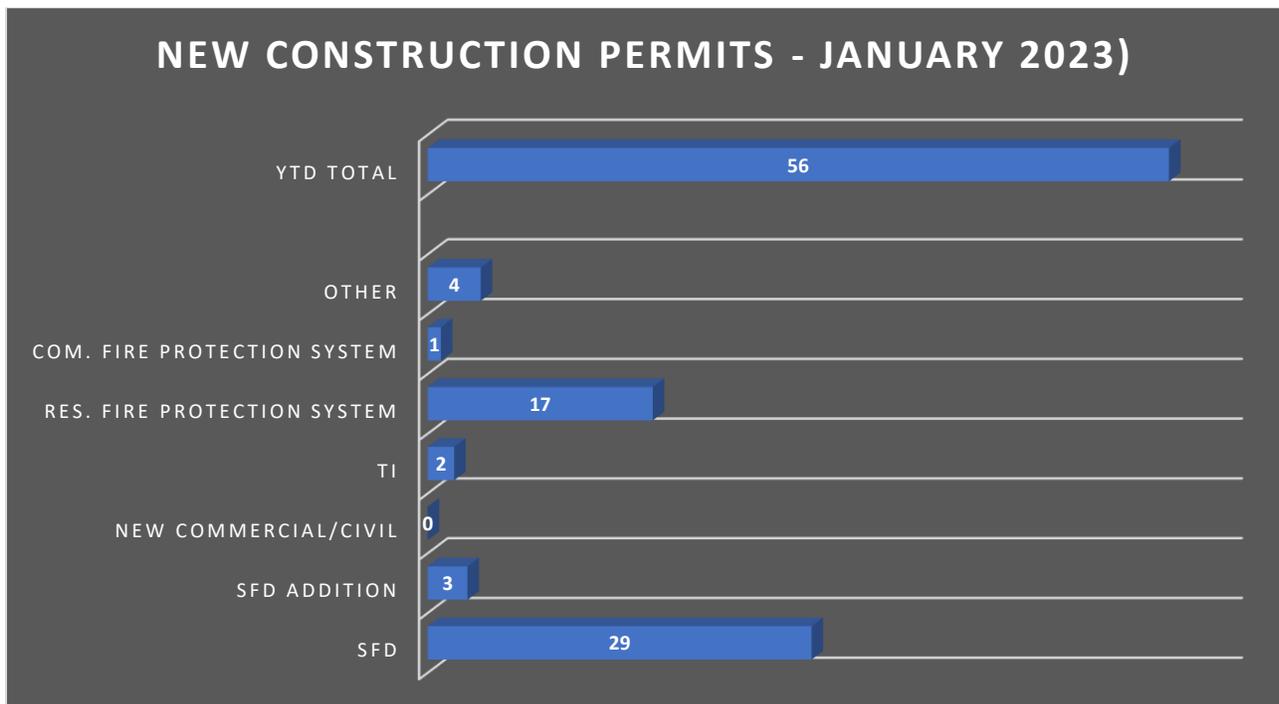


Table 1: Plan Review by Month Report

Fire & Life Safety Inspections January 2023

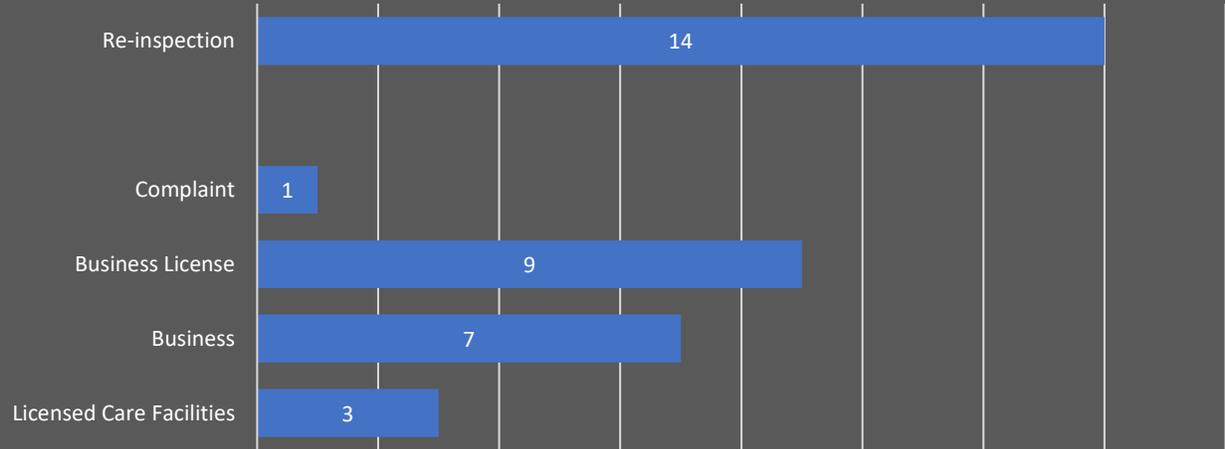


Table 2: Fire and Life Safety Inspections by Month Report

End of Report



LOCAL AGENCY FORMATION COMMISSION
550 Main Street, Suite E. Placerville, CA 95667
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

M E M O

TO: Special District Selection Committee, Presiding Officer

FROM: Shiva Frentzen, Executive Officer *shiva frentzen*
El Dorado Local Agency Formation Commission

DATE: January 31, 2023

SUBJECT: ***Election of Special District Representatives to El Dorado LAFCO
Nominations for Special District Commissioner***

The Special District Selection Committee, consisting of all special districts within El Dorado County, is required to elect a Regular and Alternate LAFCO representative to each serve a four-year term, beginning May 2023 and ending May 2027.

Pursuant to the provisions of Government Code §56332(f), LAFCO has determined that the business of the Special District Selection Committee to elect the Regular and Alternate Special District Representative will be conducted in writing via electronic mail.

The nomination period will be 58 days; all nominations are due in writing on or before **March 30, 2023**. Nominations received after that date cannot be accepted and will be returned to your District. A nominee must be a Director from an independent special district within El Dorado County. To be valid, all nominations must include the following:

- 1) Name and district of the nominee
- 2) Name of the nominating district
- 3) **Signature** of the **Presiding Officer** of the District's Board of Directors or the record of nomination made by majority vote at an official meeting of your District's board (Resolution or Minute Order can be attached)

Please submit a statement of qualifications (not to exceed one page) for each nominee.

Once the nomination period is closed, one ballot listing valid candidates and voting instructions will be sent via email to those Districts who have opted to receive and complete the election by email and by certified mail to each District opting to receive materials by mail. The one-page statement of qualifications will be included as submitted.

Contact the LAFCO office at (530) 295-2707, if you have any questions.

Enclosures: Special District Election Nomination Ballot

S:\Elections\2023 Special District Election\2023 SDE Nomination Memo & Ballot\2023 Special District Election Nomination Memo.docx

COMMISSIONERS

Public Member: Bill Wilde • Alternate Public Member: Dawn Hodson
City Members: John Clerici, Tamara Wallace • Alternate City Member: Vacant
County Members: John Hidahl, George Turnbo • Alternate County Member: Wendy Thomas
Special District Members: Brian Veerkamp, Timothy J. White • Alternate Special District Member: Michael Saunders

STAFF

Shiva Frentzen, Executive Officer • Erica Sanchez, Assistant Executive Officer
Malathy Subramanian, Commission Counsel



LOCAL AGENCY FORMATION COMMISSION
 550 Main Street, Suite E. Placerville, CA 95667
 (530) 295-2707 · lafco@edlafco.us · www.edlafco.us

SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District

SIGNATURE OF PRESIDING OFFICER: _____
(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: _____
(Required)

NAME OF NOMINATING DISTRICT: _____

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before
5:00 p.m. on March 30, 2023

Return to:

El Dorado LAFCO
550 Main Street, Suite E
Placerville, CA 95667

[**lafco@edlafco.us**](mailto:lafco@edlafco.us)

COMMISSIONERS

Public Member: Bill Wilde • Alternate Public Member: Dawn Hodson
 City Members: John Clerici, Tamara Wallace • Alternate City Member: Vacant
 County Members: John Hidahl, George Turnbo • Alternate County Member: Wendy Thomas
 Special District Members: Brian Veerkamp, Timothy J. White • Alternate Special District Member: Michael Saunders
 STAFF
 Shiva Frentzen, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

Resolution No. 2023-01
El Dorado Hills County Water District

Resolution of Appreciation
To
Chief Administrative Officer Ashton

WHEREAS, **CHIEF ADMINISTRATIVE OFFICER DON ASHTON** has provided loyal, dedicated, and outstanding service to the County of El Dorado and the El Dorado Hills Fire Department during his sixteen (12) years of service; and

WHEREAS, Chief Administrative Officer Ashton brought his vast knowledge and experience in Public Administration; became known for his strong work ethic, integrity, collaborative attitude, and dedication to El Dorado County; focused on building positive relationships and partnerships within the County; and

WHEREAS, Chief Administrative Officer Ashton has given unselfishly of his time and interest during the years that he served the County, particularly with regard to his collaborative approach to the El Dorado County Fire Service, Emergency Medical Services, COVID Pandemic, several large wildfires, and offering his knowledge and experience to help lead El Dorado County through challenging times; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT, that this Board does, on behalf of the District and all its inhabitants, express warm thanks and gratitude to **CHIEF ADMINISTRATIVE OFFICER DON ASHTON** for his dedication and commitment as the Chief Administrative Officer and does further extend to him best wishes in his retirement from the County of El Dorado and for continued success in all future endeavors.

PASSED AND ADOPTED THIS 16th DAY OF FEBRUARY 2023.

John Giraud, President

ATTEST:

Jessica Braddock, Board Secretary



Budget/Schedule Delay

Potential Budget/Schedule Delay

On Time/On Budget

MONTHLY PROGRESS REPORT No. 010

El Dorado Hills Fire Department

Project Name: EDHFTC

Period Ending: January 31, 2023



EL DORADO HILLS
FIRE DEPARTMENT
"Serving the Communities of El Dorado Hills. Rescue and Restore."

Scope:

Surveys, grading, underground plumbing, electrical, earthwork, asphalt concrete paving, concrete paving, site concrete, chain link fences and gates, decorative metal fences and gates, irrigation system, planting, site utilities, construction of 2 new training buildings and 1 new outdoor classroom with restrooms.

Summary

Original Contract Amount: **\$11,712,034.00**

Contract Budget Status:

Original Contract Amount with Contingency and allowances;	\$11,712,034.00
Original Shared Contingency:	\$856,447.00
Original Shared Allowances:	\$150,000.00
Amount Billed to Date:	\$8,850,519.31
Retainage:	\$442,526.00

Remaining Balance Including Retainage:	\$3,304,040.69
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Percent of Construction Complete:	75.57%
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Remaining Contingency:	\$649,284.00
Remaining Allowances:	\$150,000.00

Progress Photos:



Photo taken on 01.31.23



Photo taken on 01.27.23

Progress This Period:

- Form Elevated High Roof Slab on Building 1
- Place Shotcrete Building 1 High Roof
- Metal stairs and rails delivered.
- Doors Installed in Building 2
- Metal roof framing at building 2 started.
- Install Fire Brick in Building 1 and Building 2
- Install Roofing on Building 3
- Install drinking fountain in Building 3
- Rough in Electrical and HVAC in Building 3
- Perimeter Site Fence

Anticipated Progress Next Period:

- Form Building 1 Low Roof
- Shotcrete Building 1 Low Roof
- Install Cold Applied Asphalt Roof on Building 2
- Seal Interior and Exterior of Building 2
- Set Finish Electrical and HVAC in Building 3
- Thermal Liner Panel Installation to begin.
- Paint Restrooms in Building 3
- Install Trash Enclosure Gates.
- Install Stone Veneer.
- Set Rolling Steel Gate & Controls

- Perimeter Site Fence

Changes/Clarifications:

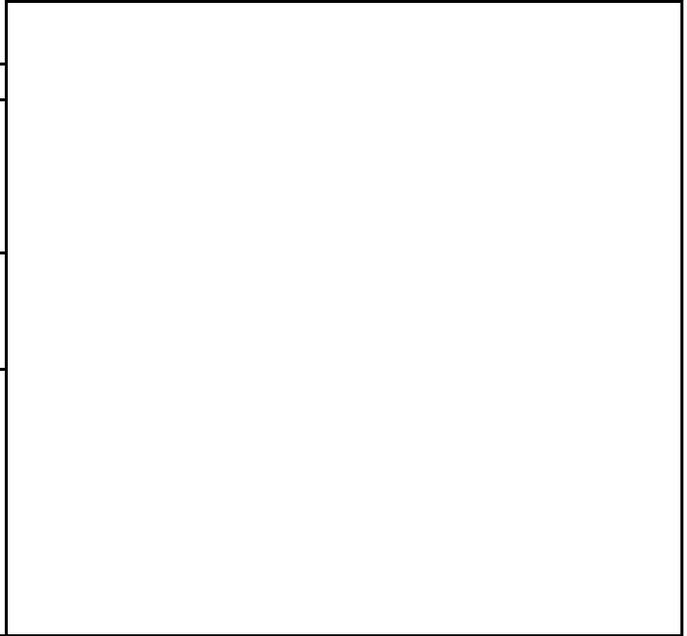
- RFI #134 thru 146.

Issues:

- No Issues.

Project Team:

Owner:	El Dorado Hills Fire Department
Architect:	RDC
Construction Manager:	Roebbelen
Contractor:	DG Granade



MASTER SERVICES AGREEMENT
for
ARCHITECTURAL/ENGINEERING SERVICES
For the El Dorado Hills Fire Department
MSA Agreement

February 2023

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of February 3, 2023 ("Effective Date") is by and between the **El Dorado Hills Fire Department** (hereinafter "Department"), and **PBK Architects**, a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, manages the design and construction of new facilities and major repairs and remodeling of existing facilities for Department-owned and leased general government buildings and grounds; and

WHEREAS; Department is in need of expert professional services, including but not limited to architectural/engineering services to deliver the projects in compliance with the approved scope, budget and schedule; and

WHEREAS, Consultant represents that it is a duly qualified and licensed Architectural Firm experienced in architectural design and related services; and

WHEREAS, in the judgment of the Board of Directors, it is necessary and desirable to employ the services of a Consultant for various projects on an as-needed basis.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Service.

1.1 Consultant's Specified Services. Consultant shall perform consulting and other related services as requested from time to time by the Capital Projects Manager as the Capital Projects Manager, in its sole discretion, deems appropriate. All work will be issued incrementally with a documented scope and budget in the form of a Task Order which shall be approved by the Department Representative for Task Orders

not to exceed \$50,000, Task Orders between \$50,000 and \$100,000 will be approved by Fire Chief, all Task Orders over \$100,000, the Fire Board will give the Board President authorization to sign task orders on their behalf after approval by the Fire Board. The Department does not guarantee any minimum or maximum amount of work under this Agreement. Consultant shall receive compensation in an amount set by each Task Order, and to the extent applicable, according to the schedule of hourly rates and costs that will be agreed upon after the initial signing.

Although Consultant selected under this RFQ is considered pre-qualified to provide consulting services for a certain range of Department projects, the Department makes no representation or warranty as to the frequency, number, or types of projects that will be assigned to Consultant. Department reserves the right to request fee proposals from one or more pre-qualified consultants for the same scope of services. Services shall be performed within specified times and dates pursuant to Article 7.

1.2 Cooperation with Department. Consultant shall cooperate with Department and Department staff in the performance of all work hereunder.

1.3 Performance Standard.

- a. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in the Consultant's profession. Department has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it is understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If Department determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Department, in its sole discretion, shall have the right to do any or all of the following:
 - (a) require Consultant to meet with Department to review the quality of the work and resolve matters of concern;
 - (b) require Consultant to repeat the work at no additional charge until it is satisfactory;
 - (c) terminate this Agreement pursuant to the provisions of Article 4; or
 - (d) pursue any and all other remedies at law or in equity.
- b. Drawing and specification electronic file format. Consultant shall produce all plans, for all disciplines, using Autodesk's AutoCAD, latest release for Microsoft Windows, or minimum AutoCAD 2013 release. All specification sections shall be produced using Microsoft Word, latest release for Microsoft Windows. Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete set of drawings and specifications on disk is produced for use in bidding and construction of the project. At completion of the bidding phase, Consultant will complete a

conforming set of construction documents integrating the addenda with plans and specifications prior to construction starting. Consultant shall submit to Department a copy of Conformed Construction Documents on disk in each of the following formats:

Drawings:

- 1) Auto Desk AutoCAD latest version (or min AutoCAD 2011) DWG format, with all XRef's bound into each primary drawing file. Include copies of any non-Auto CAD standard plot style files and text style files used; and
- 2) Adobe Acrobat PDF format - one file containing the entire set of drawings is preferred; however, for large projects, separate files for each discipline will be acceptable.

Specifications:

- 1) Microsoft Word DOC format; and
- 2) Adobe Acrobat PDF Format

- c. Record documents: Consultant shall prepare the Record Documents. Conformed Construction Documents may be used by Consultant to produce the Record Drawings, if requested by Department, as follows: Consultant will make the Record Document corrections based on Consultant's request for information responses, observable conditions during site visits, known changes to the Contract Documents, and information provided by Contractor and/or Department. Using the Contract Document set of Auto Cad drawings. Consultant will prepare the Record Drawings. Upon Consultant's completion of the Record Drawings, the electronic files will be submitted to Department in original form and in Adobe Acrobat PDF form. Consultant will also submit complete corrected specifications in Microsoft Word format (latest Microsoft Windows release). Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete and final set of drawings and specifications (Record Documents) on disk is produced for Department's use.
- d. Consultant shall provide a separate fee in its fee proposal to prepare final record documents. At the completion of project, Department may elect not to require Consultant to prepare final record documents. In this case, a deductive amendment to Consultant's agreement will be prepared by County in the amount Consultant stated in its fee proposal to prepare final records documents.

1.4 Assigned Personnel.

Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Department, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Department.

a. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Department to be key personnel whose services were a material inducement to Department to enter into this Agreement, and without whose services Department would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Department.

c. Consultant shall require all personnel and sub-consultants performing work hereunder in Department 's secured facilities, including but not limited to all fire stations, fire administration, or associated properties. To the extent applicable, or upon Department 's request, Consultant agrees to comply with all background check requirements.

d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

2.1 For all services and incidental costs required under any Task Order issued hereunder, Consultant shall be paid on either a lump sum or a time and material/expense basis as the parties may stipulate in the Task Order. Each Task Order shall forth the payment structure for the services therein contemplated. In no event shall total payments to Consultant exceed **Two Million Dollars (\$2,000,000.00) for the length of the contract term.** Consultant shall submit its bills in arrears in a form approved by the Department's Fire Chief or his/her designee, the Department's Fire Board, or a combination therein. For services performed on a time and materials basis, bills shall be submitted monthly and shall show or include: (i) the task(s) performed; (ii) the time in no less than quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement or by any Task Order issued hereunder, shall not be reimbursed. Reimbursable expenses may include printing, postage, and out of state travel, as stated in any approved Task Order. For services performed on a lump sum basis, bills shall be submitted upon completion of specified deliverables, as further detailed in the Task Order. Unless otherwise noted in this Agreement, payments shall be made within the normal course of Department business after presentation of an invoice in a form approved by the Department for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Department.

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, the Department shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, Department requires reasoning as to why Consultant does not qualify, in order for payment to be made. By signing either form, the Consultant agrees to promptly notify the Department of any changes in the facts. Forms should be sent to the Department pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Department with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from Effective Date to three (3) years from the "Effective Date" unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Department shall have the right, in its sole discretion, to terminate this Agreement by giving five days written notice to Consultant.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Department may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Department all work and materials and shall submit to Department an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination. Upon termination of this Agreement by Department, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant

bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Department terminates the Agreement for cause pursuant to Section 4.2, Department shall deduct from such amount the amount of damage, if any, sustained by Department by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of the Department. In addition, the Fire Chief, in consultation with Legal Counsel, shall have the authority to terminate this Agreement on behalf of the Department.

5. Indemnification. To the greatest extent permitted by California Civil Code Section 2782.8, the Consultant shall indemnify, hold harmless and reimburse for cost to defend the District and its officers and employees only to the extent permitted by law, from claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers and employees during the performance of this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section.

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

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

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

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

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

Consultant shall, prior to commencement of work hereunder, supply Department with certificates evidencing such insurance with a blanket additional insured endorsement attached thereto adding Department (and its partners, officer, directors, members, shareholders, employees, contractors, managers, agents, parents, affiliates, and subsidiaries) as additional insureds under the Comprehensive General Liability insurance with respect to the Services and providing for thirty (30) days' written notice to Department prior to cancellation or modification thereof. Consultant's general and auto liability insurance shall be primary, with any maintained by Department being non-contributory. Within ten (10) days of the expiration of each insurance policy required hereunder, Consultant shall furnish Department with a certificate of insurance evidencing the renewal of policy continuing insurance in force as required by this Agreement. All such certificates of insurance shall be accompanied by a blanket additional insured endorsement.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Fire Chief or his/her designee in a form approved by Department legal review. The Department Board of Directors or Fire Chief must authorize all other extra or changed work. The parties expressly recognize that Department personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work, and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Department.

9. Representations of Consultant.

9.1 Standard of Care. Department has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Department shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Department and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Department provides its employees. In the event Department exercises its right to terminate this Agreement pursuant to Article 4 above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, Consultant has the obligation to inform the Department.

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Department harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes, and obligations. In case Department is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Department with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by Department, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with Department disclosing Consultant's or such other person's financial interests.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical condition's related to pregnancy, childbirth or breastfeeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with state and federal laws prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment of Rights. Consultant assigns to Department all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to the such actions as are necessary to protect the rights assigned to Department in this Agreement and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Department. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Department.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Department. Department shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Department all such documents, which have not already been provided to Department in such form or format, as Department deems appropriate. Such documents shall be and will remain the property of Department without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Department.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills, and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: DEPARTMENT: Maurice Johnson
Fire Chief
1050 Wilson Blvd.
El Dorado Hills, CA 95762
TEL: (916) 933-6623 FAX: (916) 933-5983

TO: CONSULTANT: PBK Architects
1110 Iron Point Road, Suite 200
Folsom, CA 95630
TEL: (916) 355-9922 FAX: (916) 355-9950

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any 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. Consultant and Department acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Department acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement, the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of El Dorado.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

By: PBK Architects

Name: _____

Title: _____

Date: _____

DEPARTMENT;

EL DORADO HILLS FIRE DEPARTMENT

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR DEPARTMENT:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR DEPARTMENT:

By: _____

Title: Fire Chief _____

Date: _____

By: _____

Title: President – Board of Directors _____

Date: _____