

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
EIGHT HUNDRED SIXTY FOURTH MEETING
Tuesday, April 25, 2023
5:00 p.m. Closed Session
6:00 p.m. Open Session
(1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: 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 54957.6; Conference with Labor Negotiators; items under negotiation: Memorandum of Understanding with the El Dorado Hills Professional Firefighters pertaining to wages and benefits; Agency Designated Representatives: Finance Committee, Directors Giraudo and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604
- 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 862nd Board meeting held March 16, 2023
 - B. Approve Minutes of the 863rd Special Board meeting held March 29, 2023
 - C. Approve Financial Statements and Check Register for March 2023
End Consent Calendar
- V. Presentation
 - A. CSDA Conference Presentation

- 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.
 - i. Fee Waiver Request
- VII. Correspondence
- VIII. Attorney Items
- IX. Committee Reports
 - A. Administrative Committee (Directors Bennett and Durante)
 - B. Finance Committee (Directors Giraudo and White)
 - C. Joint Powers Authority (Directors Giraudo and White)
 - D. Communications (Ad-Hoc) (Directors Durante and Hartley)
 - E. CRR Services (Ad-Hoc) (Directors Hartley and White)
 - F. 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. Review and approve Resolution 2023-02 of the Board of Directors to execute its statutory authority to abate weeds on properties which said weeds constitute a public nuisance
 - B. Review and discuss LAFCO Special District Election Ballot
 - C. Review and Approve Advanced Life Support Contract with the El Dorado County Emergency Services Authority
- XV. Old Business
 - A. Second reading and approval of Ordinance 2023-01 to consider a proposed Ordinance related to Hazardous Vegetation Management on Unimproved Parcels, and Declaring Certain Hazardous Vegetation and Combustible Materials a Public Nuisance, and Providing for the Removal Thereof
 - B. Training Facility Update
 - C. EDHCSD/EDHFD 2x2 update (Directors Bennett and Hartley)
- 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 SIXTY SECOND MEETING OF THE BOARD OF DIRECTORS

Thursday, March 16, 2023, 5:00 p.m.

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

I. CALL TO ORDER

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

II. CLOSED SESSION

- A. **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**
- B. **Closed Session pursuant to Government Code Section 64956.9 (d)(2); significant exposure to litigation; Two Potential Matters**

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

The meeting reconvened at 6:08 p.m. No action was taken in Closed Session.

III. PLEDGE OF ALLEGIANCE

IV. CONSENT CALENDAR

- A. **Approve Minutes of the 860th Special Board meeting held February 16, 2023**
- B. **Approve Minutes of the 861st Board meeting held February 16, 2023**
- C. **Approve Financial Statements and Check Register for February 2023**

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

V. PRESENTATION

- A. **Presentation of Life Saving Award** – Item taken out of order following Item X. Fire Chiefs Report. Chiefs Johnson and Hall presented a Life Saving Award to Captain Dan Nelson and the survivor, Karen, thanked him for his effort and care.
- B. **CSDA Conference Presentation** – Item continued to April.

VI. ORAL COMMUNICATIONS

- A. **EDH Professional Firefighters** – Item taken out of order following item V-A. Firefighter Nielsen, treasurer, reported that they are excited about Medic 49 being back in service and thanked the Board for acknowledging Captain Nelson.
- B. **EDH Firefighters Association** – None

C. **Public Comment** – None

VII. **CORRESPONDENCE** – None

VIII. **ATTORNEY ITEMS** – None

IX. **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 stated that El Dorado County Fire has staffed Medic 49 and Jessica Braddock has been appointed as the El Dorado Hills Fire Department representative on the JPA Finance Committee.

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.

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

- Staff has attended many key meetings and conferences, including the following:
 - Fire Task Force
 - Cal Chiefs
 - District Negotiations with Local 3604
 - FDAC Conference
 - Cal-JAC Committee meeting will be in April
- The BC academy went very well.
- The hosted training program has been very successful.

The Board paused the meeting to celebrate the Life Saving Award at 6:27 p.m.

The Board reconvened the meeting at 6:42 p.m.

XI. **OPERATIONS REPORT**

A. **Operations Report** (Receive and File) – Chief Hall reported that the academy recruits successfully graduated in February and are now online. He also explained the response time metrics in the report, highlighting that overall EMS call volume is up 16% from last year.

XII. **COMMUNITY RISK REDUCTION REPORT**

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

XIII. **FISCAL ITEMS** – Director of Finance Braddock stated she is working with the District's insurance broker to update the property replacement values and there will be an associated premium increase.

XIV. **NEW BUSINESS**

- A. **Review and approve agreement with 911 Vehicle for the conversion of the Training Captain Vehicle for a total not-to-exceed \$93,000** – Chief Hall presented a request to convert the Training Captain vehicle into a command vehicle.

Director White made a motion to approve agreement with 911 Vehicle for the conversion of the Training Captain Vehicle for a total not-to-exceed \$93,000, seconded by Director Durante, and unanimously carried.

XV. OLD BUSINESS

- A. **Training Facility Update** – Chief Hall reported that the training facility project remains on budget and there will be a very small timeline delay due to excessive rain. The updated estimated completion date is May 2, 2023.
- B. **EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)** – No report.

XVI. ORAL COMMUNICATIONS

- A. **Directors** – None.
- B. **Staff** – Chief Johnson thanked staff for their excellent work.

XVII. ADJOURNMENT

The meeting adjourned at 6:59 p.m.

Approved:

John Giraud, 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 COUNTY WATER DISTRICT

EIGHT HUNDRED SIXTY THIRD MEETING OF THE BOARD OF DIRECTORS

Wednesday, March 29, 2023, 2:00 p.m.

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

I. CALL TO ORDER

President Girauco called the meeting to order at 2:00 p.m. Directors in attendance: Bennett, Durante, Girauco, and Hartley, and White. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance.

II. PLEDGE OF ALLEGIANCE

III. NEW BUSINESS

A. **Public Hearing: Introduction and First Reading of Ordinance 2023-01 to consider a proposed Ordinance related to Hazardous Vegetation Management on Unimproved Parcels, and Declaring Certain Hazardous Vegetation and Combustible Materials a Public Nuisance –**

The public hearing was opened at 2:02 p.m.

Chief Phillips presented a vegetation management ordinance for the Board's consideration, explaining that the new ordinance will replace the need for the Board to approve an annual resolution initiating the program.

The public hearing was closed at 2:24 p.m.

Director Bennett made a motion to hold the second reading and approval of Ordinance 2023-01 at the regular April Board meeting on April 25, 2023, seconded by Director White and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

IV. ADJOURNMENT

The meeting adjourned at 2:28 p.m.

Approved:

John Girauco, 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 March 31, 2023



| | | | | (Target 75%) | | |
|---|-------------------------|----------------------|------------------------------|---|-------------------------------------|--|
| | Final Budget FY22/23 | Actual March 2023 | Actual YTD March 31, 2023 | Variance YTD Actual to Full Year Budget | YTD Actual % of Full Year Budget | Notes/Comments |
| Revenue | | | | | | |
| 3240 · Tax Revenue | | | | | | |
| 3260 · Secured Tax Revenue | 22,548,795 | 409,818 | 12,904,029 | (9,644,766) | | |
| 3270 · Unsecured Tax Revenue | 432,189 | 1,080 | 423,636 | (8,553) | | |
| 3280 · Homeowners Tax Revenue | 153,640 | - | 78,624 | (75,016) | | |
| 3320 · Supplemental Tax Revenue | 600,000 | 54,804 | 646,111 | 46,111 | | Property tax revenue on target to budget |
| 3330 · Sacramento County Revenue | 31,000 | - | 28,047 | (2,953) | | |
| 3335 · Latrobe Revenue | | | | - | | |
| 3335.2 · Latrobe Special Tax | 35,000 | 720 | 21,948 | (13,052) | | |
| 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 | 466,423 | 14,102,395 | (9,371,578) | 60% | |
| 3500 · Misc. Operating Revenue | | | | | | |
| 3506 · CRRD Cost Recovery Fees | 610,000 | 85,204 | 545,207 | (64,793) | 89% | Timing of collection |
| 3507 · Hosted Training Revenue | 95,000 | 22,917 | 213,590 | 118,590 | 225% | 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 | - | 918,344 | (231,656) | 80% | Timing of collection |
| 3513 · Rental Income (Cell site) | 54,180 | 4,515 | 40,635 | (13,545) | 75% | |
| 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 | 45,198 | 712,758 | (287,242) | 71% | |
| 3520 · Interest Earned | 130,000 | 1,124 | 126,074 | (3,926) | 97% | Interest earnings trending higher than budget due to rises in interest rates |
| 3500 · Misc. Operating Revenue - Other | 90,000 | 12,977 | 144,690 | 54,690 | 161% | Workers' Compensation Dividends received in Jul-22; higher workers' compensation reimbursements than assumed in budget |
| Total 3500 · Misc. Operating Revenue | 3,283,985 | 171,936 | 2,706,094 | (577,891) | 82% | |
| Total Operating Revenue | \$ 26,757,958 | \$ 638,359 | \$ 16,808,490 | \$ (9,949,468) | 63% | |
| 3550 · Development Fee | | | | | | |
| 3560 · Development Fee Revenue | 1,400,000 | 229,228 | 837,974 | (562,026) | 60% | Development fee collections trending lower than budget |
| 3561 · Development Fee Interest | - | 10,373 | 68,898 | 68,898 | 100% | |
| Total 3550 · Development Fee | 1,400,000 | 239,600 | 906,872 | (493,128) | 65% | |
| 3568 · Proceeds from Insurance | - | - | - | - | 0% | |
| 3570 · Proceeds from Sale of Assets | - | - | - | - | 0% | |
| Total Revenue | \$ 28,157,958 | \$ 877,959 | \$ 17,715,362 | \$ (10,442,596) | 63% | |

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



| | | | | (Target 75%) | | |
|--|-------------------------|----------------------|------------------------------|---|-------------------------------------|--|
| | Final Budget FY22/23 | Actual March 2023 | Actual YTD March 31, 2023 | Variance YTD Actual to Full Year Budget | YTD Actual % of Full Year Budget | Notes/Comments |
| Expenditures | | | | | | |
| 6000 · Salaries & Wages | | | | | | |
| 6001 · Salaries & Wages, Fire | 7,833,151 | 608,181 | 5,706,173 | 2,126,978 | 73% | |
| 6011 · Education/Longevity Pay | 487,850 | 39,354 | 362,223 | 125,627 | 74% | |
| 6015 · Salaries & Wages, CRRD | 835,897 | 62,141 | 599,578 | 236,320 | 72% | |
| 6016 · Salaries & Wages, Administration | 802,113 | 54,918 | 499,242 | 302,870 | 62% | |
| 6019 · Overtime | | | | | | |
| 6019.1 · Overtime, Operational | 2,070,399 | 55,072 | 1,535,582 | 534,817 | 74% | |
| 6019.2 · Overtime, Outside Aid | 826,446 | 113,272 | 583,952 | 242,494 | 71% | |
| Total 6019 · Overtime | 2,896,845 | 168,344 | 2,119,534 | 777,311 | 73% | |
| 6020 · P.E.R.S. Retirement | 3,619,325 | 145,433 | 3,164,348 | 454,977 | 87% | Annual required lump sum payments made in Jul-22 |
| 6030 · Workers Compensation | 754,353 | 74,306 | 639,650 | 114,703 | 85% | Premium increase effective Jan-23 |
| 6031 · Life Insurance | 7,118 | 479 | 4,668 | 2,450 | 66% | |
| 6032 · P.E.R.S. Health Benefits | 1,951,037 | 166,688 | 1,568,238 | 382,799 | 80% | Paid Apr premium in Mar |
| 6033 · Disability Insurance | 22,066 | 3,717 | 17,965 | 4,101 | 81% | |
| 6034 · Health Cost of Retirees | 1,187,065 | 73,247 | 1,026,445 | 160,619 | 86% | CERBT Lump Sum Payment made in Sep-22; paid Apr premium in Mar |
| 6040 · Dental/Vision Expense | 254,520 | 34,248 | 191,367 | 63,153 | 75% | |
| 6050 · Unemployment Insurance | 15,120 | 140 | 13,239 | 1,881 | 88% | |
| 6070 · Medicare | 183,615 | 13,782 | 139,159 | 44,457 | 76% | |
| Total 6000 · Salaries & Wages | 20,850,075 | 1,444,977 | 16,051,829 | 4,798,246 | 77% | |
| 6100 · Clothing & Personal Supplies | | | | | | |
| 6101 · Uniform Allowance | 54,867 | 77 | 52,093 | 2,773 | 95% | Uniform allowance paid in Jul-22 and Jan-23 |
| 6102 · Other Clothing & Personal Supplies | 61,970 | 16,049 | 53,156 | 8,814 | 86% | |
| Total 6100 · Clothing & Personal Supplies | 116,837 | 16,126 | 105,250 | 11,587 | 90% | |
| 6110 · Network/Communications | | | | | | |
| 6111 · Telecommunications | 51,720 | 3,954 | 40,782 | 10,937 | 79% | |
| 6112 · Dispatch Services | 70,000 | 22,099 | 22,099 | 47,901 | 32% | Timing of Q1-Q2 22/23 dispatch invoices |
| 6113 · Network/Connectivity | 90,883 | 1,393 | 42,002 | 48,882 | 46% | |
| Total 6110 · Communications | 212,603 | 27,446 | 104,883 | 107,720 | 49% | |

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



| | | | | (Target 75%) | | |
|--|-------------------------|----------------------|------------------------------|---|-------------------------------------|--|
| | Final Budget FY22/23 | Actual March 2023 | Actual YTD March 31, 2023 | Variance YTD Actual to Full Year Budget | YTD Actual % of Full Year Budget | Notes/Comments |
| 6120 · Housekeeping | 67,204 | 5,107 | 54,002 | 13,202 | 80% | |
| 6130 · Insurance | | | | | | |
| 6131 · General Insurance | 120,000 | - | 97,870 | 22,130 | 82% | 2022-23 premium through Apr-23 paid in Dec-22 |
| Total 6130 · Insurance | 120,000 | - | 97,870 | 22,130 | 82% | |
| 6140 · Maintenance of Equipment | | | | | | |
| 6141 · Tires | 25,000 | - | 25,159 | (159) | 101% | |
| 6142 · Parts & Supplies | 55,000 | 8,311 | 65,908 | (10,908) | 120% | |
| 6143 · Outside Work | 70,000 | 602 | 14,106 | 55,894 | 20% | |
| 6144 · Equipment Maintenance | 45,020 | 5,786 | 16,740 | 28,280 | 37% | |
| 6145 · Radio Maintenance | 22,950 | 7,170 | 23,630 | (680) | 103% | |
| Total 6140 · Maintenance of Equipment | 217,970 | 21,869 | 145,543 | 72,427 | 67% | Timing of maintenance |
| 6150 · Facilities Maintenance | 397,308 | 8,199 | 110,949 | 286,359 | 28% | Timing of facilities projects |
| 6160 · Medical Supplies | | | | | | |
| 6161 · Medical Supplies | 50,000 | 4,747 | 35,261 | 14,739 | 71% | |
| Total 6160 · Medical Supplies | 50,000 | 4,747 | 35,261 | 14,739 | 71% | Subscriptions paid for Business Park Homeowners, LCW ERC Membership, Cal Fire Chiefs Annual Membership, FDAC Annual Membership |
| 6170 · Dues and Subscriptions | 17,319 | 470 | 14,957 | 2,362 | 86% | |
| 6180 · Miscellaneous | | | | | | |
| 6017 · Intern/Volunteer Stipends | 4,500 | - | 975 | 3,525 | 22% | |
| 6018 · Director Pay | 16,000 | 1,900 | 8,000 | 8,000 | 50% | |
| 6181 · Miscellaneous | 13,000 | 8 | 6,898 | 6,102 | 53% | |
| 6182 · Honor Guard | 4,000 | - | 1,204 | 2,796 | 30% | |
| 6183 · Explorer Program | 2,500 | - | 5,878 | (3,378) | 235% | |
| 6184 · Pipes and Drums | - | - | - | - | 0% | |
| Total 6180 · Miscellaneous | 40,000 | 1,908 | 22,955 | 17,045 | 57% | |
| 6190 · Office Supplies | 37,106 | 1,954 | 26,397 | 10,709 | 71% | |
| 6200 · Professional Services | | | | | | |
| 6201 · Audit | 15,900 | - | 15,900 | - | 100% | Financial statement audit completion Dec-22; ACFR review Jan-23 |
| 6202.1 · Legal Fees | 142,000 | 7,278 | 88,255 | 53,745 | 62% | |
| 6202.2 · Human Resources | 96,550 | 10,625 | 65,989 | 30,561 | 68% | |

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



| | | | | (Target 75%) | | |
|---|-------------------------|----------------------|------------------------------|---|-------------------------------------|---|
| | Final Budget FY22/23 | Actual March 2023 | Actual YTD March 31, 2023 | Variance YTD Actual to Full Year Budget | YTD Actual % of Full Year Budget | Notes/Comments |
| 6203 · Notices | 700 | 421 | 808 | (108) | 115% | |
| 6204 · Other Professional Services | 176,464 | 12,492 | 81,933 | 94,530 | 46% | Timing of budgeted consulting projects |
| 6205 · Elections/Tax Administration | - | - | - | - | 0% | |
| 6206 · Public Relations | 18,850 | - | 10,697 | 8,153 | 57% | |
| Total 6200 · Professional Services | 450,464 | 30,815 | 263,582 | 186,881 | 59% | |
| 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 | 14,843 | 173,163 | 8,130 | 96% | |
| 6212 · IT Support/Implementation | 234,272 | 10,100 | 136,047 | 98,225 | 58% | |
| 6213 · IT Equipment | 170,010 | - | 48,333 | 121,677 | 28% | Timing of budgeted purchases |
| Total 6210 · Information Technology | 585,575 | 24,943 | 357,544 | 228,031 | 61% | |
| 6220 · Rents and Leases | | | | | | |
| 6221 · Facilities/Equipment Lease | 83,064 | 5,106 | 50,677 | 32,387 | 61% | |
| 6222 · Solar Lease | - | - | - | - | 0% | |
| Total 6220 · Rents and Leases | 83,064 | 5,106 | 50,677 | 32,387 | 61% | |
| 6230 · Small Tools and Supplies | 100,445 | 13,609 | 107,350 | (6,905) | 107% | SCBA Facepieces, Voice Amplifiers, Tool Adapters received Oct-22 |
| 6240 · Special Expenses | | | | | | |
| 6241 · Non-Hosted Training | 185,337 | 10,450 | 70,662 | 114,675 | 38% | Timing of outside training |
| 6241.1 · EDC Hosted Training | 85,000 | 8,625 | 72,663 | 12,337 | 85% | Timing of instructor invoices |
| 6242 · Fire Prevention | 131,060 | - | 57,285 | 73,775 | 44% | Timing of pre-plans |
| Total 6240 · Special Expenses | 401,397 | 19,075 | 200,609 | 200,788 | 50% | |
| 6250 · Transportation and Travel | | | | | | |
| 6251 · Fuel and Oil | 140,000 | 13,040 | 100,930 | 39,070 | 72% | |
| 6252 · Travel | 42,000 | 700 | 22,352 | 19,648 | 53% | |
| 6253 · Meals & Refreshments | 23,000 | 371 | 21,117 | 1,883 | 92% | |
| Total 6250 · Transportation and Travel | 205,000 | 14,111 | 144,400 | 60,600 | 70% | |
| 6260 · Utilities | | | | | | |
| 6261 · Electricity | 40,000 | 2,665 | 32,225 | 7,775 | 81% | Impact of rate increases |
| 6262 · Natural Gas/Propane | 35,000 | 10,342 | 40,526 | (5,526) | 116% | Impact of rate increases and CA natural gas emergency |
| 6263 · Water/Sewer | 20,500 | - | 11,322 | 9,178 | 55% | |
| Total 6260 · Utilities | 95,500 | 13,007 | 84,073 | 11,427 | 88% | |
| Total Operating Expenditures | \$ 24,047,866 | \$ 1,653,468 | \$ 17,978,131 | \$ 6,069,735 | 75% | |

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



| | Final Budget FY22/23 | Actual March 2023 | Actual YTD March 31, 2023 | Variance YTD Actual to Full Year Budget | (Target 75%) YTD Actual % of Full Year Budget | Notes/Comments |
|--|-------------------------|----------------------|------------------------------|---|---|----------------|
| Operating Revenue - Operating Expenditures | \$ 2,710,092 | \$ (1,015,109) | \$ (1,169,641) | \$ 3,879,733 | | |
| 6570 · OPEB UAL Lump Sum Payment | - | - | - | - | 0% | |
| 6720 · Capital Outlay | 11,657,609 | 673,468 | 8,202,408 | 3,455,202 | 70% | |
| Total Expenditures | \$ 35,705,476 | \$ 2,326,936 | \$ 26,180,539 | \$ 9,524,937 | 73% | |
| Total Revenue - Total Expense | \$ (7,547,518) | \$ (1,448,977) | \$ (8,465,177) | \$ (917,659) | | |
| <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

4/18/2023 9:59 AM

Register: 1000 · Bank of America
 From 03/01/2023 through 03/31/2023
 Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|--------|--------------------------|----------------------------|-------------------|-----------|---|------------|------------|
| 03/01/2023 | EFT | Sterling Administrati... | -split- | | 4,147.39 | X | | 111,964.00 |
| 03/01/2023 | EFT | El Dorado Disposal ... | -split- | | 965.76 | X | | 110,998.24 |
| 03/02/2023 | EFT | VSP Vision Care | 6043 · Vision Insurance | Mar-23 | 985.35 | X | | 110,012.89 |
| 03/02/2023 | EFT | De Lage Landen Fina... | -split- | Account # 159... | 175.03 | X | | 109,837.86 |
| 03/02/2023 | EFT | Sterling Administrati... | -split- | | 1,204.70 | X | | 108,633.16 |
| 03/02/2023 | EFT | Sterling Administrati... | -split- | | 496.40 | X | | 108,136.76 |
| 03/02/2023 | 26038 | ACC Business | -split- | | 1,137.58 | X | | 106,999.18 |
| 03/02/2023 | 26039 | Aflac | 2100 · Payroll Liabilities | Inv # 800521 | 680.14 | X | | 106,319.04 |
| 03/02/2023 | 26040 | Allstar Fire Equipme... | -split- | | 4,026.20 | X | | 102,292.84 |
| 03/02/2023 | 26041 | Aramark | 6120 · Housekeeping | Acct. # 175878... | 41.20 | X | | 102,251.64 |
| 03/02/2023 | 26042 | Brian K Veerkamp | 6034 · Health Cost of ... | | 494.70 | X | | 101,756.94 |
| 03/02/2023 | 26043 | Caltronics Business ... | -split- | | 26.64 | X | | 101,730.30 |
| 03/02/2023 | 26044 | C&H Motor Parts | 6142 · Parts & Supplies | | 218.24 | X | | 101,512.06 |
| 03/02/2023 | 26045 | CA Assoc. of Profess... | -split- | March 2023 | 1,829.00 | X | | 99,683.06 |
| 03/02/2023 | 26046 | Datacate, Inc. | -split- | Invoice # 2046... | 10,334.00 | X | | 89,349.06 |
| 03/02/2023 | 26047 | David Taussig and A... | 6204 · Other Professio... | Invoice # 2301... | 1,324.84 | X | | 88,024.22 |
| 03/02/2023 | 26048 | Emigh Ace of El Dor... | 6233 · Station Tools/S... | | 99.39 | X | | 87,924.83 |
| 03/02/2023 | 26049 | InterState Oil Compa... | -split- | | 4,683.62 | X | | 83,241.21 |
| 03/02/2023 | 26050 | Liberty Bell Smart H... | -split- | Invoice # 650582 | 74.99 | X | | 83,166.22 |
| 03/02/2023 | 26051 | L.N. Curtis & Sons | -split- | | 10,440.37 | X | | 72,725.85 |
| 03/02/2023 | 26052 | Motorola Solutions Inc | 6145 · Radio Maintena... | Customer Acct... | 711.50 | X | | 72,014.35 |
| 03/02/2023 | 26053 | Sutphen Corporation | 6142 · Parts & Supplies | | 3,852.81 | X | | 68,161.54 |
| 03/02/2023 | 26054 | Triangle Well Drilling | 3506 · CRRD Cost Rec... | Refund Rescue ... | 355.35 | X | | 67,806.19 |
| 03/02/2023 | 26055 | Chase Bank | 2029 · Other Payable | Feb-23 | 450.00 | X | | 67,356.19 |
| 03/02/2023 | 26056 | Wells Fargo Bank | 2026 · EDH Associate... | Feb-23 | 5,630.30 | X | | 61,725.89 |
| 03/02/2023 | 26057 | Bobbi Bennett | -split- | Jan/Feb-23 | 300.00 | X | | 61,425.89 |
| 03/02/2023 | 26058 | Greg F. Durante (Dir... | -split- | Feb-23 | 200.00 | X | | 61,225.89 |
| 03/02/2023 | 26059 | Charles J. Hartley | -split- | Jan/Feb-23 | 300.00 | X | | 60,925.89 |
| 03/02/2023 | 26060 | John Giraudo | -split- | Jan/Feb-23 | 500.00 | X | | 60,425.89 |
| 03/02/2023 | 26061 | Timothy J. White | -split- | Jan/Feb-23 | 600.00 | X | | 59,825.89 |
| 03/03/2023 | | Transfer from Paypal | 1010 · Paypal | Deposit | | X | 79,090.79 | 138,916.68 |
| 03/03/2023 | EFT | Sterling Administrati... | -split- | | 853.10 | X | | 138,063.58 |
| 03/06/2023 | | Transfer from LAIF | 1074 · Local Agency I... | Confirm #1684... | | X | 800,000.00 | 938,063.58 |
| 03/06/2023 | EFT | P. G. & E. | -split- | | 12.12 | X | | 938,051.46 |
| 03/07/2023 | EFT | Sterling Administrati... | -split- | | 384.56 | X | | 937,666.90 |
| 03/07/2023 | EFT | Sterling Administrati... | -split- | | 4,438.30 | X | | 933,228.60 |
| 03/07/2023 | EFT | Sterling Administrati... | -split- | | 200.00 | X | | 933,028.60 |
| 03/08/2023 | EFT | Sterling Administrati... | -split- | | 500.00 | X | | 932,528.60 |
| 03/09/2023 | EFT | Nationwide Retireme... | -split- | PR23-3-1 | 22,671.10 | X | | 909,857.50 |
| 03/09/2023 | EFT | P.E.R.S. ING | -split- | PR23-3-1 | 2,436.23 | X | | 907,421.27 |

El Dorado Hills Fire Department

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Register: 1000 · Bank of America
 From 03/01/2023 through 03/31/2023
 Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|----------|--------------------------|---------------------------|--------------------|------------|---|--------------|--------------|
| 03/09/2023 | EFT | P.E.R.S. Retirement | -split- | PR23-3-1 | 118,162.19 | X | | 789,259.08 |
| 03/09/2023 | EFT | Sterling Administrati... | -split- | | 768.00 | X | | 788,491.08 |
| 03/09/2023 | EFT | Sterling Administrati... | -split- | | 1,865.06 | X | | 786,626.02 |
| 03/09/2023 | EFT | Sterling Administrati... | -split- | | 127.50 | X | | 786,498.52 |
| 03/09/2023 | 26062 | Greg F. Durante (Dir... | -split- | CSDA Leaders... | 730.64 | X | | 785,767.88 |
| 03/09/2023 | PR23-3-1 | | -split- | Total Payroll T... | 81,063.72 | X | | 704,704.16 |
| 03/09/2023 | PR23-3-1 | | 1000 · Bank of Americ... | Direct Deposit | 298,917.74 | X | | 405,786.42 |
| 03/09/2023 | PR23-3-1 | | 1000 · Bank of Americ... | Payroll Checks | | X | | 405,786.42 |
| 03/10/2023 | EFT | ADP | 6204 · Other Professio... | Payroll Process... | 1,048.60 | X | | 404,737.82 |
| 03/10/2023 | EFT | ADP HCM | -split- | Workforce No... | 435.60 | X | | 404,302.22 |
| 03/10/2023 | EFT | Sterling Administrati... | 6204 · Other Professio... | Feb-23 | 380.00 | X | | 403,922.22 |
| 03/10/2023 | EFT | P. G. & E. | -split- | | 3,144.91 | X | | 400,777.31 |
| 03/11/2023 | EFT | Sterling Administrati... | -split- | | 60.00 | X | | 400,717.31 |
| 03/13/2023 | EFT | U.S. Bank Telepay | 2010 · Accounts Payable | Reference # 18... | 47,557.04 | X | | 353,160.27 |
| 03/13/2023 | EFT | Verizon Wireless | -split- | Feb-23 | 3,335.58 | X | | 349,824.69 |
| 03/14/2023 | EFT | Sterling Administrati... | -split- | | 65.69 | X | | 349,759.00 |
| 03/14/2023 | EFT | Sterling Administrati... | -split- | | 605.43 | X | | 349,153.57 |
| 03/14/2023 | EFT | Sterling Administrati... | -split- | | 356.98 | X | | 348,796.59 |
| 03/15/2023 | | Transfer from LAIF | 1074 · Local Agency I... | Confirm #1685... | | X | 1,500,000.00 | 1,848,796.59 |
| 03/15/2023 | | | -split- | Deposit | | | 514.80 | 1,849,311.39 |
| 03/15/2023 | | | 6204 · Other Professio... | Service Charge | 494.06 | X | | 1,848,817.33 |
| 03/15/2023 | EFT | De Lage Landen Fina... | -split- | Account # 152... | 301.30 | X | | 1,848,516.03 |
| 03/15/2023 | 26063 | Absolute Office Solu... | -split- | | 269.27 | X | | 1,848,246.76 |
| 03/15/2023 | 26064 | A-CHECK | 6202.2 · Human Resou... | Inv # 59-07009... | 27.50 | X | | 1,848,219.26 |
| 03/15/2023 | 26065 | Advanced IPM | -split- | | 128.00 | X | | 1,848,091.26 |
| 03/15/2023 | 26066 | Aramark | -split- | Acct. # 175878... | 87.52 | X | | 1,848,003.74 |
| 03/15/2023 | 26067 | Arnolds for Awards | -split- | | 1,249.57 | X | | 1,846,754.17 |
| 03/15/2023 | 26068 | AT&T | -split- | Feb-23 | 215.92 | X | | 1,846,538.25 |
| 03/15/2023 | 26069 | Burton's Fire | 6142 · Parts & Supplies | Inv # S 59745 | 104.45 | X | | 1,846,433.80 |
| 03/15/2023 | 26070 | Cal Fire | 6241.1 · EDC Hosted ... | | 1,950.00 | X | | 1,844,483.80 |
| 03/15/2023 | 26071 | Caltronics Business ... | -split- | | 1,231.53 | X | | 1,843,252.27 |
| 03/15/2023 | 26072 | Datacate, Inc. | -split- | Invoice # 2047... | 234.00 | X | | 1,843,018.27 |
| 03/15/2023 | 26073 | DG Granade | 6720 · Capital Outlay | Application # 11 | 641,270.70 | X | | 1,201,747.57 |
| 03/15/2023 | 26074 | EDC Air Quality Ma... | 6144 · Equipment Mai... | | 790.84 | X | | 1,200,956.73 |
| 03/15/2023 | 26075 | El Dorado County E... | -split- | Invoice # EDC... | 22,098.80 | | | 1,178,857.93 |
| 03/15/2023 | 26076 | El Dorado Disposal ... | -split- | 2/13/23 | 406.06 | X | | 1,178,451.87 |
| 03/15/2023 | 26077 | Ferrell Gas | -split- | Account # 886... | 2,182.97 | X | | 1,176,268.90 |
| 03/15/2023 | 26078 | Fit Guard | -split- | | 572.94 | X | | 1,175,695.96 |
| 03/15/2023 | 26079 | Genuine Parts Comp... | -split- | | 762.45 | X | | 1,174,933.51 |
| 03/15/2023 | 26080 | Golden State Emerge... | 6143 · Outside Work | | 601.62 | X | | 1,174,331.89 |

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| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|--------|--------------------------|----------------------------|-------------------|-----------|---|-----------|--------------|
| 03/15/2023 | 26081 | Green Valley Road S... | 6221 · Facilities/Equip... | Tenant # 68863... | 360.00 | X | | 1,173,971.89 |
| 03/15/2023 | 26082 | Larry R. Fry | -split- | | 461.60 | X | | 1,173,510.29 |
| 03/15/2023 | 26083 | The Home Depot Pro | -split- | | 1,681.55 | X | | 1,171,828.74 |
| 03/15/2023 | 26084 | InterState Oil Compa... | -split- | | 3,299.72 | X | | 1,168,529.02 |
| 03/15/2023 | 26085 | L.N. Curtis & Sons | -split- | | 4,217.11 | X | | 1,164,311.91 |
| 03/15/2023 | 26086 | Life Assist | -split- | | 599.39 | X | | 1,163,712.52 |
| 03/15/2023 | 26087 | Managed Health Net... | 6204 · Other Professio... | Invoice # PRM... | 654.59 | X | | 1,163,057.93 |
| 03/15/2023 | 26088 | Mercury Medical | 6161 · General Medica... | | 184.44 | | | 1,162,873.49 |
| 03/15/2023 | 26089 | Motorola Solutions Inc | -split- | Customer Acct.... | 2,377.33 | X | | 1,160,496.16 |
| 03/15/2023 | 26090 | Mountain Democrat | 6203 · Notices | | 210.40 | X | | 1,160,285.76 |
| 03/15/2023 | 26091 | PowerGen Inc. | 6150 · Facilities Maint... | | 1,080.00 | X | | 1,159,205.76 |
| 03/15/2023 | 26092 | Quadient Finance US... | -split- | Account # 790... | 100.00 | X | | 1,159,105.76 |
| 03/15/2023 | 26093 | Quench USA, Inc. | -split- | | 514.80 | X | | 1,158,590.96 |
| 03/15/2023 | 26094 | Roebbelen Construct... | -split- | RCMS Billing:... | 17,360.50 | X | | 1,141,230.46 |
| 03/15/2023 | 26095 | Rotary | -split- | Feb 2023 Dues | 210.00 | X | | 1,141,020.46 |
| 03/15/2023 | 26096 | City of Sacramento | 6241 · Non-Hosted Tra... | Invoice # 030723 | 2,700.00 | | | 1,138,320.46 |
| 03/15/2023 | 26097 | Square Peg Design | -split- | | 3,700.00 | X | | 1,134,620.46 |
| 03/15/2023 | 26098 | Western Extrication ... | 6232 · Apparatus Tool... | Invoice # 2132 | 369.37 | X | | 1,134,251.09 |
| 03/15/2023 | 26099 | Warrior's Rest Found... | 6241 · Non-Hosted Tra... | | 750.00 | X | | 1,133,501.09 |
| 03/15/2023 | 26100 | El Dorado County Fi... | 6170 · Dues and Subsc... | Annual Membe... | 50.00 | X | | 1,133,451.09 |
| 03/16/2023 | EFT | Sterling Administrati... | -split- | | 340.61 | X | | 1,133,110.48 |
| 03/16/2023 | EFT | Sterling Administrati... | -split- | | 331.48 | X | | 1,132,779.00 |
| 03/16/2023 | EFT | P. G. & E. | -split- | | 208.34 | X | | 1,132,570.66 |
| 03/17/2023 | | Deposit | 1114 · Due from other ... | Deposit | | X | 33,080.54 | 1,165,651.20 |
| 03/17/2023 | EFT | Sterling Administrati... | -split- | | 345.00 | X | | 1,165,306.20 |
| 03/18/2023 | EFT | Sterling Administrati... | -split- | | 547.00 | X | | 1,164,759.20 |
| 03/20/2023 | EFT | P. G. & E. | -split- | | 4,710.20 | X | | 1,160,049.00 |
| 03/20/2023 | EFT | P. G. & E. | -split- | | 1,647.68 | X | | 1,158,401.32 |
| 03/21/2023 | EFT | Sterling Administrati... | -split- | | 390.00 | X | | 1,158,011.32 |
| 03/21/2023 | EFT | Sterling Administrati... | -split- | | 1,532.63 | X | | 1,156,478.69 |
| 03/21/2023 | EFT | Verizon Wireless | -split- | Feb-23 | 380.10 | X | | 1,156,098.59 |
| 03/22/2023 | | | -split- | Deposit | | X | 46,204.67 | 1,202,303.26 |
| 03/22/2023 | EFT | Sterling Administrati... | -split- | | 54.00 | X | | 1,202,249.26 |
| 03/22/2023 | 26101 | 4640 Golden Foothill... | -split- | Invoice # 21361 | 5,376.23 | | | 1,196,873.03 |
| 03/22/2023 | 26102 | Aramark | 6120 · Housekeeping | Acct. # 175878... | 43.76 | X | | 1,196,829.27 |
| 03/22/2023 | 26103 | AT&T | -split- | Feb-23 | 70.11 | | | 1,196,759.16 |
| 03/22/2023 | 26104 | C&H Motor Parts | 6142 · Parts & Supplies | | 64.51 | X | | 1,196,694.65 |
| 03/22/2023 | 26105 | Cal Fire | 6241.1 · EDC Hosted ... | | 1,275.00 | X | | 1,195,419.65 |
| 03/22/2023 | 26106 | Capitol Barricade, Inc. | 6232 · Apparatus Tool... | | 844.99 | X | | 1,194,574.66 |
| 03/22/2023 | 26107 | Josh Couch | 6040 · Dental/Vision R... | | 826.00 | X | | 1,193,748.66 |

El Dorado Hills Fire Department

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Register: 1000 · Bank of America
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| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|----------|--------------------------|---------------------------|--------------------|------------|---|---------|--------------|
| 03/22/2023 | 26108 | EDC Air Quality Ma... | 6144 · Equipment Mai... | | 790.84 | X | | 1,192,957.82 |
| 03/22/2023 | 26109 | Emigh Ace of El Dor... | -split- | | 334.63 | X | | 1,192,623.19 |
| 03/22/2023 | 26110 | ESRI | 6211 · Software Licens... | Invoice # 9445... | 1,800.00 | X | | 1,190,823.19 |
| 03/22/2023 | 26111 | FireCom | 6145 · Radio Maintena... | | 3,136.34 | X | | 1,187,686.85 |
| 03/22/2023 | 26112 | Fire Grants Expert | 6204 · Other Professio... | | 5,500.00 | | | 1,182,186.85 |
| 03/22/2023 | 26113 | Hefner, Stark & Mar... | -split- | | 6,873.00 | X | | 1,175,313.85 |
| 03/22/2023 | 26114 | The Home Depot Pro | -split- | | 75.56 | X | | 1,175,238.29 |
| 03/22/2023 | 26115 | InterState Oil Compa... | -split- | | 3,224.89 | X | | 1,172,013.40 |
| 03/22/2023 | 26116 | Liberty Bell Smart H... | -split- | Invoice # 653265 | 74.99 | X | | 1,171,938.41 |
| 03/22/2023 | 26117 | Liebert Cassidy Whit... | 6202.1 · Legal Fees | | 404.50 | X | | 1,171,533.91 |
| 03/22/2023 | 26118 | Life Assist | -split- | | 1,083.19 | X | | 1,170,450.72 |
| 03/22/2023 | 26119 | L.N. Curtis & Sons | -split- | | 11,001.40 | X | | 1,159,449.32 |
| 03/22/2023 | 26120 | Metropolitan Life Ins... | 6031 · Life Insurance | Customer Num... | 478.80 | | | 1,158,970.52 |
| 03/22/2023 | 26121 | MTECH Inc. | 6161 · General Medica... | | 4,098.39 | X | | 1,154,872.13 |
| 03/22/2023 | 26122 | Mountain Democrat | 6203 · Notices | | 210.40 | X | | 1,154,661.73 |
| 03/22/2023 | 26123 | Public Safety Innovat... | -split- | Invoice # 1299/... | 2,072.40 | X | | 1,152,589.33 |
| 03/22/2023 | 26124 | Rotary | -split- | Mar 2023 Dues | 210.00 | | | 1,152,379.33 |
| 03/22/2023 | 26125 | Tablet Command | -split- | Invoice # INV-... | 12,575.00 | | | 1,139,804.33 |
| 03/22/2023 | 26126 | Teleflex | 6161 · General Medica... | Invoice # 9506... | 207.91 | X | | 1,139,596.42 |
| 03/22/2023 | 26127 | The Permanente Med... | 6204 · Other Professio... | Invoice # EDH... | 2,000.00 | X | | 1,137,596.42 |
| 03/22/2023 | 26128 | Time Printing | 6190 · Office Supplies | Invoice # 9265 | 119.57 | X | | 1,137,476.85 |
| 03/22/2023 | 26129 | Trace Analytics, Inc. | 6144 · Equipment Mai... | Invoice # 23-0... | 178.00 | X | | 1,137,298.85 |
| 03/23/2023 | EFT | P.E.R.S. Health | -split- | April 2023 | 236,654.06 | X | | 900,644.79 |
| 03/23/2023 | EFT | P.E.R.S. ING | -split- | PR23-3-2 | 2,436.23 | X | | 898,208.56 |
| 03/23/2023 | EFT | P.E.R.S. Retirement | -split- | PR23-3-2 | 122,078.70 | X | | 776,129.86 |
| 03/23/2023 | EFT | Sterling Administrati... | -split- | | 631.70 | X | | 775,498.16 |
| 03/23/2023 | EFT | Sterling Administrati... | -split- | | 501.28 | X | | 774,996.88 |
| 03/23/2023 | PR23-3-2 | | -split- | Total Payroll T... | 92,856.02 | X | | 682,140.86 |
| 03/23/2023 | PR23-3-2 | | 1000 · Bank of Americ... | Direct Deposit | 321,196.66 | X | | 360,944.20 |
| 03/23/2023 | PR23-3-2 | | 1000 · Bank of Americ... | Payroll Checks | | X | | 360,944.20 |
| 03/24/2023 | EFT | Nationwide Retireme... | -split- | PR23-3-2 | 22,671.10 | X | | 338,273.10 |
| 03/24/2023 | EFT | Sterling Administrati... | -split- | | 2,439.19 | X | | 335,833.91 |
| 03/24/2023 | EFT | P. G. & E. | -split- | | 620.44 | X | | 335,213.47 |
| 03/25/2023 | EFT | Allied Administrator... | 6042 · Dental Insurance | April 2023 | 6,321.11 | X | | 328,892.36 |
| 03/26/2023 | EFT | Sterling Administrati... | -split- | | 1.23 | X | | 328,891.13 |
| 03/27/2023 | EFT | State Compensation ... | 6030 · Workers Compe... | Policy # 11048... | 74,305.67 | X | | 254,585.46 |
| 03/28/2023 | EFT | Sterling Administrati... | -split- | | 138.00 | X | | 254,447.46 |
| 03/29/2023 | EFT | Sterling Administrati... | -split- | | 244.00 | X | | 254,203.46 |
| 03/30/2023 | EFT | Sterling Administrati... | -split- | | 4,434.00 | X | | 249,769.46 |
| 03/30/2023 | 26130 | Acme Saw & Industr... | -split- | | 883.45 | | | 248,886.01 |

El Dorado Hills Fire Department

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| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|------------|--------------------------|----------------------------|-------------------|-----------|---|----------|------------|
| 03/30/2023 | 26131 | Aflac | 2100 · Payroll Liabilities | Inv # 160698 | 721.06 | | | 248,164.95 |
| 03/30/2023 | 26132 | Aramark | 6120 · Housekeeping | Acct. # 175878... | 43.76 | | | 248,121.19 |
| 03/30/2023 | 26133 | AT&T | -split- | Mar-23 | 65.41 | | | 248,055.78 |
| 03/30/2023 | 26134 | AT&T Mobility | -split- | Invoice # 2872... | 212.20 | | | 247,843.58 |
| 03/30/2023 | 26135 | C&H Motor Parts | -split- | | 183.31 | | | 247,660.27 |
| 03/30/2023 | 26136 | Capital Building Mai... | -split- | Invoice # 14676 | 1,677.07 | | | 245,983.20 |
| 03/30/2023 | 26137 | CA Assoc. of Profess... | -split- | April 2023 | 1,888.00 | | | 244,095.20 |
| 03/30/2023 | 26138 | Emigh Ace of El Dor... | -split- | | 149.22 | | | 243,945.98 |
| 03/30/2023 | 26139 | Folsom Chevrolet | 6142 · Parts & Supplies | | 100.61 | | | 243,845.37 |
| 03/30/2023 | 26140 | G & O Towing | 6241 · Non-Hosted Tra... | Inv # 67957 | 6,500.00 | | | 237,345.37 |
| 03/30/2023 | 26141 | Genuine Parts Comp... | -split- | | 612.35 | | | 236,733.02 |
| 03/30/2023 | 26142 | Howard Cooke | -split- | | 5,400.00 | | | 231,333.02 |
| 03/30/2023 | 26143 | InterState Oil Compa... | -split- | | 1,831.33 | | | 229,501.69 |
| 03/30/2023 | 26144 | Jeffords Roofing | 6150 · Facilities Maint... | Invoice # ST85... | 1,500.00 | | | 228,001.69 |
| 03/30/2023 | 26145 | Lehr Auto Electric, Inc | 6142 · Parts & Supplies | Invoice # SI84... | 1,364.86 | | | 226,636.83 |
| 03/30/2023 | 26146 | Managed Health Net... | 6204 · Other Professio... | Invoice # PRM... | 654.59 | | | 225,982.24 |
| 03/30/2023 | 26147 | Ross Drulis Cusenbery | -split- | Invoice # 2019... | 9,437.00 | | | 216,545.24 |
| 03/30/2023 | 26148 | R&S Overhead Door... | -split- | | 4,223.20 | | | 212,322.04 |
| 03/30/2023 | 26149 | Square Peg Design | -split- | | 1,700.00 | | | 210,622.04 |
| 03/30/2023 | 26150 | Kaiser Foundation H... | -split- | | 10,597.00 | | | 200,025.04 |
| 03/31/2023 | EFT | Sterling Administrati... | -split- | | 218.45 | | | 199,806.59 |
| 03/31/2023 | OES AR ... | | 3513 · Rental Income (...) | Verizon Month... | | X | 2,100.00 | 201,906.59 |

From: K
Sent: Tuesday, April 11, 2023 7:14 PM
To: Chrishana Fields <cfields@edhfire.com>
Subject: Request for fire inspection fee waiver

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.

Dear Fire Marshall Chrishana Fields and Fire Department Board Supervisors,

The purpose of this letter is to request a waiver to the \$185.50 fire inspection fee that was triggered by me updating my address for my business license. To save money, I downsized to an approximately 120 sq ft room in a much larger building. I was surprised to discover that the old process of having the fire department sign off on county paperwork has been replaced by a mandatory fire inspection that was increased from \$90 to \$185.40, to include PayPal fee, on January, 2023. I am still unclear when the process changed from getting a form signed to paying a high fee, and if leasing individual rooms was addressed in the process.

The entire building was previously inspected for free and passed in 2018. It seems unjust for me to be forced to pay for a fire inspection of the entire building because I have downsized to a small office within that building. It appears arbitrary and unfair to a very small business owner as I have no employees. If I wasn't updating my address, the building would not be inspected.

Fire Marshall Chrishana Fields told me the only option was to request a hardship waiver because otherwise waiving the fee would be considered a gift. While I feel I can easily justify hardship, I feel this is a grave intrusion into my privacy and that the waiver should be granted due to fairness and common sense, since I don't believe this change in rules was designed to penalize small business owners who lease small offices in large buildings. Tying this excessive fee to my business license renewal feels like an abuse of power and coerces/threatens me to pay or not be in compliance as stated in an email from Fire Inspector Vince Kauppi: "The Board approved our fee schedule. You can attend a Board meeting and ask for a refund or a waiver for the business license inspection fee, but that would delay the approval of the license. Technically, you're not supposed to operate without a valid business license."

I wrongly assumed Fire Inspector Kauppi meant the County Board of Supervisors, who I then contacted. I then found out that the fee was approved by the internal board of the fire department.

Fire Marshall Fields seemed somewhat sympathetic to my situation and implied that unfortunately it takes a long time to make changes to the rules. I disagree and recommend that this new rule be corrected to apply only to the owners or landlords of buildings. If needed, the reasonable protocol of the fire department signing off on small office leases should be reimplemented.

I respectfully request the fire inspection fee be waived. I do not want to attend the board meeting on April 20 to discuss this in public. If necessary, I will rearrange my schedule to attend the meeting and bring further attention to an unjust and arbitrary fee. I respectfully await your reply.

Sincerely,
Kathy

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

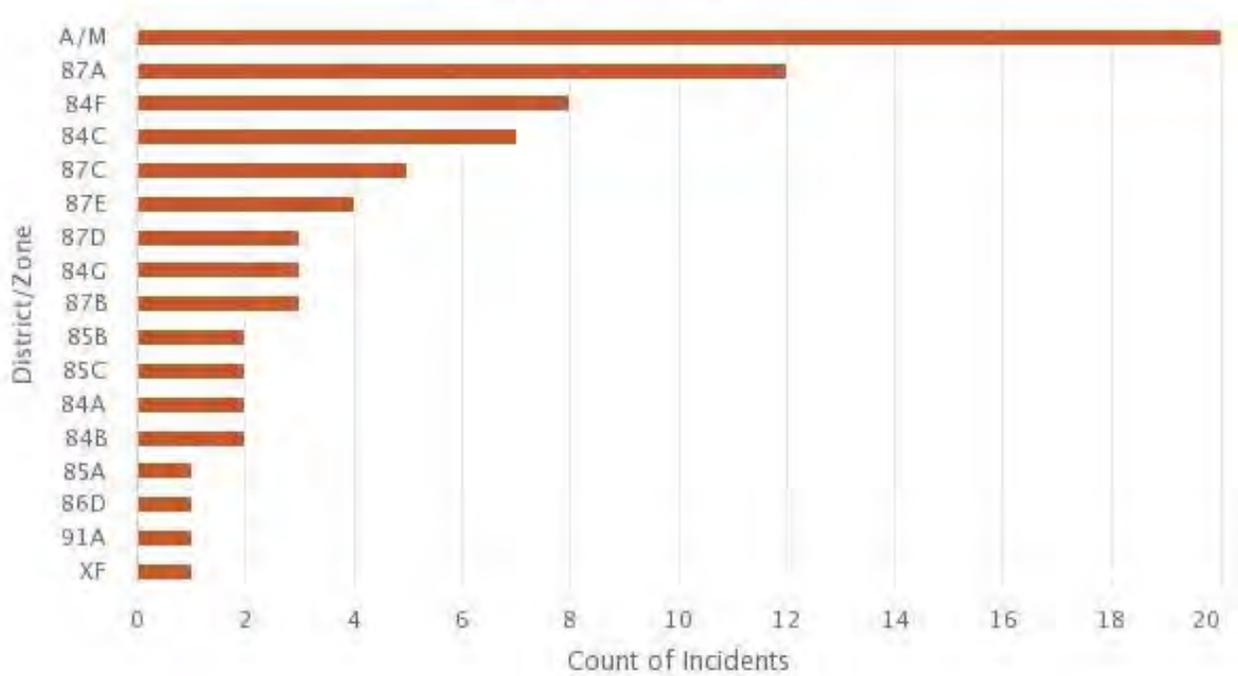


MONTHLY OPERATIONS REPORT
MARCH 2023

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

Incidents by District/Zone

Mar 01, 2023 to Mar 31, 2023

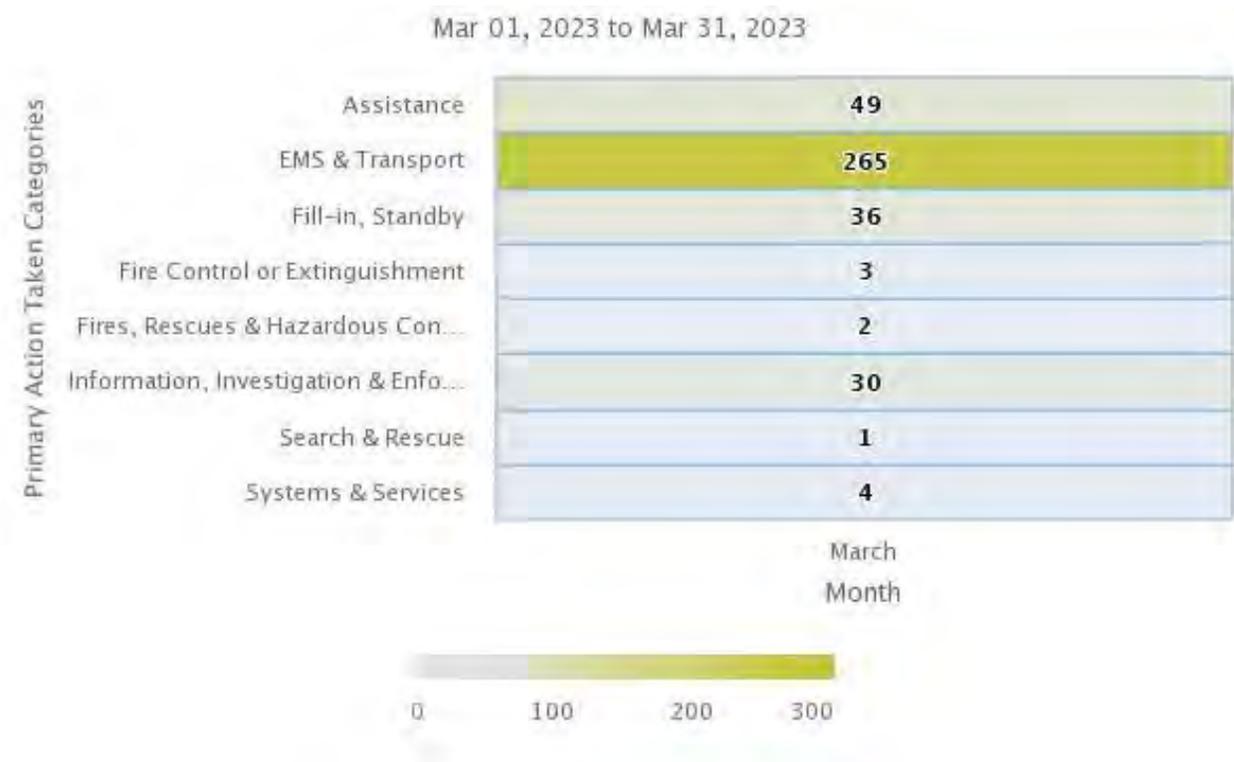


Shift Count of Incidents by Year/Week

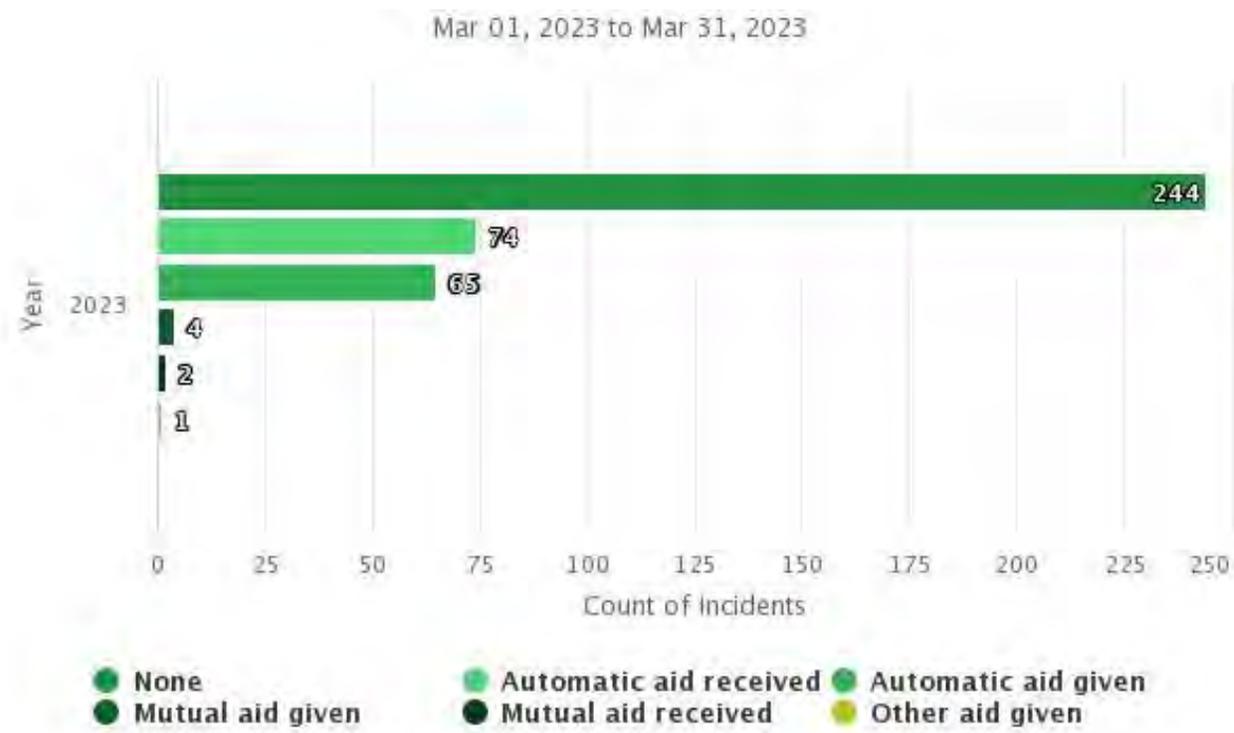
Mar 01, 2023 to Mar 31, 2023



Primary Action Taken-Categories

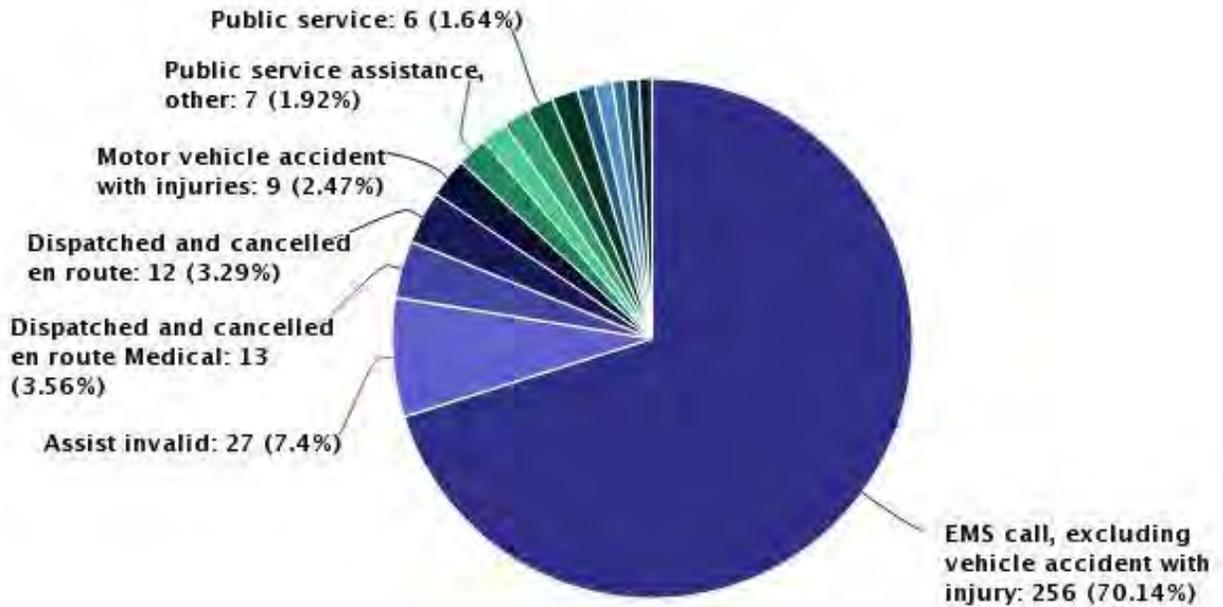


Aid Given/Received



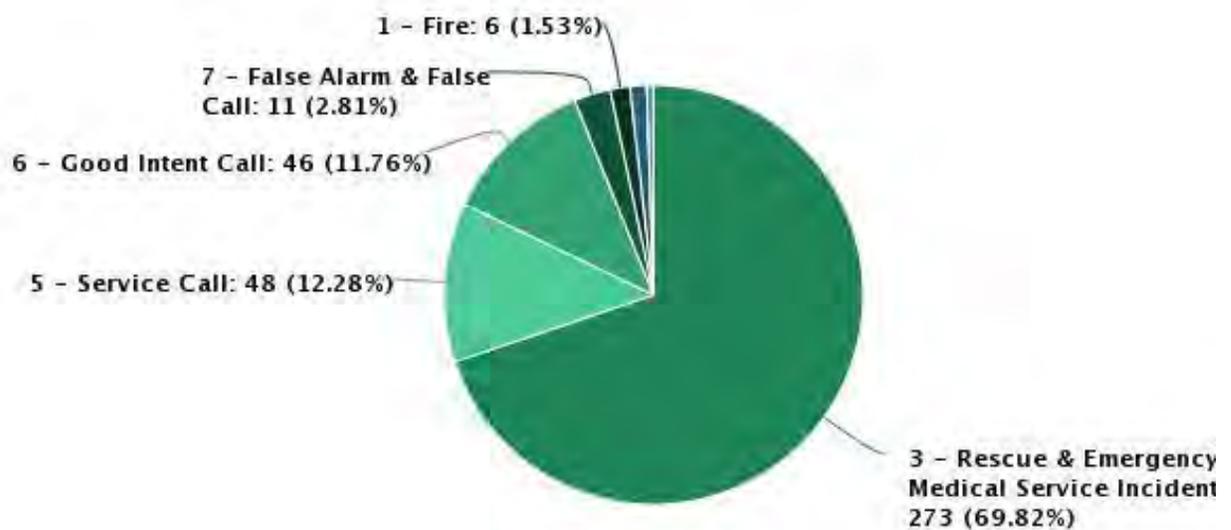
Response/Incident Types & Categories

Mar 01, 2023 to Mar 31, 2023



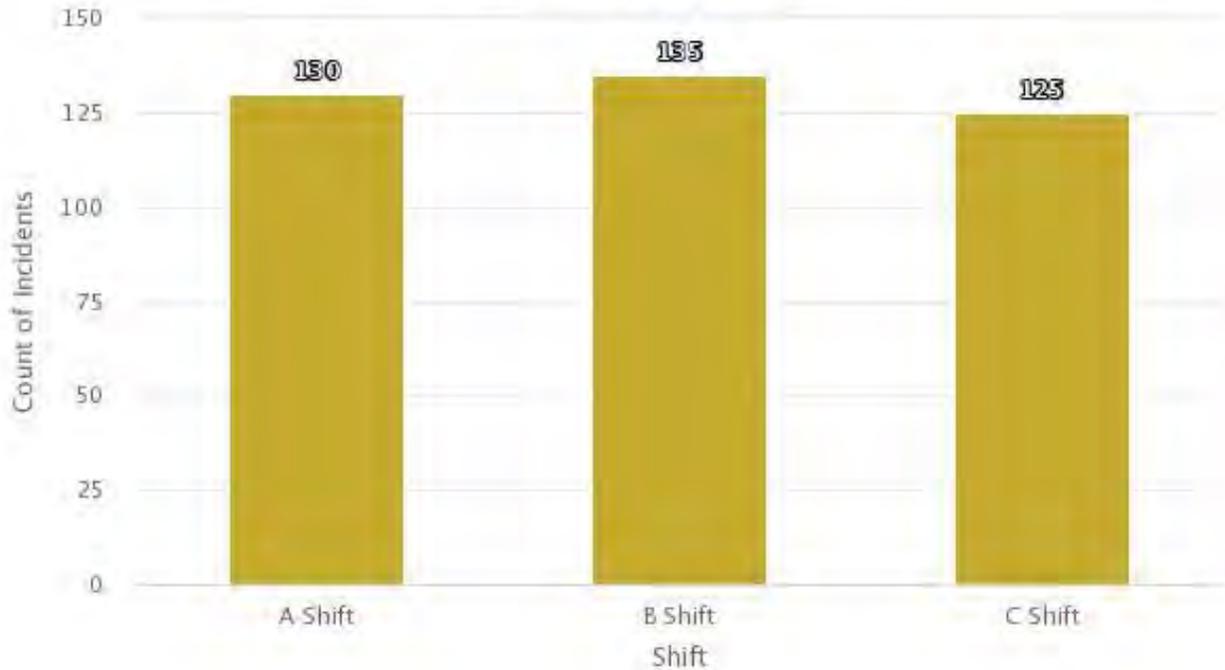
Incident Type Categories

Mar 01, 2023 to Mar 31, 2023



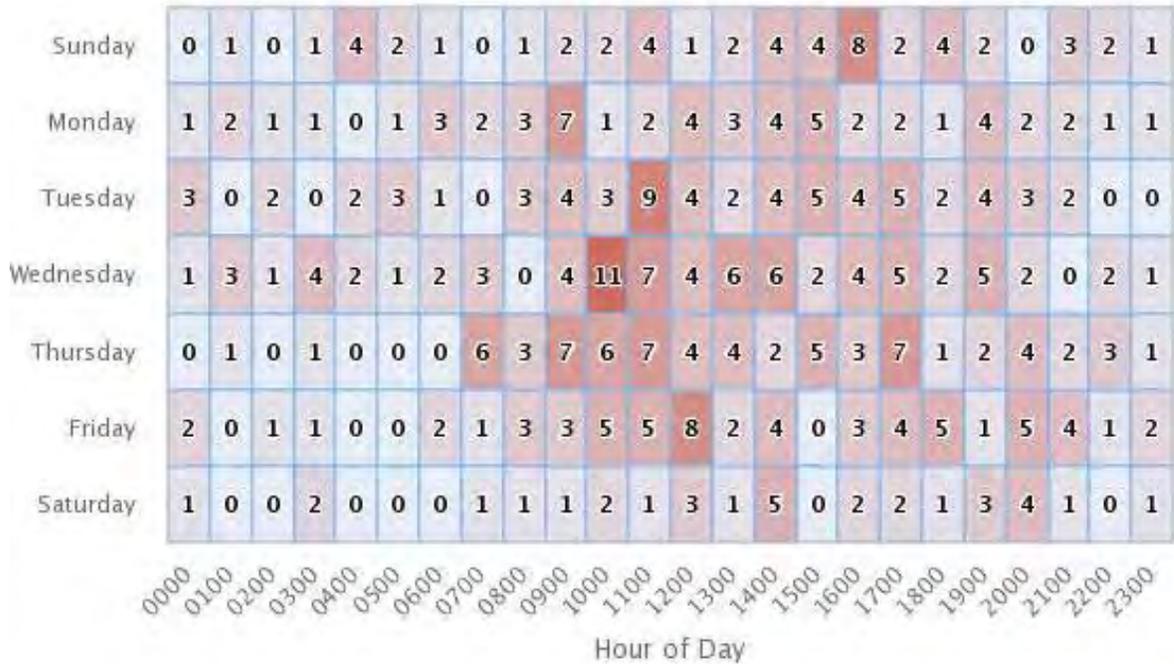
Incident Response by Shift

Mar 01, 2023 to Mar 31, 2023

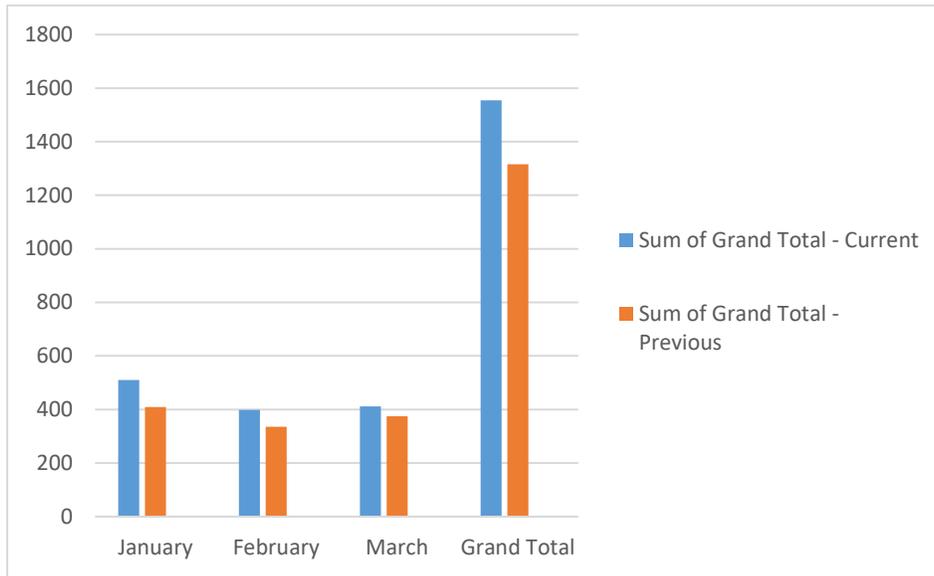


Incidents by Hour of the Day

Mar 01, 2023 to Mar 31, 2023



Monthly Call Volume Year to Year – 2022-2023



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

URBAN RESPONSE,

11-minutes, 90% of time

| | |
|--|---------------|
| Response Time Between 00:00:00 - 00:00:59 | 0.67% |
| Response Time Between 00:01:00 - 00:01:59 | 3.33% |
| Response Time Between 00:02:00 - 00:02:59 | 8.33% |
| Response Time Between 00:03:00 - 00:03:59 | 16.67% |
| Response Time Between 00:04:00 - 00:04:59 | 29.67% |
| Response Time Between 00:05:00 - 00:05:59 | 45.33% |
| Response Time Between 00:06:00 - 00:06:59 | 58.33% |
| Response Time Between 00:07:00 - 00:07:59 | 69.33% |
| Response Time Between 00:08:00 - 00:08:59 | 77.00% |
| Response Time Between 00:09:00 - 00:09:59 | 86.00% |
| Response Time Between 00:10:00 - 00:10:59 | 89.33% |

Medic Unit Response Comparison by Month/Year

| MONTH | 2023 | 2022 |
|-----------|--------|--------|
| January | 82.43% | 91.28% |
| February | 89.68% | 90.98% |
| March | 89.33% | 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 does not reflect reconciled percentages from exception reporting

Training

In March, crews trained on residential horizontal and vertical ventilation. Ensuring personnel are skilled in recognizing the need for and the best type of ventilation to use for a specific incident is key to the successful mitigation of a structure fire incident.

Personnel also worked on low angle rope rescue training as this has a high potential of occurring in our District.

Personnel also participated in one of two annual night drills. This drill is a multi-company as well as a multi-agency drill where working with our neighboring agencies allows crews to be more familiar with those individuals who will respond to more complex incidents. In this night drill, crews from Folsom and Cal Fire Departments participated. Crews trained on commercial structure fire within a storage unit, focusing on offensive, defensive, communications on the fire ground, commercial ventilation techniques and 2-in/2-out.



Battalion Chief Updates

A-Shift – Chief Antonio Moreno

Incidents

Dumpster Fire, Valley View Apartments – El Dorado Hills



Vehicle Collision – Latrobe @ Whiterock – El Dorado Hills



Vehicle Collision, Saratoga – Folsom



Vehicle Collision, East Bound Hwy 50 – El Dorado Hills



Vehicle Collision, EDH Blvd @ Serrano Pkwy – El Dorado Hills



Vehicle Collision, East Bound Hwy 50 @ Latrobe – El Dorado Hills



Structure Fire, Wall Heater – El Dorado Hills



Training

Multi-Agency Ladder Drills – Cameron Park, Fire Station 89; Engine 87



Multi-Company Hose/Nozzle Operations – Fire Station 86 & 87



Probationary Evaluation – Station 85



Annual Swim Test – CSD Pool



Multi-Company Drill – Various Location in El Dorado Hills



Multi-Company/Agency Night Drill – El Dorado Hills



Explorer Training



Community Events

Station Tour – Sierra Mom’s Group



School/Organization Visit – Playmaker Organization



Event Standby, Brown’s Ravine Marina – Special Olympics Nor Cal Polar Plunge



B-Shift – Chief Dave Brady

Incidents

Structure Fire – El Dorado Hills



Structure Fire – El Dorado Hills



Vehicle Collision – El Dorado Hills



Vehicle Collision – El Dorado Hills



The Pipes & Drums and Honor Guard honored Retired Captain Logan Anderson during his funeral



Retiree Breakfast – Fire Station 86



EDH Firefighters Pipes & Drum, St. Patty's Day



Guide Dogs for the Blind Training – Station 85



C-Shift – Chief Chris Landry

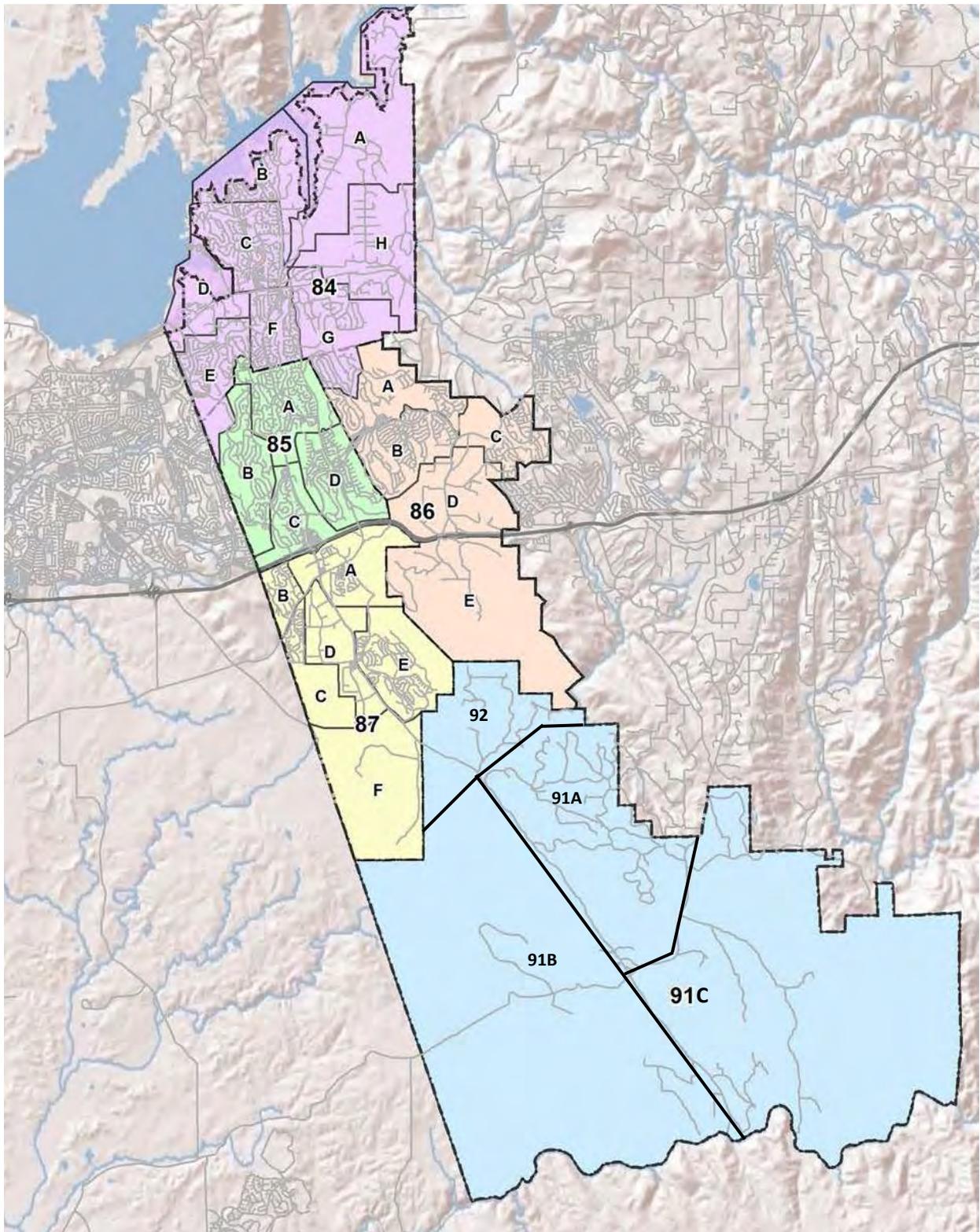
Incidents

Vehicle Collision, Hwy 50 – El Dorado Hills



Vehicle Collision, Non-injury, Hwy 50 – El Dorado Hills





EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



Community Risk Reduction Division

March 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 Promontory, Saratoga Estates, Serrano, Carson Creek, Bell Ranch, Hawk View, and Bass Lake North areas of the District. New project proposals consisting of Gateway of El Dorado industrial development at Golden Foothill Parkway, 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 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 **158** applications for permit in the month of March 2023. New home construction permit activity was the leading permit submittal type with **63** 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 the extension of winter weather reducing mitigation capability, Defensible Space Inspectors focused on preparing defensible space and vegetation clearance education and notification materials for the 2023 season.

MAJOR ACCOMPLISHMENTS

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

- Completed **163** reviews of plans for permit.
- Completed **113** construction inspections and **191** smoke and carbon monoxide alarm inspections.
- Completed **44** fire and life safety inspections of residential and commercial occupancies.
- Completed **9** defensible space complaint inspections.

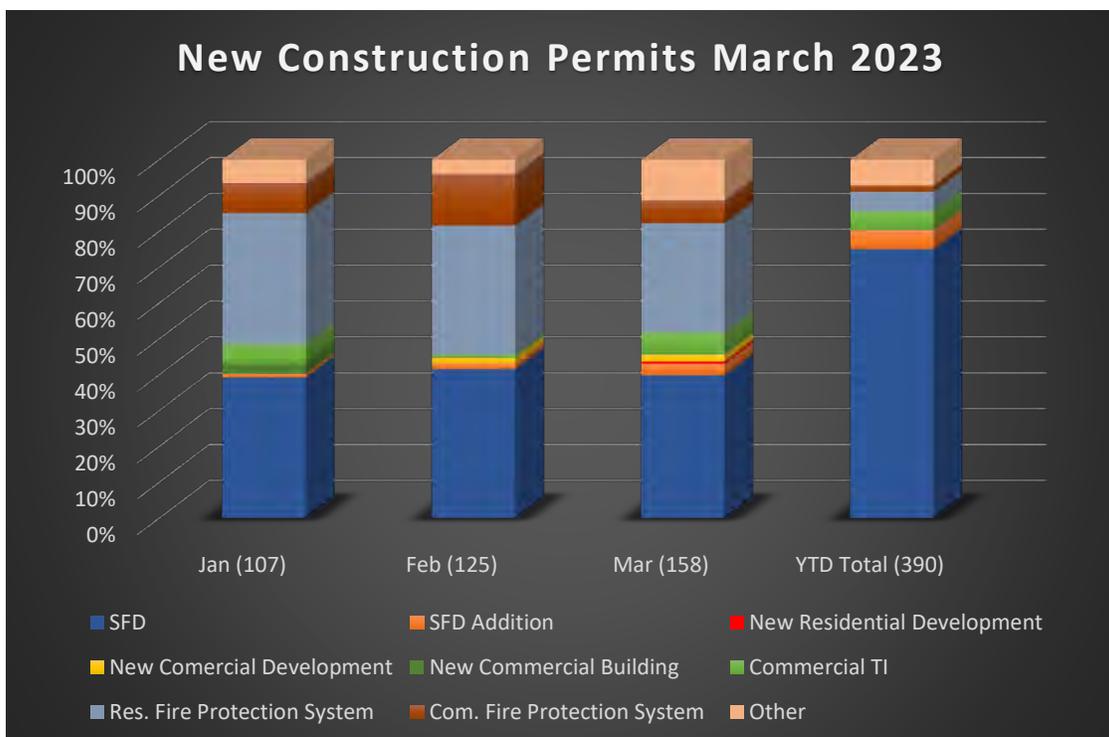


Table 1: Plan Review by Month Report

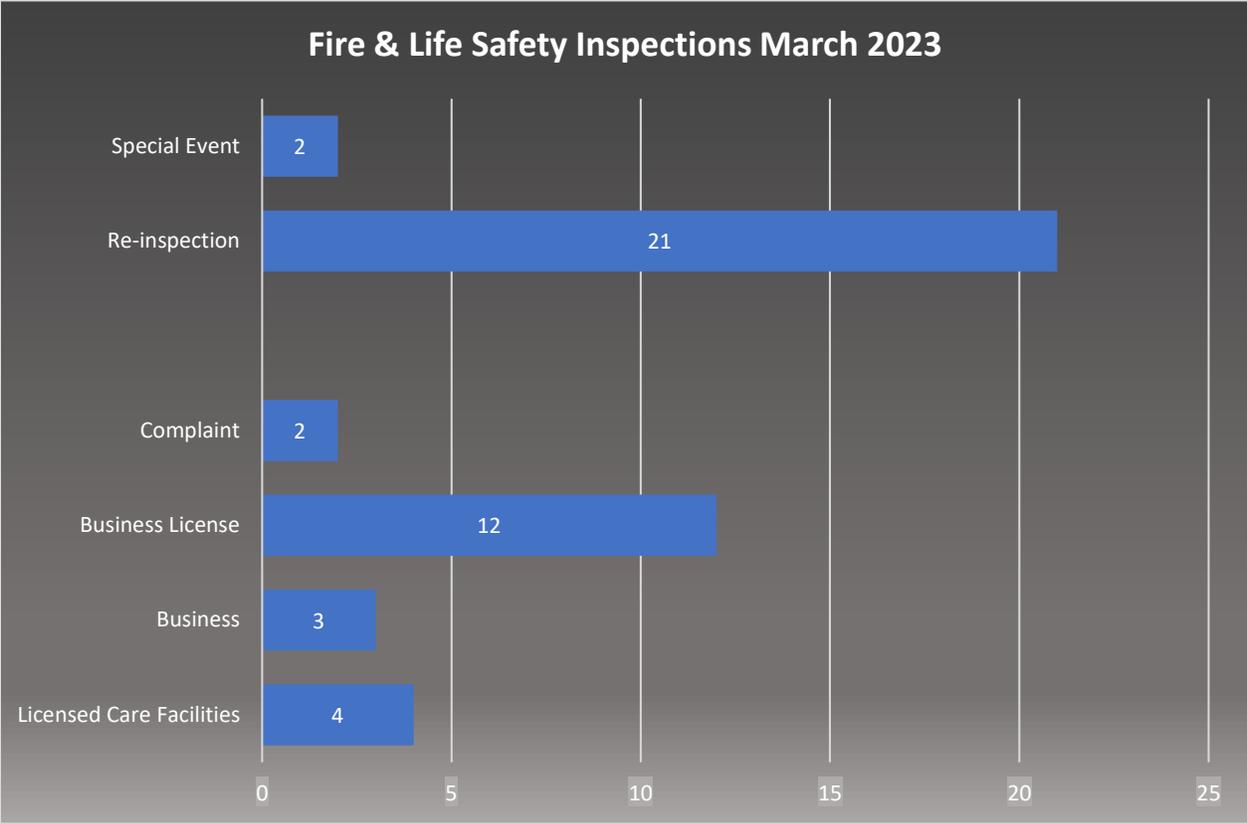


Table 2: Fire and Life Safety Inspections by Month Report

End of Report

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2023-02

Resolution of the Board of Directors to Exercise its Statutory Authority to Abate Weeds on Properties on which said Weeds Constitute a Public Nuisance

WHEREAS, the El Dorado Hills County Water District Board (EDHCWD), also known as the El Dorado Hills Fire Department (Fire Department) has the authority pursuant to Section 13879 and Section 14875 et seq., of the Health and Safety Code, to declare weeds a fire hazard and abate said weeds; and

WHEREAS, “weeds” are defined as all weeds growing upon streets, sidewalks, or private property in any county, including any fire protection district and including any of the following: (a) weeds which bear seeds of a downy or wingy nature; (b) sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property; (c) weeds which are otherwise noxious or dangerous; (d) poison oak or poison ivy when the conditions of growth are such as to constitute a menace to the public health; (e) dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard; and

WHEREAS, the El Dorado Hills County Water District desires to abate weeds in the District as described in Fire Protection Standard W-001 (Hazardous Vegetation on Unimproved Properties) of the District.

NOW, THEREFORE, the EDHCWD (Fire Department) resolves as follows:

1. **Declaration**: The EDHCWD (Fire Department) hereby declares that weeds growing upon streets, sidewalks and private property on or near the properties described herein below are a nuisance to the public.
2. **Description of Properties**: (See attached list of County of El Dorado Assessor Parcel Numbers found in Exhibit “A”).
3. **Enforcement**: The EDHCWD Fire Chief, or any employee or agent of the District appointed by the Fire Chief, has the authority to enforce the abatement procedures established herein.
4. **Notice**: The EDHCWD (Fire Department) shall abate said weeds in accordance with the notice requirements of Chapter 3 (commencing with Section 14890) of Part 5 of Division 12 of the California Health and Safety Code by posting and publishing the notice of hearing on the properties affected thereby or by mailing same to the property owner as established by assessment rolls.

EL DORADO HILLS COUNTY WATER DISTRICT
RESOLUTION NO. 2023-02

5. Assessments: The amount of the cost for abating the weeds and the amount of the cost incurred by the District in enforcing abatement including investigation, boundary determination, measurement, clerical and other related costs shall constitute special assessments against the property from which removal occurs and are a lien on the property for the amount of the respective assessments. The assessment may be collected at the same time and in the same manner as ordinary municipal ad valorem taxes are collected. After the report on the determination of the assessment is confirmed by the Board pursuant to Sections 14910 and 14911 of the California Health and Safety Code and the report is thereafter turned over to the County Auditor, the assessment shall then be collected at the same time and in the same manner as county taxes are collected and are subject to the same penalties and the same procedure for sale in case of delinquency as provided for ordinary county taxes.

PASSED AND ADOPTED by the Board of the El Dorado Hills County Water District this 20th day of April 2023, by the following vote:

AYES:

NOES:

ABSENT:

John Giraudo, Board President

ATTEST:

Jessica Braddock, Board Secretary

EXHIBIT A
EL DORADO HILLS VACANT LOTS 2023 - Identified by Parcel Numbers
from the El Dorado County Assessor's Office

| | | | |
|----------|----------|----------|----------|
| 87010011 | 87040011 | 87081001 | 87190018 |
| 87010017 | 87040016 | 87101002 | 87190020 |
| 87010018 | 87040024 | 87101021 | 87190024 |
| 87010021 | 87040025 | 87101022 | 87190028 |
| 87010044 | 87040026 | 87121006 | 87200001 |
| 87010045 | 87040027 | 87121008 | 87200002 |
| 87010046 | 87040028 | 87121014 | 87200004 |
| 87010048 | 87040064 | 87121016 | 87200033 |
| 87010049 | 87040069 | 87122001 | 87200040 |
| 87021004 | 87040070 | 87131001 | 87200044 |
| 87021010 | 87040071 | 87131002 | 87200054 |
| 87021012 | 87040073 | 87132004 | 87200056 |
| 87021024 | 87040082 | 87132005 | 87200059 |
| 87021026 | 87040085 | 87132023 | 87200060 |
| 87021044 | 87050001 | 87132025 | 87200074 |
| 87021056 | 87050004 | 87132027 | 87200075 |
| 87021064 | 87050005 | 87133001 | 87200076 |
| 87021066 | 87050006 | 87134001 | 87200078 |
| 87021067 | 87050007 | 87135002 | 87200088 |
| 87030003 | 87050008 | 87135003 | 87210006 |
| 87030006 | 87050015 | 87135009 | 87210007 |
| 87030010 | 87050016 | 87136001 | 87210009 |
| 87030012 | 87050017 | 87136002 | 87210011 |
| 87030042 | 87050019 | 87150003 | 87210015 |
| 87030044 | 87050021 | 87160007 | 87210018 |
| 87030051 | 87050022 | 87170002 | 87210019 |
| 87030055 | 87050023 | 87170004 | 87210022 |
| 87030056 | 87060005 | 87170006 | 87210031 |
| 87030058 | 87060006 | 87170009 | 87220007 |
| 87030059 | 87060007 | 87170016 | 87230002 |
| 87030060 | 87060008 | 87181013 | 87230004 |
| 87030061 | 87060010 | 87181016 | 87230006 |
| 87030062 | 87060025 | 87181020 | 87230011 |
| 87030063 | 87060026 | 87181036 | 87230029 |
| 87030064 | 87060035 | 87181040 | 87230030 |
| 87030067 | 87060037 | 87181048 | 87230032 |
| 87030069 | 87060038 | 87190006 | 87240009 |
| 87030070 | 87060039 | 87190008 | 87240026 |
| 87030072 | 87060040 | 87190009 | 87250012 |
| 87030073 | 87070004 | 87190013 | 87250044 |
| 87030074 | 87070005 | 87190014 | 87260007 |
| 87030082 | 87070006 | 87190015 | 87260012 |
| 87030083 | 87070007 | 87190017 | 87260018 |

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| 87260020 | 104510019 | 110312031 | 110522003 |
| 87260021 | 104510020 | 110313012 | 110531002 |
| 87260022 | 104510021 | 110380023 | 110531011 |
| 87260023 | 104510022 | 110380026 | 110532009 |
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| 115120015 | 115460043 | 115480033 | 115480080 |
| 115120015 | 115460044 | 115480034 | 115480081 |
| 115131014 | 115460045 | 115480035 | 115480082 |
| 115212005 | 115460046 | 115480036 | 115480083 |
| 115261009 | 115460047 | 115480037 | 115480084 |
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| 115310019 | 115460052 | 115480041 | 115480088 |
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| 117100039 | 117210057 | 117700069 | 117750007 |
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| 117160054 | 117570019 | 117700084 | 117750022 |
| 117160055 | 117580014 | 117700085 | 117750023 |
| 117160056 | 117580015 | 117700086 | 117750024 |
| 117160057 | 117580016 | 117700087 | 117750025 |
| 117160060 | 117580017 | 117700088 | 117750026 |
| 117160061 | 117580028 | 117700089 | 117750027 |
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|-----------|-----------|-----------|-----------|
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| 117750035 | 117750087 | 117770040 | 117800039 |
| 117750036 | 117750088 | 117770041 | 117800048 |
| 117750037 | 117750089 | 117770042 | 117800049 |
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| 126320005 | 910000193 | |



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

March 31, 2023

Subject: Election of a Regular and Alternate Special District Representative to LAFCO

Dear Special District Selection Committee,

Thank you for submitting nominations for LAFCO Special District representatives. Please note there are two seats up for election, a Regular and Alternate seat, each will serve a four-year term, beginning June 2023 and ending May 2027. The nomination period is now closed, nominations have been received for the following candidates:

- 1) Michael Saunders, Georgetown Divide Public Utility District
- 2) Tim White, El Dorado Hills County Water District (EDH Fire)

An election ballot and a copy of each candidate's nomination and statement of qualifications is enclosed with this letter. Please place this matter on the agenda of your next regularly scheduled meeting.

Please rank each nominee in the order of preference using "1" for your first preference, "2" for second. There are two seats that are up for election and two nominees, therefore, whomever receives the highest number of votes in this election will serve as the Regular member, the second candidate will serve as the Alternate member.

The voting period will be 61 days from March 31, 2023; all votes are due in writing on or before **5:00 pm on May 31, 2021**. Voting will cease on this date. Please do not forget to have the presiding officer (Board President or Chair) of the board meeting in which you made your selection sign the returned ballot. **If any of these requirements are not met, the ballot will be considered invalid.**

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

Sincerely,

shiva frentzen

Shiva Frentzen
Executive Officer

Enclosures

S:\Elections\2023 Special District Election\2023 SDE Ballots\2023 Special District Election Letter.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
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ELECTION BALLOT

Special District Representatives to LAFCO Regular and Alternate Seat

The election ends on May 31, 2023 at 5:00 p.m.

Rank the nominees in preferential order, "1" being the first preference, "2" being the second. The highest ranked candidate will win the Regular seat, the second will win the Alternate seat.

| Name, District | Ranking |
|--|----------------|
| Michael Saunders, Georgetown Divide Public Utility District | 1 2 |
| Tim White, El Dorado Hills County Water District (EDH Fire) | 1 2 |
| District has decided not to vote in this election please circle → | NO VOTE |

**Please return this ballot with or without a vote.
If you choose NO VOTE, the presiding officer's signature is still required.**

NAME OF VOTING DISTRICT:

SIGNATURE OF PRESIDING OFFICER:

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot.

PRINTED NAME OF PRESIDING OFFICER (Required):

AGENDA ATTACHED (Optional): Yes No

Email to: lafco@edlafco.us
or
Mail to: El Dorado LAFCO
550 Main Street, Suite E
Placerville, CA 95667



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 |
|---------------------------------|------------------|--|
| Special District Representative | Michael Saunders | Georgetown Divide Public Utilities District |

SIGNATURE OF PRESIDING OFFICER: *Mitch MacDonald*
(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: Mitch MacDonald
(Required)

NAME OF NOMINATING DISTRICT: Georgetown Divide Public Utilities 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

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. 2023-13
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
NOMINATING A REPRESENTATIVE TO
THE LOCAL AGENCY FORMATION COMMISSION

WHEREAS, the El Dorado Local Agency Formation Commission (LAFCO) is a state maned local agency composed of seven regular Commissioners, two of whom represent independent special districts; and

WHEREAS, the LAFCO Special District Selection Committee is conducting an election of a Special District representative to serve a four-year term, beginning May 2023 and ending May 2027; and

WHEREAS, the Georgetown Divide Public Utility District (GDPUD) has been invited to nominate a representative to LAFCO by March 30, 2023; and

WHEREAS, the Board of Directors previously nominated Director Michael Saunders to fill an open seat on January 12, 2021; and

WHEREAS, Director Saunders has again expressed an interest in representing Special Districts on LAFCO and has submitted his Statement of Qualifications (Attached); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Director Michael Saunders is nominated as a Special District representative to LAFCO and directs the General Manager to submit the Nomination Form and Statement of Qualifications by March 30, 2023.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of March 2023, by the following vote:

AYES: Stovall, Saunders, Thornbrough, Seaman, MacDonald

NOES: NONE.

ABSENT/ABSTAIN: NONE.



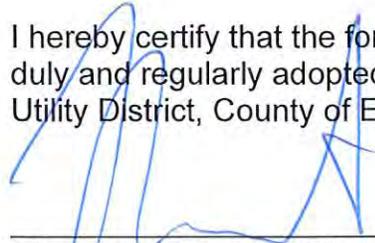
Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Attest:



Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2023-13 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of March 2023.



Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTACHMENT

1. Saunders Statement of Qualifications

Statement of Qualifications

March 2023

I am currently serving on the Georgetown Divide Public Utility District Board of Directors. I have been on the Board since 2018 during that time I have served as Treasurer, Vice-President, and President of the Board; I currently am the Legislative Liaison. I represent the District on the Executive Committee for the Regional Water Authority and I am also on the Region 3 Board for the Association of California Water Agencies. I have been a member of various workgroups for the State with the Department of Water Resources working on recommendations and guidelines for the various water use efficiency standards and agency reporting requirements for water shortages, and the new water annual supply and demand report.

I am currently the Alternate Special District Representative on El Dorado LAFCO serving since 2019. During my time on LAFCO, my committee work has included the Ad hoc Budget Committee, Ad Hoc Grand Jury Committee, Small Water District MSR Review Committee, and the Executive Officer Recruitment Committee. I have been engaged and involved at the local level and have participated at the State level with CaLAFCO.

I bring my knowledge and experience of Special Districts and governance to LAFCO. I will continue to work with staff and electeds to ensure their agencies are accurately reflected in their municipal service reviews. I will strive to make sure as a Commissioner that LAFCO decisions allow for transparency, that LAFCO will share and communicate all information, and work with agencies, boards, and communities in the evaluation and promotion of the efficient provision of services within El Dorado County. If re-elected, I will continue to be a resource to our Special District members, agencies, the community, and the public. I humbly ask for your vote to continue to represent Special Districts on the El Dorado LAFCO Commission.

Thank you,

Michael Saunders,
Board of Directors
Georgetown Divide Public Utility District

Alternate Commissioner, Special District Member
El Dorado LAFCO



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 |
|--------------|----------------|---------------------------------------|
| Commissioner | Timothy White | El Dorado Hills County Water 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: John Biraudo
(Required)

NAME OF NOMINATING DISTRICT: El Dorado Hills County Water District

MINUTES ATTACHED (Optional): Yes No

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

Return to:

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550 Main Street, Suite E
Placerville, CA 95667

lafco@edlafco.us

COMMISSIONERS

Public Member: Bill Wilde • Alternate Public Member: Dawn Hodson
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 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

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED SIXTY FIRST MEETING OF THE BOARD OF DIRECTORS

Thursday, February 16, 2023, 5:30 p.m.

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

I. CALL TO ORDER

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

II. CLOSED SESSION

- 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 Girauo 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**

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

The meeting reconvened at 6:11 p.m. No action was taken in Closed Session.

III. PLEDGE OF ALLEGIANCE

IV. CONSENT CALENDAR

- A. **Approve Minutes of the 859th Board meeting held January 19, 2023**
- B. **Approve Financial Statements and Check Register for January 2023**

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

V. PRESENTATION

- A. **Presentation by former volunteer Lieutenant, Bob Grant – Item taken after Item VI-B. Bob Grant, former Department volunteer, presented some information and a memory book about the Department's history.**

excellent additions to the Department. He also highlighted an incident where the crews provided superior customer service.

XII. COMMUNITY RISK REDUCTION REPORT

- A. CRRD Report** – Chief Fields reported the activity from the CRR Division for January.

XIII. FISCAL ITEMS

XIV. NEW BUSINESS

- A. Approve Board member registration and travel to 2023 training conferences** – Director of Finance Braddock presented a list of educational opportunities for the Board members and requested approval for the Board members to attend and be reimbursed for applicable travel expenses.

Director Bennett made a motion to Board member registration and travel to 2023 training conferences, seconded by Director White and unanimously carried.

- B. LAFCO Special District Nomination** – Director White requested the Board’s support and nomination for the LAFCO Special District seat.

Director Durante made a motion to nominate Tim White to fill the LAFCO Special District representative seat, seconded by Director Bennett and unanimously carried.

- C. Review and approve Resolution 2023-01 of appreciation for retired El Dorado County CAO Don Ashton** – Chief Johnson reported that El Dorado County CAO Don Ashton has retired and he is requesting approval of a resolution of appreciation to present to him.

Director White made a motion to approve Resolution 2023-01 of appreciation for retired El Dorado County CAO Don Ashton, seconded by Director Durante and unanimously carried.

XV. OLD BUSINESS

- A. Training Facility Update** – Chief Hall reported that the training facility project is on schedule, on budget and the progress is amazing to watch.
- B. EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)** – No report.
- C. Review and approve updated Master Services Agreement with PBK-WLC Architects** – Chief Johnson stated that WLC Architects merged with PBK Architects, and the original Master Services Agreement has expired. Staff is asking the Board to approve an updated Master Services Agreement.

Director White made a motion to approve updated Master Services Agreement with PBK-WLC Architects, seconded by Director Durante and unanimously carried.

Timothy J. White

Nominee, El Dorado County Special District Representative

El Dorado County LAFCO

Statement of Qualifications

I am currently one of the two Special District Commissioners on the El Dorado Local Agency Formation Commission (LAFCO) and have been nominated by my fellow directors at the El Dorado Hills Fire Department (EDHFD), as well as the Board of Directors of the El Dorado Hills Community Services District, to run for re-election for a full 4-year term as a Special District Commissioner.

My qualifications and background information are as follows:

- EDHFD Board of Directors- December 2018-present. Vice-president 2020, President 2021. Have served, or am serving on, the following Board Committees:
 - Finance
 - Strategic Planning
 - Joint Powers Authority
 - Ambulance Deployment
 - Community Risk Reduction Services
- El Dorado Hills Area Planning Advisory Committee (APAC) - voting member- 2015-present. Chair- 2016 and 2017. Vice Chair-2018-present. APAC is a volunteer group of residents that review proposed residential and commercial developments in the El Dorado Hills area and provide comments and written reports addressing resident concerns on those projects to the El Dorado County Planning Commission and the El Dorado County Board of Supervisors.
- Appointed as an alternate member by the El Dorado County Board of Supervisors to the 2022-2023 Charter Review Committee.
- UCCE Master Gardener of El Dorado County since 2016.
- I am a native Californian, a graduate of the University of San Francisco and of the University of Los Angeles School of Law. Practiced law for 30 years concentrating in business-financial law, with an emphasis in international transactions.

As a LAFCO Commissioner since January 2022, I have supported and encouraged efforts to make LAFCO more efficient and cost-effective, particularly with respect to oversight of Special Districts. I have the time, interest, and ability to serve as an effective LAFCO Commissioner. I listen to others, respect differing opinions, and will work collaboratively with everyone to ensure our common goal of El Dorado County being a desirable place to live.

I will continue to represent the Special Districts in El Dorado County by making sure that we have a voice in the LAFCO process- that our various unique and specific interests are heard.



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO HILLS FIRE DEPARTMENT

This Agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "**JPA**"); and the El Dorado Hills Fire Department (hereinafter referred to as "**Contractor**"), whose principal place of business is 1050 Wilson Boulevard, El Dorado Hills, CA 95762.

RECITALS

WHEREAS, the **JPA** is responsible for providing Advanced Life Support ("ALS") pre-hospital medical care within its jurisdiction, in compliance with Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado ("Master Contract"); and

WHEREAS, **Contractor** desires to provide ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and

WHEREAS, the **Contractor**, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and

WHEREAS, the **JPA** and the **Contractor** agree that it is necessary to clearly define all expectations and regulations regarding the provision of ALS ambulance service for emergency and non-emergency prehospital calls, Standby and Special Event Services and routine medical transportation services in the current **Contractor** Agreement; and

WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and

WHEREAS, **Contractor** agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; Contract #2298 for Pre-hospital

Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, local and state statutes, ordinances or regulations; and

WHEREAS, the El Dorado County EMS Agency Medical Director, (“EMSA MD”) through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and

WHEREAS, the **JPA** and the **Contractor** agree that a higher level of medical training may be necessary to provide patient care. The **JPA** may require the **Contractor** to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and

WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and **Contractor** is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (PHI) pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; and the Genetic Information Nondiscrimination Act (the GINA).

NOW, THEREFORE, the **JPA** and **Contractor** mutually agree as follows:

SECTION 1-DEFINITIONS

Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SECTION 2-SCOPE OF SERVICES

2.1 **Contractor** agrees to provide full-service ALS Ambulance Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the **JPA**.

2.2 **Contractor** shall provide and operate one (1) pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.3 **Contractor** shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, **JPA** Policies and Procedures and any other applicable statute, ordinance, and resolution regulating ALS services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement.

In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

2.4 This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7, also referred to as the West Slope of El Dorado County. **Contractor** shall be responsible for providing pre-hospital ALS ambulance service for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

2.5 **Contractor** shall ensure that personnel are familiar with local geography throughout the primary response area.

2.6 Performance in this Agreement means appropriately staffed and equipped ambulances at the Advanced Life Support level which respond within defined Response Time standards and performance standards pursuant to the requirements established by the County and articulated in the Master Contract. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professionally and courteous at all times. In the performance of its obligation hereunder, it is agreed that **Contractor** is subject to medical control or direction of the County and the **JPA**.

2.7 **Contractor** shall not advertise itself or the responding ambulance unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hr-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.8 The designated Base Hospital for County Service Area No. 7 is Marshall Medical Center.

2.9 The designated Dispatch Center for County Service Area No. 7 is the California Department of Forestry and Fire Protection (CAL Fire) Emergency Command Center in Camino.

SECTION 3-SERVICE STANDARDS

3.1 **Contractor** shall transport each patient in need of or requiring transport to the appropriate hospital as defined in County Protocol.

3.2 **Contractor** shall immediately respond to requests for ambulance service from the designated dispatch center to the address or location given unless diverted by the designated dispatch center pursuant to the **JPA's** System Status Management Plan.

3.3 **Contractor** shall notify the designated dispatch center when en route, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. **Contractor** shall notify the designated dispatch center when they are committed to a call, out of service, back in service, back in in county, or when any other status change occurs.

3.4 **Contractor** shall immediately notify the designated dispatch center to be assigned to an incident in any circumstance involving an emergency response at a location not previously dispatched by the designated dispatch center.

3.5 In the event that the **Contractor** is unable to respond to a request for ambulance service, the crew shall immediately notify the designated dispatch center.

3.6 **Contractor** shall notify the hospital and give a report on patient status, treatment given, and estimated time of arrival. **Contractor** shall communicate current and ongoing patient assessments to the Hospital and collaborate with Hospital in the provision of care, and follow physician or MICN direction as instructed.

3.7 If contact with the Hospital is not obtainable, the **Contractor** shall operate under El Dorado County Treatment Protocols.

3.8 **Contractor** shall allow inspections, site visits, or ride-alongs at any time by County EMS Agency staff, and/or **JPA** staff, with reasonable notice, for purposes of Agreement compliance and medical quality assurance.

3.11 The **Contractor** and all personnel who provide service on the ambulance unit shall abide by the policies and operating procedures set forth by the **JPA** to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

3.12 The maximum unit hour utilization (UHU) for a 24-hour ambulance transport unit crew shall not exceed 0.40 continuously without **JPA** and County approval. The **JPA** and **Contractor** may review the System Status Management Plan any time the ratio of unit utilization to unit hour production exceeds 0.40 UHU.

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the **Contractor** may furnish courtesy stand-by ambulance coverage

at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Other community service-oriented entities may request non-dedicated standby ambulance coverage for special events from the **Contractor**. The **Contractor** is encouraged to provide such non-dedicated stand-by coverage to events when possible. The **Contractor** will offer such non-dedicated standby ambulance services at no charge.

4.2 Dedicated Standby Ambulance Service

Community service-oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the **Contractor**. Each dedicated standby ambulance service event shall have a two-hour minimum. The **Contractor** will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The **Contractor** is hereby authorized by **JPA** to execute any necessary contracts for these services with the requester of services. **Contractor** shall secure all billing information required by County so that County can bill the responsible parties for such services and provide to the **JPA** a copy of any such contract and required billing information.

SECTION 5-PERSONNEL

5.1 **Contractor** shall maintain a minimum staffing level of not less than one (1) EMT-Basic and one (1) EMT-Paramedic for each in-service Ambulance.

5.2 **Contractor** shall ensure that all EMT-Paramedic personnel are licensed by the State of California and accredited with the El Dorado County EMS Agency. **Contractor** shall ensure that all EMT-Basic personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide pre-hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.

5.3 **Contractor** shall ensure compliance with all EMT-Basic and EMT-Paramedic regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed.

5.4 **Contractor** shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.

5.5 In compliance with federal law, the **JPA** and its **Contractors** shall maintain a drug free workplace, including legalized marijuana.

5.6 In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT-Basic and one (1) qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

5.7 **Contractor** shall ensure that the medical certification and/or accreditation level of all personnel be available on request. Said identification shall be worn as deemed operationally necessary.

5.8 **Contractor** shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.

5.9 **Contractor** shall ensure professional and courteous conduct at all times from all personnel assigned to the **JPA** Ambulance Unit.

5.10 **Contractor** shall conduct annual written performance evaluations on each employee assigned to the **JPA** Ambulance Unit with regard to their medical duties and performance.

5.11 **Contractor** shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.

5.12 **Contractor** and **Contractor** employees assigned to the **JPA** Ambulance Unit shall comply with all applicable **JPA** policies, operating procedures, and standards.

5.13 The **Contractor** will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions. **Contractor** shall ensure safe and sanitary living quarters for on-duty personnel.

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

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

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

SECTION 7-TRAINING & EDUCATION

7.1 **Contractor** shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. **Contractor** shall provide specific records upon written request to the **JPA**.

7.2 **Contractor** shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.

7.3 **Contractor** shall provide qualified EMT-Paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station, receiving hospitals, and the **JPA** Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.

7.3.1 **Contractor** shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.

7.4 **Contractor** shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.

7.5 **Contractor** agrees that EMT- Paramedics and EMT-Basics shall maintain their accreditation and certification or licensure as required by state and local policy.

7.6 In addition to being either an EMT-Paramedic or EMT-Basic, **Contractor** agrees that employees staffing an ambulance shall at a minimum meet the agency's firefighter requirements. Employees will receive on-going firefighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter

SECTION 8- QUALITY ASSURANCE

8.1 **Contractor** shall at a minimum follow the requirements of the **JPA** CQI Plan.

8.2 **Contractor** shall participate in assigned **JPA** quality improvement/quality assurance activities and shall appoint appropriate personnel to serve on pre-hospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and as mutually agreed upon between the **Contractor** and the **JPA**.

8.3 **Contractor** shall cooperate fully in supplying all requested documentation to the **JPA**, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.

8.4 **Contractor** shall allow inspections, site visits or ride-a-longs at any time by **JPA** and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief or designee for purposes of **JPA** contract compliance and medical quality assurance.

8.5 **Contractor** shall comply with California Code of Regulations, Title 22 (Social Security), Division 9 (Pre-Hospital Emergency Medical Services), Chapter 12 (EMS System Quality Improvement), Articles 1 thru 4.

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

9.1 Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the **Contractor** shall be exempt from the maximum response time standards criteria. **Contractor** shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

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

9.3 During declared disasters or large-scale multi-casualty incidents, **Contractor** shall be exempt from all responsibilities for response-time performance. When the **Contractor** is notified that disaster assistance is no longer required, the **Contractor** shall return its resources to the primary area of responsibility and shall resume all operations in a timely manner.

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

10.1 The **JPA** will be financially responsible for the ambulance fleet. This financial responsibility includes asset/inventory management such as:

- A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
- B. Vehicle maintenance
- C. Vehicle parts
- D. Vehicle tires
- E. Medical Equipment (i.e. gurneys, powerloads, stair chairs, cardiac monitors, mechanical compression devices)
- F. Medical supplies
- G. Controlled Substances & Controlled Substance Storage
- H. Airgas equipment rental
- I. FasTrak equipment and fines
- J. Fuel
- K. Insurance for medic units

10.2 **Contractor** shall possess and maintain adequate medical supplies in compliance with the El Dorado County EMS Agency, and **JPA** Policies and Procedures Manuals. In addition, **Contractor** agrees to comply with all federal, state, local laws, rules and regulations and **JPA** policies and procedures related to the security and protection of the ambulances, medical supplies, equipment and controlled substances.

10.3 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. **Contractor** shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.

10.4 Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

10.5 Upon inspection by the County or the **JPA**, any primary or in service reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.

10.6 **Contractor** shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the **JPA** and the County EMS Agency.

10.7 **Contractor** shall recognize the right of the **JPA** to move issued equipment to another **Contractor** as needed to assure system wide services, as long as such movement does not impede **Contractor's** ability to provide the services defined in the Master Contract and this Agreement.

10.8 **Contractor** shall not take ownership of the ambulance or any related equipment.

10.9 The **JPA** shall provide ambulances and all other required equipment needed to function as an Advanced Life Support Unit.

SECTION 11- REPORTS & POLICIES

11.1 **Contractor** shall submit reports and data to the **JPA** in a form and manner approved by the **JPA**. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. **Contractor** shall be responsible to ensure that all information is provided to the **JPA** in a timely manner as indicated throughout this Agreement.

11.2 **Contractor** personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital form) for all emergency and non-emergency responses including non-transports.

11.2.1 The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.

11.2.2 **Contractor** personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, **Contractor** shall remain responsible to obtain the required information and submit it to the County. **Contractor** personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.

11.3 Ambulance Billing shall notify the **JPA** of failure to adequately complete and submit a PCR within forty-eight (48) hours of the completion of the call. Repeated failures to adequately complete the PCR shall be reported to the **JPA**, and the **JPA** shall notify **Contractor** to correct the omission/error situation. The **Contractor** shall have five

business days in which to furnish the required information to Ambulance Billing. For every ePCR not delivered within five (5) business days of the required delivery date, the **JPA** may fine the **Contractor** two hundred and fifty (\$250) dollars.

11.4 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, the **JPA** may fine **Contractor** an additional one thousand (\$1,000) dollars.

11.5 **Contractor** shall provide its personnel with Incident Report forms and shall ensure that its personnel understand and utilize such forms. **Contractor** shall notify the **JPA** within 24-hours of a sentinel event. Examples: injury to patient, crew or public, or high-profile incident. **Contractor** may also provide notification and Incident Forms to the El Dorado County EMS Agency.

11.6 **Contractor** shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the **Contractor** feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented in established EMSA forms and sent to the **JPA** by the next business day.

11.7 **Contractor** shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the **JPA** within 24 hours of the occurrence.

11.8 For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) **Contractor** shall submit a Response Time Exception Report to the **JPA**. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the **JPA** for the previous calendar month of service on a monthly basis by the 1st day of the next month.

11.9 **Contractor** shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the **JPA** for a period of one year.

11.10 **Contractor** shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the **JPA's** Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; and policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.

11.11 The **Contractor** will provide services to **JPA** and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to

Contractor for the purposes of carrying out its obligations. **Contractor** agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

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

11.12 **Contractor** shall comply with all applicable **JPA** policies, operating procedures, and standards.

11.13 **JPA** shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of **JPA** and/or CSA-7 in the possession of the **Contractor**. The list shall verified as accurate by the **Contractor**.

SECTION 12- COMPETITION

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

SECTION 13- BILLING FOR SERVICES

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

SECTION 14- COMPENSATION

14.1 Compensation shall be the **JPA** Board of Directors approved budget amounts as outlined in Appendix B.

14.2 **Contractor** shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the **JPA**.

14.3 The **JPA** will reimburse other **Contractor's** for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments. Such reimbursement to be at the actual cost of such services to the other members of the **JPA**.

14.4 A **Contractor** shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other **Contractors** or parties performing service under the Master Contract, or any liability other than that provided in this agreement.

14.5 **Contractor** shall not be responsible for benefits, wages, seniority, or other employee rights granted by any other **Contractor** to its employees if or when such other **Contractor** employees are assigned to the **Contractor** in the performance of services and functions pursuant to this agreement.

14.6 **Contractor** shall not be liable for compensation to or indemnification of other **Contractor** or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.

14.7 The **JPA** shall provide the funding and insurance policy for ambulance collision and comprehensive coverage for equipment of and on the ambulance.

14.8 The **JPA** shall provide dispatch services for ambulances, as defined in the Master Contract.

14.9 The **JPA** shall not be responsible for benefits, wages, seniority, workers' compensation, or other employee rights granted by law or by contract to **Contractor's** employees.

SECTION 15- CHANGES

15.1 This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.

15.1.1 This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.

15.1.2 The **JPA** may deny, suspend or revoke this Agreement for failure of the **Contractor** to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

SECTION 16- INDEPENDENT CONTRACTOR

16.1 In performance of the services herein provided for, **Contractor** shall be, and is, an independent contractor, and is not an agent or employee of **JPA**.

16.2 Pursuant to this Agreement, it is acknowledged and agreed that the **JPA** and **Contractor** are both legally separate entities. No other special relationship will arise from this Agreement except as so stated.

16.3 **Contractor** is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. **Contractor** exclusively assumes responsibility for acts of its employees,

associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

16.3.1 **Contractor** shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. **JPA** shall not be charged with responsibility of preventing risk to the **Contractor** or its employees.

16.3.2 **JPA** engages **Contractor** for **Contractor's** unique qualifications and skills as well as those of **Contractor's** personnel. **Contractor** shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of **JPA**.

16.4 **Contractor** is the sole employer of **Contractor's** employees. **JPA** has no right to direct, control, schedule, or supervise **Contractor's** employees, nor does the **JPA** have the right to hire or fire **Contractor's** employees or set their compensation. **JPA** shall not be liable for amounts owed by **Contractor** as a result of its employment relationship with its employees, such as wages, benefits, pension contributions, or workers' compensation.

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

17.1 **Contractor** certifies under the laws of the State of California that **Contractor** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

17.2 For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, physical or mental disability, or other protected characteristic include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

SECTION 18- INDEMNITY

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

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

SECTION 19- INSURANCE

19.1 The **Contractor** shall provide to the **JPA** proof of a policy of insurance and documentation evidencing that the **Contractor** maintains insurance that meets the following requirements set forth hereinafter.

19.1.1 Full Worker's Compensation and Employers' Liability Insurance covering all **JPA** funded employees of the **Contractor** as required by law in the State of California.

19.1.2 Commercial General Liability Insurance of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1.3 Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.

19.1.4 **Contractor** shall furnish a certificate of insurance satisfactory to the **JPA** as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the **JPA**.

19.2 **Contractor** agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, **Contractor** agrees to provide at least

thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the **JPA** and **Contractor** agrees that no work or services shall be performed prior to the giving of such approval. In the event **Contractor** fails to keep in effect at all times insurance coverage as herein provided, **JPA** may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

19.2.1 The certificate of insurance must include the following provisions stating that: 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to **JPA**, and; 2) The County and the **JPA**, and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. The additional insured provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

19.3 **Contractor's** insurance coverage shall be primary insurance as respects to the **JPA**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **JPA** its officers; officials, employees or volunteers shall be in excess of the **Contractor's** insurance and shall not contribute with it.

19.3.1 Any deductibles or self-insured retentions must be declared to and approved by the **JPA**, either:

19.3.1.1 The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **JPA**, its officers, officials, employees, and volunteers; or

19.3.1.2 **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19.4 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the **JPA**, its officers, officials, employees or volunteers.

19.5 The insurance companies shall have no recourse against the **JPA**, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

19.6 The **Contractor's** obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

19.7 In the event the **Contractor** cannot provide an occurrence policy, **Contractor** shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

19.7.1 Certificate of insurance shall meet such additional standards as may be determined by the **JPA**.

SECTION 20- INTEREST OF PUBLIC OFFICIAL

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

SECTION 21- INTEREST OF CONTRACTOR

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

SECTION 22- VENUE

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

SECTION 23- ADMINISTRATION

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

JPA
480 Locust Road
Diamond Springs, CA 95619
530-642-0622
Attn: Executive Director

Contractor
1050 Wilson Blvd.
El Dorado Hills, CA 95762
(916) 933-6623
Attn: Fire Chief

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

SECTION 24- DISPUTES

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

SECTION 25- FORCE MAJEURE

25.1 If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.

25.2 Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance

of, the Force Majeure, except for a reasonable time thereafter required to resume performance.

25.3 During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.4 Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement

25.5 The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.6 Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.

SECTION 26-AUTHORITY TO BIND

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

SECTION 27-SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

SECTION 28- TERM

This agreement shall become effective on July 1, 2023, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 29-PRIOR AGREEMENTS SUPERSEDED

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they supersede all prior written or oral agreements or understandings in connection with the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

In witness whereof, the parties hereto have executed this Agreement the day and year first below written.

Cristy Jorgensen, Executive Director
El Dorado County Emergency Services Authority

Date _____

Fire Chief Maurice Johnson
El Dorado Hills Fire Department

Date _____

DRAFT

Appendix A

HIPAA Business Associate Agreement Amendment

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO HILLS FIRE DEPARTMENT

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the **JPA**”) and the El Dorado Hills Fire Department (hereinafter referred to as “**Business Associate**”) supplements and is made part of the Business Associate Advanced Life Support Ambulance Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

RECITALS

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

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

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

WHEREAS, the **JPA** and its sub-contracting agency that is a recipient of PHI is a **Business Associate** as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the **Business Associate** of County Disclosed PHI.

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

required by this Amendment, or as required by law, or as otherwise permitted by law.

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

The **Business Associate** agrees to:

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

Individual, within sixty (60) days, information collected in accordance with this section to permit the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.

(3) The **Business Associate** shall have available for the **JPA** the information required by this section for the six (6) years preceding the **JPA**'s request for information.

D. Make available to the **JPA**, the **Business Associate**'s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the **Business Associate**'s compliance with the Privacy Rule, subject to any applicable legal restrictions.

E. Within thirty (30) days of receiving a written request from **JPA**, make available any and all information necessary for **JPA** to make an accounting of disclosures of **JPA** PHI by the **Business Associate**.

F. Within thirty (30) days of receiving a written request from **JPA**, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the **Business Associate**'s possession constitutes a Designated Record Set.

G. Not make any disclosure of PHI that **JPA** would be prohibited from making.

5. Obligations of **JPA**.

A. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any restrictions on the use and disclosure of PHI agreed to by **JPA** that may affect the **Business Associate**'s ability to perform its obligations under the Underlying Agreement, or this Amendment.

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

C. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the **Business Associate**'s use of disclosure of PHI.

D. **JPA** shall not request the **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **JPA**, except as may be expressly permitted by the Privacy Rule.

E. **JPA** will obtain any authorizations necessary for the use or disclosure of PHI, so that the **Business Associate** can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein. Upon termination of this Agreement for any reason, the **Business Associate**, with respect to protected health information received from the County or **JPA** or created, maintained, or received by the **Business Associate** on their behalf, shall:

- A. Retain only that protected health information which is necessary for the **Business Associate** to continue its proper management and administration or to carry out its legal responsibilities;
- B. Return or destroy the remaining protected health information that the **Business Associate** still maintains in any form;
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as the **Business Associate** retains the protected health information;
- D. Not use or disclose the protected health information retained by the **Business Associate** when it is no longer needed by the **Business Associate** for its proper management and administration or to carry out its legal responsibilities.

7. Amendment to Indemnity.

The **Business Associate** shall indemnify and hold harmless (1) the County and all Agencies, Districts, Special Districts and Departments of the County (2) the **JPA**, and (3) the County's and **JPA**'s respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, the "indemnified parties") from any liability whatsoever, based or asserted upon any services of the **Business Associate**, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the **Business Associate**, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. The **Business Associate** shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all indemnified parties in any claim or action based upon such alleged acts or omissions.

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

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

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO HILLS FIRE DEPARTMENT

1. The **Contractor** acknowledges and agrees 1) that the **JPA's** Master Contract with the County is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, **JPA** ambulance services and ambulance billing/collection services; and, 4) the Master Contract is primarily a fixed price Agreement with annual adjustments plus standby revenue. The **JPA** and **Contractor** agree that the County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.

2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual costs expended (i.e., payments made) with amounts not to exceed those listed in the chart below.

| Class 30 Expenses | | |
|---------------------------------------|---|--|
| Employee Salary & Benefits | Maximum Allowance: \$1,300,000 per medic unit | Compensation will be at actual cost of the previous months Employee Salary & Benefit cost. <i>*Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.</i> |
| Class 40 Expenses | | |
| Object Code 4022: Uniforms | Maximum Allowance: \$7,600 per medic unit | Compensated at actual cost. |
| Object Code 4304 Agency Admin | \$25,000 per medic unit | Compensated annually in July |

| | | |
|---|---|---|
| Object Code 4440: Rental/Lease Buildings | \$18,500 per medic unit | Compensated annually in January <i>*Payable to the Fire District where the medic unit is physically based.</i> |
| Object 4609 Staff Development | Maximum Allowance: \$7,600 per medic unit | Compensated at actual cost |
| Object 4700 Utilities | \$9,700 per medic unit | Compensated annually in January <i>*Payable to the Fire District where the medic unit is physically based.</i> |

3. Invoices submitted for reimbursement must be accompanied with supporting documentation of payment and the basis for such payment including receipts, invoices, personnel rosters and referenced line items and are subject to the review and approval of the **JPA** Executive Director or designee.
4. The **Contractor** agrees to submit a preliminary fiscal year budget to the **JPA** on an annual basis, which will be reviewed and approved by the **JPA** Finance Committee.
5. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the **JPA** or **Contractor**, dramatically increase the **Contractor's** expenses or decrease **JPA** revenues, either the **JPA** or the **Contractor** may request to meet and confer regarding the terms of this Agreement.
6. After the close of Fiscal Year 2022/23, **Contractor** may submit to the **JPA** a chart of all unused leave balances accrued during FY 22/23 for each employee while that employee was assigned full-time to a **JPA** ambulance. The chart should not include those hours that are included in an annual cash-out per the **Contractor's** bargaining agreement.

The chart submitted by the **Contractor** shall be accompanied by appropriate documentation of the calculation of employee(s) annual leave accrual and associated unused balance including hours and rate of pay.

The **JPA** shall record all such unused leave balances as accrued liabilities to the **Contractor**, to be reimbursed by the **JPA** as such time that (a) the respective **Contractor** employee is no longer assigned full time to a **JPA** Ambulance, or (b) this contract terminates because the **JPA** is no longer obligated under Contract #2298 (or subsequent contract) with the County of El Dorado for Prehospital Advanced Life Support, Ambulance and Dispatch Services.

Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Class 39 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

7. If additional funds are available after the request for unused leave balances have been funded, **Contractor** may request additional funding to reimburse administrative expenses above and beyond the amounts described above based on the following:
 - a. Calculation formula will be: # of medic unit personnel as a % of total department full-time employee count. This % is applied towards the comprehensive salary and benefit cost of administrative employees who support medic unit operations.

Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

8. If additional funds are available after the reimbursement of Administrative fees (based on the calculation formula in item #6 above), **Contractor** may request additional reimbursement of actual personnel expenses over the contractually obligated amount. Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Medic Unit Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

8. Any request for additional funds above and beyond those specifically defined in this agreement under Appendix B, Item #2, are subject to the review and approval of the **JPA** Board of Directors.



**El Dorado County
Emergency Services Authority**

**ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT
BETWEEN
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND
EL DORADO HILLS FIRE DEPARTMENT**

This Agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "**JPA**"); and the El Dorado Hills Fire Department (hereinafter referred to as "**Contractor**"), whose principal place of business is 1050 Wilson Boulevard, El Dorado Hills, CA 95762.

RECITALS

WHEREAS, the **JPA** is responsible for providing Advanced Life Support ("ALS") pre-hospital medical care within its jurisdiction, in compliance with Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado ("Master Contract"); and

WHEREAS, **Contractor** desires to provide ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and

WHEREAS, the **Contractor**, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and

WHEREAS, the **JPA** and the **Contractor** agree that it is necessary to clearly define all expectations and regulations regarding the provision of ALS ambulance service for emergency and non-emergency prehospital calls, Standby and Special Event Services and routine medical transportation services in the current **Contractor** Agreement; and

WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and

WHEREAS, **Contractor** agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; Contract #2298 for Pre-hospital

Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, local and state statutes, ordinances or regulations; and

WHEREAS, the El Dorado County EMS Agency Medical Director, ("EMSA MD") through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and

WHEREAS, the **JPA** and the **Contractor** agree that a higher level of medical training may be necessary to provide patient care. The **JPA** may require the **Contractor** to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and

WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and **Contractor** is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (PHI) pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; and the Genetic Information Nondiscrimination Act (the GINA).

NOW, THEREFORE, the **JPA** and **Contractor** mutually agree as follows:

SECTION 1-DEFINITIONS

Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SECTION 2-SCOPE OF SERVICES

2.1 **Contractor** agrees to provide full-service ALS Ambulance Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the **JPA**.

2.2 **Contractor** shall provide and operate one (1) pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.3 **Contractor** shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, **JPA** Policies and Procedures and any other applicable statute, ordinance, and resolution regulating ALS services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement.

In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

2.4 This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7, also referred to as the West Slope of El Dorado County. **Contractor** shall be responsible for providing pre-hospital ALS ambulance service for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

2.5 **Contractor** shall ensure that personnel are familiar with local geography throughout the primary response area.

2.6 Performance in this Agreement means appropriately staffed and equipped ambulances at the Advanced Life Support level which respond within defined Response Time standards and performance standards pursuant to the requirements established by the County and articulated in the Master Contract. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professionally and courteous at all times. In the performance of its obligation hereunder, it is agreed that **Contractor** is subject to medical control or direction of the County and the **JPA**.

2.7 **Contractor** shall not advertise itself or the responding ambulance unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hr-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.8 The designated Base Hospital for County Service Area No. 7 is Marshall Medical Center.

2.9 The designated Dispatch Center for County Service Area No. 7 is the California Department of **FP**orestry and Fire Protection (CAL Fire) Emergency Command Center in Camino.

SECTION 3-SERVICE STANDARDS

3.1 **Contractor** shall transport each patient in need of or requiring transport to the appropriate hospital as defined in County Protocol.

3.2 **Contractor** shall immediately respond to requests for ambulance service from the designated dispatch center to the address or location given unless diverted by the designated dispatch center pursuant to the **JPA's** System Status Management Plan.

3.3 **Contractor** shall notify the designated dispatch center when en route, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. **Contractor** shall notify the designated dispatch center when they are committed to a call, out of service, back in service, back in county, or when any other status change occurs.

3.4 **Contractor** shall immediately notify the designated dispatch center to be assigned to an incident in any circumstance involving an emergency response at a location not previously dispatched by the designated dispatch center.

3.5 In the event that the **Contractor** is unable to respond to a request for ambulance service, the crew shall immediately notify the designated dispatch center.

3.6 **Contractor** shall notify the hospital and give a report on patient status, treatment given, and estimated time of arrival. **Contractor** shall communicate current and ongoing patient assessments to the Hospital and collaborate with Hospital in the provision of care, and follow physician or MICN direction as instructed.

3.7 If contact with the Hospital is not obtainable, the **Contractor** shall operate under El Dorado County Treatment Protocols.

3.8 **Contractor** shall allow inspections, site visits, or ride-alongs at any time by County EMS Agency staff, and/or **JPA** staff, with reasonable notice, for purposes of Agreement compliance and medical quality assurance.

3.11 The **Contractor** and all personnel who provide service on the ambulance unit shall abide by the policies and operating procedures set forth by the **JPA** to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

3.12 The maximum unit hour utilization (UHU) for a 24-hour ambulance transport unit crew shall not exceed 0.40 continuously without **JPA** and County approval. The **JPA** and **Contractor** may review the System Status Management Plan any time the ratio of unit utilization to unit hour production exceeds 0.40 UHU.

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the **Contractor** may furnish courtesy stand-by ambulance coverage

at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Other community service-oriented entities may request non-dedicated standby ambulance coverage for special events from the **Contractor**. The **Contractor** is encouraged to provide such non-dedicated stand-by coverage to events when possible. The **Contractor** will offer such non-dedicated standby ambulance services at no charge.

4.2 Dedicated Standby Ambulance Service

Community service-oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the **Contractor**. Each dedicated standby ambulance service event shall have a two-hour minimum. The **Contractor** will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The **Contractor** is hereby authorized by **JPA** to execute any necessary contracts for these services with the requester of services. **Contractor** shall secure all billing information required by County so that County can bill the responsible parties for such services and provide to the **JPA** a copy of any such contract and required billing information.

SECTION 5-PERSONNEL

5.1 **Contractor** shall maintain a minimum staffing level of not less than one (1) EMT-Basic and one (1) EMT-Paramedic for each in-service Ambulance.

5.2 **Contractor** shall ensure that all EMT-Paramedic personnel are licensed by the State of California and accredited with the El Dorado County EMS Agency. **Contractor** shall ensure that all EMT-Basic personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide pre-hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.

5.3 **Contractor** shall ensure compliance with all EMT-Basic and EMT-Paramedic regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed.

5.4 **Contractor** shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.

5.5 In compliance with federal law, the **JPA** and its **Contractors** shall maintain a drug free workplace, including legalized marijuana.

5.6 In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT-Basic and one (1) qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

5.7 **Contractor** shall ensure that the medical certification and/or accreditation level of all personnel be available on request. Said identification shall be worn as deemed operationally necessary.

5.8 **Contractor** shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.

5.9 **Contractor** shall ensure professional and courteous conduct at all times from all personnel assigned to the **JPA** Ambulance Unit.

5.10 **Contractor** shall conduct annual written performance evaluations on each employee assigned to the **JPA** Ambulance Unit with regard to their medical duties and performance.

5.11 **Contractor** shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.

5.12 **Contractor** and **Contractor** employees assigned to the **JPA** Ambulance Unit shall comply with all applicable **JPA** policies, operating procedures, and standards.

5.13 The **Contractor** will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions. **Contractor** shall ensure safe and sanitary living quarters for on-duty personnel.

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

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

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

SECTION 7-TRAINING & EDUCATION

7.1 **Contractor** shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. **Contractor** shall provide specific records upon written request to the **JPA**.

7.2 **Contractor** shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.

7.3 **Contractor** shall provide qualified EMT-Paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station, receiving hospitals, and the **JPA** Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.

7.3.1 **Contractor** shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.

7.4 **Contractor** shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.

7.5 **Contractor** agrees that EMT- Paramedics and EMT-Basics shall maintain their accreditation and certification or licensure as required by state and local policy.

7.6 In addition to being either an EMT-Paramedic or EMT-Basic, **Contractor** agrees that employees staffing an ambulance shall at a minimum meet the agency's firefighter requirements. Employees will receive on-going firefighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter

SECTION 8- QUALITY ASSURANCE

8.1 **Contractor** shall at a minimum follow the requirements of the **JPA** CQI Plan.

8.2 **Contractor** shall participate in assigned **JPA** quality improvement/quality assurance activities and shall appoint appropriate personnel to serve on pre-hospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and as mutually agreed upon between the **Contractor** and the **JPA**.

8.3 **Contractor** shall cooperate fully in supplying all requested documentation to the **JPA**, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.

8.4 **Contractor** shall allow inspections, site visits or ride-a-longs at any time by **JPA** and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief or designee for purposes of **JPA** contract compliance and medical quality assurance.

8.5 **Contractor** shall comply with California Code of Regulations, Title 22- (Social Security), Division 9- (Pre-Hospital Emergency Medical Services), Chapter 12- (EMS System Quality Improvement), Articles 1 thru ~~45~~.

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

9.1 Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the **Contractor** shall be exempt from the maximum response time standards criteria. **Contractor** shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

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

9.3 During declared disasters or large-scale multi-casualty incidents, **Contractor** shall be exempt from all responsibilities for response-time performance. When the **Contractor** is notified that disaster assistance is no longer required, the **Contractor** shall return its resources to the primary area of responsibility and shall resume all operations in a timely manner.

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

10.1 The **JPA** will be financially responsible for the ambulance fleet. This financial responsibility includes asset/inventory management such as:

- A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
- B. Vehicle maintenance
- C. Vehicle parts
- D. Vehicle tires
- E. Medical Equipment (i.e. gurneys, powerloads, stair chairs, cardiac monitors, mechanical compression devices)
- F. Medical supplies
- G. Controlled Substances & Controlled Substance Storage
- H. Airgas equipment rental
- I. FasTrak equipment and fines
- J. Fuel
- K. Insurance for medic units

10.2 **Contractor** shall possess and maintain adequate medical supplies in compliance with the El Dorado County EMS Agency, and **JPA** Policies and Procedures Manuals. In addition, **Contractor** agrees to comply with all federal, state, local laws, rules and regulations and **JPA** policies and procedures related to the security and protection of the ambulances, medical supplies, equipment and controlled substances.

10.3 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. **Contractor** shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.

10.4 Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

10.5 Upon inspection by the County or the **JPA**, any primary or in service reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.

10.6 **Contractor** shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the **JPA** and the County EMS Agency.

10.7 **Contractor** shall recognize the right of the **JPA** to move issued equipment to another **Contractor** as needed to assure system wide services, as long as such movement does not impede **Contractor's** ability to provide the services defined in the Master Contract and this Agreement.

10.8 **Contractor** shall not take ownership of the ambulance or any related equipment.

10.9 The **JPA** shall provide ambulances and all other required equipment needed to function as an Advanced Life Support Unit.

SECTION 11- REPORTS & POLICIES

11.1 **Contractor** shall submit reports and data to the **JPA** in a form and manner approved by the **JPA**. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. **Contractor** shall be responsible to ensure that all information is provided to the **JPA** in a timely manner as indicated throughout this Agreement.

11.2 **Contractor** personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital ~~and/or paper~~ form) for all emergency and non-emergency responses including non-transports.

11.2.1 The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.

11.2.2 **Contractor** personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, **Contractor** shall remain responsible to obtain the required information and submit it to the County. **Contractor** personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.

11.3 Ambulance Billing shall notify the **JPA** of failure to adequately complete and submit a PCR within forty-eight (48) hours of the completion of the call. Repeated failures to adequately complete the PCR shall be reported to the **JPA**, and the **JPA** shall notify **Contractor** to correct the omission/error situation. The **Contractor** shall have five

business days in which to furnish the required information to Ambulance Billing. For every ePCR not delivered within five (5) business days of the required delivery date, the **JPA** may fine the **Contractor** two hundred and fifty (\$250) dollars.

11.4 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, the **JPA** may fine **Contractor** an additional one thousand (\$1,000) dollars.

11.5 **Contractor** shall provide its personnel with Incident Report forms and shall ensure that its personnel understand and utilize such forms. **Contractor** shall notify the **JPA** within 24-hours of a sentinel event. Examples: injury to patient, crew or public, or high-profile incident. **Contractor** may also provide notification and Incident Forms to the El Dorado County EMS Agency.

11.6 **Contractor** shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the **Contractor** feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented in established EMSA forms and sent to the **JPA** by the next business day.

11.7 **Contractor** shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the **JPA** within 24 hours of the occurrence.

11.8 For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) **Contractor** shall submit a Response Time Exception Report to the **JPA**. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the **JPA** for the previous calendar month of service on a monthly basis by the 1st day of the next month.

11.9 **Contractor** shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the **JPA** for a period of one year.

11.10 **Contractor** shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the **JPA**'s Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; ~~and~~ policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.

11.11 The **Contractor** will provide services to **JPA** and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to

Contractor for the purposes of carrying out its obligations. **Contractor** agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

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

11.12 **Contractor** shall comply with all applicable **JPA** policies, operating procedures, and standards.

11.13 **JPA** shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of **JPA** and/or CSA-7 in the possession of the **Contractor**. The list shall verified as accurate by the **Contractor**.

SECTION 12- COMPETITION

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

SECTION 13- BILLING FOR SERVICES

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

SECTION 14- COMPENSATION

14.1 Compensation shall be the **JPA** Board of Directors approved budget amounts as outlined in Appendix B.

14.2 **Contractor** shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the **JPA**.

14.3 The **JPA** will reimburse other **Contractor's** for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments. Such reimbursement to be at the actual cost of such services to the other members of the **JPA**.

14.4 A **Contractor** shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other **Contractor's** or parties performing service under the Master Contract, or any liability other than that provided in this agreement.

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14.5 **Contractor** shall not be responsible for benefits, wages, seniority, or other employee rights granted by any other **Contractor** to its employees if or when such other **Contractor** employees are assigned to the **Contractor** in the performance of services and functions pursuant to this agreement.

14.6 **Contractor** shall not be liable for compensation to or indemnification of other **Contractor** or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.

14.7 The **JPA** shall provide the funding and insurance policy for ambulance collision and comprehensive coverage for equipment of and on the ambulance.

14.8 The **JPA** shall provide dispatch services for ambulances, as defined in the Master Contract.

14.9 The **JPA** shall not be responsible for benefits, wages, ~~seniority~~seniority, workers' compensation, or other employee rights granted by law or by contract to **Contractor's** employees.

SECTION 15- CHANGES

15.1 This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.

15.1.1 This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.

15.1.2 The **JPA** may deny, suspend or revoke this Agreement for failure of the **Contractor** to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

SECTION 16- INDEPENDENT CONTRACTOR

16.1 In performance of the services herein provided for, **Contractor** shall be, and is, an independent contractor, and is not an agent or employee of **JPA**.

16.2 Pursuant to this Agreement, it is acknowledged and agreed that the **JPA** and **Contractor** are both legally separate entities. No other special relationship will arise from this Agreement except as so stated.

16.3 **Contractor** is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. **Contractor** exclusively assumes responsibility for acts of its employees,

associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

16.3.1 **Contractor** shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. **JPA** shall not be charged with responsibility of preventing risk to the **Contractor** or its employees.

16.3.2 **JPA** engages **Contractor** for **Contractor's** unique qualifications and skills as well as those of **Contractor's** personnel. **Contractor** shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of **JPA**.

16.4 **Contractor** is the sole employer of **Contractor's** employees. **JPA** has no right to direct, control, schedule, or supervise **Contractor's** employees, nor does the **JPA** have the right to hire or fire **Contractor's** employees or set their compensation. **JPA** shall not be liable for amounts owed by **Contractor** as a result of its employment relationship with its employees, such as wages, benefits, pension contributions, or workers' compensation.

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

17.1 **Contractor** certifies under the laws of the State of California that **Contractor** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129009 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 32, Part 1, Chapter 1, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

17.2 For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, physical or mental disability, or other protected characteristic include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

SECTION 18- INDEMNITY

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

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

SECTION 19- INSURANCE

19.1 The **Contractor** shall provide to the **JPA** proof of a policy of insurance and documentation evidencing that the **Contractor** maintains insurance that meets the following requirements set forth hereinafter.

19.1.1 Full Worker's Compensation and Employers' Liability Insurance covering all **JPA** funded employees of the **Contractor** as required by law in the State of California.

19.1.2 Commercial General Liability Insurance of not less than \$~~63~~,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1.3 Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$~~46~~,000,000 per occurrence.

19.1.4 **Contractor** shall furnish a certificate of insurance satisfactory to the **JPA** as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the **JPA**.

19.2 **Contractor** agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, **Contractor** agrees to provide at least

thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the **JPA** and **Contractor** agrees that no work or services shall be performed prior to the giving of such approval. In the event **Contractor** fails to keep in effect at all times insurance coverage as herein provided, **JPA** may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

19.2.1 The certificate of insurance must include the following provisions stating that: 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to **JPA**, and; 2) The County and the JPA, its and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This-The additional insured provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

19.3 **Contractor's** insurance coverage shall be primary insurance as respects to the **JPA**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **JPA** its officers; officials, employees or volunteers shall be in excess of the **Contractor's** insurance and shall not contribute with it.

19.3.1 Any deductibles or self-insured retentions must be declared to and approved by the **JPA**, either:

19.3.1.1 The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **JPA**, its officers, officials, employees, and volunteers; or

19.3.1.2 **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19.4 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the **JPA**, its officers, officials, employees or volunteers.

19.5 The insurance companies shall have no recourse against the **JPA**, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

19.6 The **Contractor's** obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

19.7 In the event the **Contractor** cannot provide an occurrence policy, **Contractor** shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

19.7.1 Certificate of insurance shall meet such additional standards as may be determined by the **JPA**.

SECTION 20- INTEREST OF PUBLIC OFFICIAL

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

SECTION 21- INTEREST OF CONTRACTOR

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

SECTION 22- VENUE

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

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SECTION 23- ADMINISTRATION

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

JPA
480 Locust Road
Diamond Springs, CA 95619
530-642-0622
Attn: Executive Director

Contractor
1050 Wilson Blvd.
El Dorado Hills, CA 95762
(916) 933-6623
Attn: Fire Chief

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

SECTION 24- DISPUTES

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

SECTION 25- FORCE MAJEURE

25.1 If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.

25.2 Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance

of, the Force Majeure, except for a reasonable time thereafter required to resume performance.

25.3 During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.4 Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement

25.5 The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.6 Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.

25.7-SECTION 26-AUTHORITY TO BIND

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

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25.8-SECTION 27-SEVERABILITY

-If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

SECTION 26.28- TERM

~~26.1~~This agreement shall become effective on July 1, 202~~3~~², and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 27.29-PRIOR AGREEMENTS SUPERSEDED

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they supersede all prior written or oral agreements or understandings in connection with the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

In witness whereof, the parties hereto have executed this Agreement the day and year first below written.

~~Brian K. Veerkamp~~Cristy Jorgensen, Executive Director
El Dorado County Emergency Services Authority

Date _____

Fire Chief Maurice Johnson
El Dorado Hills Fire Department

Date _____

DRAFT

Appendix A

HIPAA Business Associate Agreement Amendment

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND
EL DORADO HILLS FIRE DEPARTMENT

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the **JPA**”) and the El Dorado Hills Fire Department (hereinafter referred to as “**Business Associate**”) supplements and is made part of the Business Associate Advanced Life Support Ambulance Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

RECITALS

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

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

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

WHEREAS, the **JPA** and its sub-contracting agency that is a recipient of PHI is a **Business Associate** as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the **Business Associate** of County Disclosed PHI.

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

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receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the **Business Associate**. In connection with its use of PHI disclosed to the **Business Associate**, the **Business Associate** agrees to:

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

4. PHI Access, Amendment and Disclosure Accounting.

The **Business Associate** agrees to:

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

- (2) The ~~JPA-Business Associate~~ agrees to provide to **JPA** or an Individual, within sixty (60) days, information collected in accordance with this section to permit the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) The **Business Associate** shall have available for the **JPA** the information required by this section for the six (6) years preceding the **JPA**'s request for information.

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

5. Obligations of JPA.

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

this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein. Upon termination of this Agreement for any reason, the **Business Associate**, with respect to protected health information received from the County or **JPA** or created, maintained, or received by the **Business Associate** on their behalf, shall:

- A. Retain only that protected health information which is necessary for the **Business Associate** to continue its proper management and administration or to carry out its legal responsibilities;
- B. Return or destroy the remaining protected health information that the **Business Associate** still maintains in any form;
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as the **Business Associate** retains the protected health information;
- D. Not use or disclose the protected health information retained by the **Business Associate** when it is no longer needed by the **Business Associate** for its proper management and administration or to carry out its legal responsibilities.

7. Amendment to Indemnity.

The **Business Associate** shall indemnify and hold harmless (1) the County and all Agencies, Districts, Special Districts and Departments of the County (2) and the JPA, their and (3) the County's and JPA's respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, the "indemnified parties") from any liability whatsoever, based or asserted upon any services of the **Business Associate**, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the **Business Associate**, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. The **Business Associate** shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all indemnified parties Agencies, Districts, Special Districts and Departments of the County and the JPA, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the **Business Associate**, the **Business Associate** shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or

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

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

**EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND
EL DORADO HILLS FIRE DEPARTMENT**

1. The **Contractor** acknowledges and agrees 1) that the **JPA's** Master Contract with the County is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, **JPA** ambulance services and ambulance billing/collection services; and, 4) the Master Contract is primarily a fixed price Agreement with annual adjustments plus standby revenue. The **JPA** and **Contractor** agree that the County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.
2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual costs expended (i.e., payments made) with amounts not to exceed those listed in the chart below.

| Class 30 Expenses | | |
|---------------------------------------|---|---|
| Employee Salary & Benefits | Maximum Allowance: \$1,320,000 per medic unit | <u>July 2022 will be compensated at a flat rate of \$100,000 per unit. Beginning with August 2022, Compensation will be at actual cost of the previous months Employee Salary & Benefit cost.</u> <i>*Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.</i> |

| Class 40 Expenses | | | |
|---|---|---|--|
| Object Code 4022: Uniforms | Maximum Allowance: \$ 6,000 7,600 per medic unit | Compensated at actual cost. | |
| Object Code 4304 Agency Admin | \$2 50 ,000 per medic unit | Compensated annually in July | |
| Object Code 4440: Rental/Lease Buildings | \$18,500 per medic unit | Compensated annually in January <i>*Payable to the Fire District where the medic unit is physically based.</i> | |
| Object 4609 Staff Development | Maximum Allowance: \$ 6,000 7,600 per medic unit | Compensated at actual cost | |
| Object 4700 Utilities | \$9,700 per medic unit | Compensated annually in January <i>*Payable to the Fire District where the medic unit is physically based.</i> | |

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3. Invoices submitted for reimbursement must be accompanied with supporting documentation of payment and the basis for such payment including receipts, invoices, personnel rosters and referenced line items and are subject to the review and approval of the **JPA** Executive Director or designee.
4. The **Contractor** agrees to submit a preliminary fiscal year budget to the **JPA** on an annual basis, which will be reviewed and approved by the **JPA** Finance Committee ~~and Board of Directors.~~
- ~~5. The **Contractor** agrees to submit a monthly Expenditure report to the **JPA**, which will be reviewed by the **JPA** Finance Committee and Board of Directors.~~
5. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the **JPA** or **Contractor**, dramatically increase the **Contractor's** expenses or decrease **JPA** revenues, either the **JPA** or the **Contractor** may request to meet and confer regarding the terms of this Agreement.
6. After the close of Fiscal Year 2022/23, **Contractor** may submit to the **JPA** a chart of all unused leave balances accrued during FY 22/23 for each employee while that employee was assigned full-time to a **JPA** ambulance. The chart should not include those hours that are included in an annual cash-out per the **Contractor's** bargaining agreement.

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The chart submitted by the **Contractor** shall be accompanied by appropriate documentation of the calculation of employee(s) annual leave accrual and associated unused balance including hours and rate of pay.

The **JPA** shall record all such unused leave balances as accrued liabilities to the **Contractor**, to be reimbursed by the **JPA** as such time that (a) the respective **Contractor** employee is no longer assigned full time to a **JPA** Ambulance, or (b) this contract terminates because the **JPA** is no longer obligated under Contract #2298 (or subsequent contract) with the County of El Dorado for Prehospital Advanced Life Support, Ambulance and Dispatch Services.

Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Class 39 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

7. If additional funds are available after the request for unsued leave balances have been funded, **Contractor** may request additional funding to reimburse administrative expenses above and beyond the amounts described above based on the following:

a. Calculation formula will be: # of medic unit personnel as a % of total department full-time employee count. This % is applied towards the comprehensive salary and benefit cost of administrative employees who support medic unit operations.

Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

8. If additional funds are available after the reimbursement of Administrative fees (based on the calculation formula in item #6 above), **Contractor** may request additional reimbursement of actual personnel expenses over the contractually obligated amount. Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Medic Unit Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

8. Any request for additional funds above and beyond those specifically defined in this agreement under Appendix B, Item #2, are subject to the review and approval of the **JPA** Board of Directors.

6.—

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Maurice Johnson
Fire Chief

El Dorado Hills Fire Department

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

DATE: April 25, 2023

TO: Board of Directors

ITEM No.: XV-A

SUBJECT: Ordinance 2023-01 – Second Reading and Approval

TOPIC

An Ordinance of the El Dorado Hills County Water District Related to Hazardous Vegetation Management on Unimproved Parcels, and Declaring Certain Hazardous Vegetation and Combustible Materials a Public Nuisance, and Providing for the Removal Thereof.

SUMMARY

Staff requests that the Board of Directors complete a second reading and consider the adoption of proposed Ordinance Number 2023-01 of the El Dorado Hills County Water District (EDHCWD). This proposed ordinance provides regulations pertaining to the maintenance and care of unimproved parcels so that they do not pose a fire hazard in the community and identifies the process EDHCWD will complete to the extent that such hazards are either addressed by the responsible person or abated by the District.

DISCUSSION

Staff is requesting that the Board of Directors of EDHCWD consider the adoption of Ordinance 2023-01. This ordinance, if adopted, would provide regulations that would be applicable to all undeveloped parcels¹ located within the District. This Ordinance is intended to provide specific criteria that land owners and other related persons must meet on an on-going basis to eliminate fire hazards on their property. Failure to comply with this Ordinance may lead to the abatement of the fire hazard as a public nuisance and may lead to abatement costs and administrative penalties being assessed against the responsible person(s) who maintain control of the parcel.

¹ Both Federal and State owned lands are exempt from the Ordinance. Public school districts are also generally exempt. This Ordinance does pertain to public owned lands owned by the County and independent special districts.

“Our Mission: We, the El Dorado Hills Fire Department, exist to serve and protect the Community through emergency management.”

The threat of a wildfire threatening lives and properties located within the District is a constant risk to the well-being of the public. This ordinance intends to reduce that risk through the implementation of specific mitigation measures that are found in many communities throughout the Region and State. This Ordinance is intended to enact provisions pursuant to the powers granted to EDHCWD concerning the abatement of hazardous vegetation and combustible materials as contained within California Health & Safety Code Section 13861(h), 13879 and 14875 e seq., and 14930 as well as the authority granted to EDHCWD under various State and County statues and regulations.

This Ordinance is intended to apply to unimproved parcels regardless of size. The abatement of hazardous vegetation posing a fire hazard in the community shall occur by no later than May 1st each year unless otherwise directed by the Fire Code Official. Failure of a responsible person(s) to comply with these provisions by that date may lead to the abatement of the fire hazard as a public nuisance by EDHCWD. Abatement costs and administrative penalties may be applied against the responsible person(s) by EDHCWD as described in the Ordinance.

The Ordinance is proposed to include the following provisions:

- **Section 1 (Findings of Fact)** establishes ten (10) factors that support more restrictive regulations pertaining to the removal of hazardous vegetation and combustible materials on individual parcels than State law.
- **Section 2 (Application of Ordinance)** defines the authority of the District to require the provisions described in this Ordinance. The Ordinance applies specifically to unimproved parcels regardless of size located within the District.
- **Section 3 (Definitions)** describes thirty (30) definitions that are applicable to this ordinance.
- **Section 4 (CEQA)** describes the categorical exemption within the California Environmental Quality Act that permits the removal of hazardous vegetation and combustible materials on lands without the need to obtain environmental approval from the County of El Dorado.
- **Section 5 (Clearance of Hazardous Vegetation on Unimproved Parcels)** describes the specific criteria that landowners are required to comply with to ensure that their parcel does not constitute a fire hazard.
- **Section 6 (Acceptable Methods of Clearance)** describes the approved methods that land owners may use to remove hazardous vegetation and combustible materials from their parcel so that a fire hazard does not exist.
- **Section 7 (Duty to Abate Hazardous Vegetation and Combustible Materials)** describes the duties of the property owner, occupant and person of control of the land (Responsible Person) to abate a fire hazard on their parcel.

- **Section 8 (Corrective Actions)** describes the actions the Fire Code Official may require of the Responsible Person(s) once a fire hazard has been declared.
- **Section 9 (Inspections by EDHFD)** authorizes the Fire Code Official to enter onto an unimproved parcel with reasonable cause for the purpose of ensuring that the parcel does not constitute a public nuisance.
- **Section 10 (Reoccurring Fire Hazard)** describes the factors in which a parcel may be declared a reoccurring fire hazard by the Board of Directors.
- **Section 11 (Penalties)** describes potential penalties that may be applied against a Responsible Person(s) who fail to comply with this Ordinance.
- **Section 12 (Abatement of Nuisance by Fire Code Official)** describes the authority of the Fire Chief, or their designee, of the El Dorado Hills Fire Department to abate a public nuisance on a parcel.
- **Section 13 (Abatement Procedures)** describes the process used by the El Dorado Hills Fire Department to notify the Responsible Person(s) of the fire hazard on their property prior to the parcel being declared a public nuisance and abated.
- **Section 14 (Real Estate Transactions)** describes the responsibility of the Responsible Person(s) to notify a potential buyer of an unimproved parcel that they must comply with this Ordinance.
- **Section 15 (Conflict)** describes the process the District will follow when a conflict with another ordinance or regulation exists.
- **Section 16 (Severability)** describes the use of this Ordinance when a provision of these regulations are determined to be invalid by a court of competent jurisdiction.
- **Section 17 (Effective Date and Publication)** describes that this ordinance will become effective thirty (30) calendar days after the adoption of the Ordinance by the Board after the second reading.

Two draft copies of the proposed ordinance are attached for your review. The first is a strike-out/edit version of the draft ordinance that contains the three changes to the ordinance identified during the First Reading of the ordinance at the Special Board Meeting on March 29, 2023. Staff is also recommending a fourth change to the ordinance in Section 14.1 pertaining to Real Estate Transactions to clarify the reporting requirements to EDHCWD when a property transfer occurs to another party. The second is a clean version of the draft ordinance that includes the changes previously identified and is properly formatted for potential adoption.

If adopted by the Board this ordinance will become effective 30 days after its approval.

“Our Mission: We, the El Dorado Hills Fire Department, exist to serve and protect the Community through emergency management.”

ENVIRONMENTAL IMPACT

This action is categorically exempt from environmental review pursuant to California Code of Regulations Title 14 Section 15304 (Minor Alterations to Land).

FISCAL IMPACT

There is no direct fiscal impact for adopting this ordinance related to hazardous vegetation and combustible material abatement. Associated staffing and cost for enforcement will be addressed in the El Dorado Hills Fire Department proposed budget on a fiscal year basis.

RECOMMENDATION

Staff recommends that the Board of Directors adopt Ordinance 2023-01.

Submitted by:



Ronald A. Phillips
Project Management Specialist

Attachment: Draft Ordinance 2023-01, Strike Out/Edit and Clean Format Versions

EL DORADO HILLS COUNTY WATER DISTRICT
EL DORADO HILLS FIRE DEPARTMENT
ORDINANCE NO. 2023-01

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS
COUNTY WATER DISTRICT AS FOLLOWS:

**AN ORDINANCE OF THE EL DORADO HILLS COUNTY WATER DISTRICT RELATED TO
HAZARDOUS VEGETATION MANAGEMENT ON UNIMPROVED PARCELS, AND
DECLARING CERTAIN HAZAROUS VEGETATION AND COMBUSTIBLE MATERIALS A
PUBLIC NUISANCE, AND PROVIDING FOR THE REMOVAL THEREOF.**

Be it ORDAINED by the Board of Directors of the El Dorado Hills County Water District (EDHCWD),
also known as the El Dorado Hills Fire Department:

- Section 1: **FINDINGS OF FACTS**
- Section 2: **APPLICATION OF ORDINANCE**
- Section 3: **DEFINITIONS**
- Section 4: **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**
- Section 5: **CLEARANCE OF HAZARDOUS VEGETATION ON UNIMPROVED PARCELS**
- Section 6: **ACCEPTABLE METHODS OF CLEARANCE**
- Section 7: **DUTY TO ABATE HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL**
- Section 8: **CORRECTIVE ACTIONS**
- Section 9: **INSPECTIONS BY THE EL DORADO HILLS FIRE DEPARTMENT**
- Section 10: **REOCCURRING FIRE HAZARD**
- Section 11: **PENALTIES**
- Section 12: **ABATEMENT OF NUISANCE BY FIRE CODE OFFICIAL**
- Section 13: **ABATEMENT PROCEDURES**
- Section 14: **REAL ESTATE TRANSACTIONS**
- Section 15: **CONFLICT**
- Section 16: **SEVERABILITY**
- Section 17: **EFFECTIVE DATE AND PUBLICATION**

SECTION 1: FINDINGS OF FACTS

- 1.1 The El Dorado Hills County Water District (EDHCWD), also known as the El Dorado Hills Fire Department, is an independent water district established under Division 12, Part 2, Article 7, Section 31120¹ of the State Water Code; and
- 1.2 It is the intent of the Governing Board of EDHCWD that this Ordinance shall apply to an annual program for the Abatement of the growth and/or accumulation of weeds, grasses, shrubs, dormant brush, slash, tree limbs, hazardous vegetation and combustible materials on all designated Unimproved Parcels within the EDHCWD and maintenance of those parcels to prevent vegetation from growing back; and
- 1.3 All parcels within the EDHCWD have been identified and designated as being within either a State Responsibility Area (SRA) or Local Responsibility Area (LRA) Moderate, High or Very High Fire Hazard Severity Zone by the California Department of Forestry and Fire Protection (CAL FIRE) in accordance with the Fire and Resource Assessment Program (FRAP) Map; and
- 1.4 During the fire season, the EDHCWD generally has a dry, arid climate conducive to wildfires. EDHCWD has a very diverse and complex landscape, which includes dry, brush-covered, and grass-covered wildlands, mountainous areas, and other terrains which are home to many sensitive plant and animal species. Many of the EDHCWD's native and non-native plant species can be highly combustible during normal dry periods and have contributed to significant wildfires within the EDHCWD. Difficult topography, terrain, and weather conditions exacerbate the fire danger and the difficulty of fighting wildfires, and have resulted in catastrophic fire losses to life, property, and the environment; and
- 1.5 Catastrophic wildfire events pose a serious threat to the preservation of public peace, health and safety within any wildland urban interface and intermix communities. The proper implementation and enforcement of hazardous fuel regulations and landscaping requirements have been proven to reduce the impact from destructive wildfires through the mitigation of hazardous fuel conditions around homes and roadways; and
- 1.6 Wildfires with extreme fire behavior are occurring more often and growing larger in size. Eighteen (18) of the twenty (20) most destructive wildland fires in the State of California have occurred between 2002-2022. The County of El Dorado has a history of destructive wildfires which have burned within its boundaries. These include the 2007 Angora Fire, 2014 King Fire,

¹ A district may exercise any of the powers, functions, and duties which are vested in, or imposed upon, a fire protection district pursuant to the Fire Protection District Law of 1987, Part 3 (commencing with Section 13800) of Division 12 of the Health and Safety Code.

2021 Caldor Fire and the 2022 Mosquito Fire. Climate change stressors, such as increased average air temperature, precipitation variability, reduced snowpack, drought and tree mortality, will lead to an increased frequency of large wildfires that will create adverse impacts on local communities in the County of El Dorado, including both El Dorado Hills and Latrobe; and

- 1.7 Of paramount importance to the Governing Board of EDHCWD and the citizens of El Dorado Hills and Latrobe are the protection of lives and structures from the threat of wildfire, and the safety of public safety personnel during wildfires. The proper maintenance of defensible space on Unimproved Parcels benefits property owners, public safety personnel, and all citizens of both El Dorado Hills and Latrobe by dramatically increasing the likelihood that structures will survive a wildfire, provides for firefighter safety during a wildfire, and generally aids in the protection of lives, property, and the environment; and
- 1.8 The Governing Board of EDHCWD finds and declares that the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on lands or lots within the EDHCWD is dangerous or injurious to neighboring property and the health, safety, and welfare of residents of the EDHCWD. Such growth and accumulation constitute a public nuisance in that it creates fire hazards, reduces the value of private property, promotes blight and deterioration, invites plundering, constitutes an unattractive nuisance, and creates a hazard to the health, safety, and general welfare of the public; and
- 1.9 The purpose of this Ordinance is to provide for the removal of hazardous vegetation and combustible material from around the exterior of improvements situated in the jurisdiction of the EDHCWD to reduce the potential for fire and to promote the public health, safety, and welfare of the community. It is the further purpose of this Ordinance to establish a hazardous vegetation reduction program that provides a process to identify and abate hazardous vegetation on parcels and protect the lives and property of the citizens of the EDHCWD, while at the same time protecting sensitive plant and animal species and protecting against significant erosion and sedimentation. The removal of hazardous vegetation in the areas subject to this Ordinance is recognized as an essential action homeowners and property owners can take to increase the chances that homes, structures and other property will survive a wildfire, while protecting the natural environment. Regular fuels management and modifications consistent with the requirements of this Ordinance is necessary to ensure adequate defensible space is achieved; and
- 1.10 The defensible space required by this Ordinance is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structures, and there is no other feasible

mitigation measure possible to reduce the risk of ignition or spread of wildfire to structures on adjacent improved parcels.

SECTION 2: APPLICATION OF ORDINANCE

- 2.1 This Ordinance is enacted pursuant to the powers granted to EDHCWD concerning the abatement of hazardous vegetation and combustible material as contained within California Health & Safety Code (HSC) Sections 13861(h), 13879 and 14875 et seq., and 14930 as well as authority granted under El Dorado County Codes & Ordinances (EDCC) Chapter 8.09, California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299.01 to .05, California Code of Regulations Title 19 §3.07 and California Code of Regulations Title 24, Part 9 (California Fire Code) Chapter 49, as amended. Additional authority for the abatement of nuisances, establishment of procedures, and establishment of real property lines through EDHCWD is provided in *applicable governing codes and regulations of the State of California*.
- 2.2 This Ordinance applies to Unimproved Properties regardless of size. The abatement of Hazardous Vegetation posing a Fire Hazard in the community shall occur in accordance with the regulations described in this Ordinance by no later than May 1st each year unless otherwise directed by the Fire Code Official. It shall be the duty of every owner, occupant, and person in control of an Unimproved Parcel of land or having an interest therein, to abate therefrom, and from all Unimproved Parcels of land, all Hazardous Vegetation, that constitutes a Fire Hazard and public nuisance which may endanger or damage neighboring property or forestland.

SECTION 3: DEFINITIONS

As used in this Ordinance, the following definitions shall apply:

- 3.1 **Abate or Abatement** means an act used to remove, destroy, eliminate, seize, impound, or any action taken to mitigate a public nuisance.
- 3.2 **Abatement Costs** means all costs incurred by the EDHCWD to enforce this ordinance and to abate the hazardous vegetation or combustible material on any property pursuant to this Article, including physical abatement costs, administration fees and any additional actual costs incurred for the abatement proceeding(s), including attorney's fees, if applicable.
- 3.3 **Biomass** means all green waste material generated during a fuel treatment project. Biomass includes, without limitation, all grass, weeds, vegetation, and tree trimmings.
- 3.4 **Board** means the Governing Board for the El Dorado Hills County Water District.

- 3.5 **California Fire Code (CFC)** means code provisions found within California Code of Regulations Title 24, Part 9, as amended locally by EDHCWD.
- 3.6 **Citation or Administrative Citation** means a civil citation issued pursuant to the Ordinance stating there has been a violation of one or more provisions and setting the amount of the civil penalty to be paid by the responsible party.
- 3.7 **Combustible Material** means all rubbish, litter, or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard.
- 3.8 **Days** means calendar days.
- 3.9 **Defensible Space** means that area described in California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299.02, Government Code 51182, Public Resources Code Section 4291, El Dorado County Codes & Ordinances Chapter 8.09 and as otherwise described in this Code, which is adjacent to each side of a building or Structure and must be cleared of Hazardous Vegetation, or Combustible Material, as set forth in this Ordinance.
- 3.10 **EDHCWD** means the El Dorado Hills County Water District of El Dorado County, a political subdivision of the State of California.
- 3.11 **Fire Code Official** means the fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.
- 3.12 **Fire Hazard** means any condition, arrangement, act, or omission which:
- 3.12.1 Increases, or may cause an increase of hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fire; or
- 3.12.2 May obstruct, delay, hinder, or interfere with the operations of a fire department or the egress of occupants in the event of fire.
- 3.13 **Fire Safe Plan** means a document prepared for a specific project or development proposed for a Wildland-Urban Interface (WUI) Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.
- 3.14 **Hazardous Vegetation** means any vegetation that is combustible and endangers the public safety by creating a fire hazard. Hazardous Vegetation includes material that in its natural state will readily ignite, burn, and transmit fire from native or landscape plants to any structure or other vegetation. Hazardous Vegetation includes, but is not limited to, dry grass and leaves, brush, weeds, green waste, dead or dying trees, low-hanging branches, litter, or other flammable vegetation that can create a Fire Hazard. Hazardous Vegetation shall not include a commercial agricultural crop that is being actively grown and managed by the property owner or his or her legal tenant.

- 3.15 **Heritage Tree** means any mature tree or mature stand of trees designated by the County of El Dorado as having historic or cultural significance.
- 3.16 **Improved Parcel.** Means a portion of real property of any size which is located in an area primarily intended for residential uses, the area of which is determined by the assessor's maps and records, and which may be identified by an Assessor's Parcel Number, upon which a structure is located.
- 3.17 **Ladder Fuels** means fuels that can carry a fire vertically between or within Combustible Material or Hazardous Vegetation.
- 3.18 **Parcel** means a portion of real property of any size, the area of which is determined by the Assessor's maps and records, and which may be identified by an Assessor's Parcel Number.
- 3.19 **Real Estate Transaction** means the transfer of real property between individuals or entities.
- 3.20 **Responsible Person(s)** means an owner, tenant, occupant, lessor, manager, licensee, political subdivision, local government agency, municipality, or other person having control over a Structure or parcel of land or, to the fullest extent allowed by law, the parent or legal guardian of any person under 18 years who have done any act for which a penalty may be imposed under this Ordinance, or any other person required to comply with the provisions of the Ordinance and, any other lien holder, secured party, or other person who has properly recorded a security interest or other appropriate document evidencing an interest in the property, which has been recorded in the official records of the County.
- 3.21 **Roadway.** means a road or roadway that is any County street or road, other public road or alley, or private thoroughfare at least ten (10) feet wide that is ordinarily used for vehicular travel, open to public travel, and connects with a County road, state highway, other public road, private road or an alley which affords primary access to an abutting lot. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane, and access roadway.
- 3.22 **Rubbish** includes, but is not limited to, non-putrescible Wastes, such as paper, cardboard, grass clippings, tree, or shrub trimmings, leaves and needles, wood chips used in landscaping or within five feet of a Structure, bedding, crockery, rubber tires, construction Waste and similar Waste materials.
- 3.23 **Slash** means the woody debris remaining on the ground after fuels management work: Slash includes, but is not limited to, treetops, branches, bark, chunks, cull logs, uprooted stumps, and uprooted trees.
- 3.24 **Softwood** means the wood from a conifer (such as pine, cedar, fir, or spruce) as distinguished from that of broadleaved trees.

- 3.25 **Structure** means any dwelling, house, building, or other type of combustible construction, whether or not occupied, including but not limited to a wood fence located within the Defensible Space of any other Structure.
- 3.26 **Unimproved Parcel** means a portion of land of any size, the area of which is determined by the Assessor's maps and records and may be identified by an Assessor's Parcel Number (APN) upon which no Structure is located.
- 3.27 **Vegetation** means plants considered collectively, especially those found in a particular area or habitat. For the purposes of this Ordinance any tree less than six inches in diameter is considered Vegetation.
- 3.28 **Waste** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, commercial, and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction, and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid wastes and semisolid wastes.
- 3.29 **Weeds** means Vegetation growing upon streets, sidewalks, or private property, including any of the following types:
- 3.29.1 Weeds which bear seeds of a downy or wingy nature.
 - 3.29.2 Sagebrush, chaparral, and any other brush or weed which attains such large growth as to become, when dry, a fire menace to adjacent improved property.
 - 3.29.3 Weeds which are otherwise noxious or dangerous.
 - 3.29.4 Poison oak or poison ivy when the conditions constitute a menace to public health.
 - 3.29.5 Dry grass, stubble, brush, litter, or other flammable materials which endanger public safety by creating a fire hazard.
 - 3.29.6 Vegetation that is not pruned or is otherwise neglected so as to attain such large growth as to become, when dry, a fire menace to adjacent property.
- 3.30 **Wildfire Risk Area** means land that is covered with grass, grain, brush or forest, whether privately or publicly owned, which is so situated or is of such inaccessible location that a fire originating upon it would present an abnormally difficult job of suppression or would result in great or unusual damage through fire or such areas designated by the Fire Code Official.

SECTION 4: **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

- 4.1 The subject project is Categorically Exempt (Class 4) from provisions of CEQA, pursuant to 14 CCR section 15304.

- 4.2 The subject project is also exempt under the “common sense” exemption in 14 CCR section 15061(b)(3) because it does not involve activity that will have a significant effect on the environment.

SECTION 5: CLEARANCE OF HAZARDOUS VEGETATION ON UNIMPROVED PARCELS

- 5.1 All Hazardous Vegetation shall be removed on Unimproved Parcels that are one (1.0) acre in size or smaller.
- 5.1.1 All dry grass and other Weeds located on the Unimproved Parcel shall be removed or cut to a maximum height of two (2) inches.
- 5.1.2 Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote ember distribution shall be removed.
- 5.1.3 All downed trees, branches or woody debris smaller than eight (8) inches in diameter located on the ground shall be removed.
- 5.1.4 Slash, Rubbish and Combustible Material debris piles that can easily support fire ignition and spread shall be removed.
- 5.2 All Hazardous Vegetation shall be removed on Unimproved Parcels over one-acre (1.01) in size to provide defensible space within one hundred (100) feet from Structure(s) and twenty (20) feet along roadways.
- 5.2.1 All dry grass and other Weeds located within the designated defensible space zone shall be removed or cut to a maximum height of two (2) inches.
- 5.2.2 Tree limbs within six (6) feet of the ground that permit fire to spread into the canopy and promote ember distribution shall be removed.
- 5.2.3 All downed trees, branches, or woody debris smaller than eight (8) inches in diameter located on the ground shall be removed.
- 5.2.4 Slash, Rubbish and Combustible Material debris piles that can easily support fire ignition and spread shall be removed.
- 5.2.5 Hazardous Vegetation located within twenty (20) feet of Roadways shall be removed or cut to a maximum height of two (2) inches to reduce fire spread from roadside ignition sources and to maintain emergency evacuation routes for the local community.
- Exception:* Single specimens of trees if they do not form a means of readily transmitting fire as deemed by the El Dorado Hills Fire Department.
- 5.3 All Unimproved Parcels, regardless of size, shall comply with the following requirements:

- 5.3.1 An Unimproved Parcel located within a development subject to a Fire Department approved Fire Safe Plan shall comply with the terms of that plan as required by CFC § 4903 regardless of size.
- 5.3.2 Unimproved Parcels located in areas designated by the Fire Code Official as a Wildfire Risk Area shall also be evaluated against the provisions of this Ordinance and EDCC Chapter 8.09.
- 5.3.3 Unimproved Parcels known to contain, or that the property owner believes, may contain habitat for rare, threatened or endangered plant or animal species shall contact the California Department of Fish and Wildlife at least ten (10) days in advance of vegetation management work. If the property owner is aware of any federal or state listed species then the appropriate wildlife agency shall be consulted prior to beginning work. It is possible that a permit may be required from the appropriate agencies (e.g., U.S. Fish and Wildlife Services and/or the California Department of Fish and Wildlife) prior to work beginning on the property.
- 5.3.4 Agricultural crops and active agricultural operation (e.g., farming, grazing, nursery and winegrape) lands as defined in the EDCC are exempt from meeting the regulations described in this Ordinance.
- 5.3.5 Heritage Trees are exempt from meeting the regulations described in this Ordinance.
- 5.3.6 All Slash, Rubbish, or Combustible Material debris shall be chipped or removed from the property.
- 5.3.7 The Fire Code Official may require greater clearance distances than that specified in Section 5, at their discretion, where public health safety or welfare so dictate, or where geographic, topographic or vegetation circumstances dictate.

SECTION 6: **ACCEPTABLE METHODS OF CLEARANCE**

- 6.1 **Disking.** The discs shall be set at an angle sufficient to cut the sod loose and adequately bury the growth of weeds, grass, or noxious vegetation existing at the time. Disking shall include rototilling or cultivating. Disking shall be done each time the growth exceeds six (6) inches in height.
- 6.2 **Scraping.** Area shall be scraped clear, and all debris shall be removed from the required clear area.
- 6.3 **Mowing.** Height of vegetation shall not exceed two (2) inches at completion. Mowing shall be done each time growth exceeds six (6) inches in height. Mowing shall include hand-operated weed eaters, flail, and rotary mowers.

- 6.4 **Spraying.** If sprays or pre-emergent are utilized prior to growth of vegetation, preventing growth of vegetation, then this will be an acceptable method of abatement. Any time growth of vegetation exceeds six (6) inches height, it shall be removed by another acceptable method of abatement.
- 6.5 **Grading.** Grading shall not take place without all appropriate permits required by the County of El Dorado.

SECTION 7: DUTY TO ABATE HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIALS

- 7.1 Upon receipt of a notice of violation and order to abate, as discussed in Section 13, it shall be the duty of every owner, occupant and person in control of any improved or unimproved parcel of land or interest therein, which is located in the jurisdiction of EDHCWD to abate there from, and from all parcels, roadways and parkways, except for those roads maintained by the county, all Combustible Material and Hazardous Vegetation, that in the judgment of the Fire Code Official, constitutes a Fire Hazard which may endanger or damage neighboring property pursuant to the requirements of the notice of violation and order to abate received.
- 7.2 The property owner, occupant and person in control of the land is responsible for the abatement and vegetation management (collectively referred to as the “Responsible Person”).
- 7.3 The Responsible Person shall also comply with all other federal, state and local laws, including environmental protection laws, and obtain permits when necessary.

SECTION 8: CORRECTIVE ACTIONS

- 8.1 After declaring a Fire Hazard pursuant to this Ordinance, the Fire Code Official may require that the Responsible Person(s) take corrective action(s) to abate the Fire Hazard. Such actions may include, but are not limited to the following:
- 8.1.1 Removing Hazardous Vegetation, Combustible Material, Weeds, Rubbish, or other obstructions or materials that are a fire hazard.
- 8.1.2 Taking specific action(s) to come into compliance with the regulations and rules that prescribe the maintenance of defensible space around structures and real property.

SECTION 9: INSPECTIONS BY THE EL DORADO HILLS FIRE DEPARTMENT

- 9.1 For the purpose of enforcing or administering this Ordinance, the Fire Code Official, may enter upon any Unimproved Parcel for the purpose of inspecting the property or for summary abatement proceedings whenever the Fire Code Official is informed, or has reasonable cause to believe, that Hazardous Vegetation or Combustible Material exists that constitute a condition dangerous or

injurious to the health or welfare of persons or to the public, including the environment, and is a public nuisance, or is otherwise in violation of this Ordinance.

- 9.2 No person shall interfere with the Fire Code Official while acting in the official course and scope of their duty.

SECTION 10: REOCCURRING FIRE HAZARD

- 10.1 In the case of a parcel containing a Fire Hazard where it has been necessary for the El Dorado Hills Fire Department to Abate as a public nuisance in two consecutive years, and the Fire Hazard is seasonal or recurring, the Governing Board of EDHCWD may declare such a parcel to be a seasonal public nuisance.
- 10.2 As to such parcels constituting a seasonal Fire Hazard, the Fire Code Official may mail a notice to the Responsible Person(s) of the property at the address that appears upon the current assessment roll. The notice shall contain the information prescribed in Health and Safety Code Section 14900.6.
- 10.3 If the nuisance is not Abated by the Responsible Person(s) within the time specified, the El Dorado Hills Fire Department may proceed to Abate the property and recover costs for doing so, pursuant to Health and Safety Code sections 149001 and 14902, and as provided for in this Ordinance.

SECTION 11: PENALTIES

- 11.1 Failure to comply with the provisions described in this Ordinance may result in the issuance of an Administrative Citation by the El Dorado Hills Fire Department, or a declaration by the Board that the condition on the parcel constitute a public nuisance to be abated at the Responsible Person(s) expense.
- 11.2 Every violation of this Ordinance is punishable by:
- 11.2.1 A fine not exceeding \$100.00 for the first violation; and
 - 11.2.2 A fine not exceeding \$200.00 for the second violation within three years; and
 - 11.2.3 A fine not exceeding \$500.00 for each additional violation within three years.
- 11.3 Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by EDHCWD.
- 11.4 All fines shall be payable to EDHCWD unless otherwise directed in the Notice of Violation and Order to Correct.
- 11.5 For all delinquent unpaid administrative fines, there shall be a penalty imposed in accordance with the provisions of this Ordinance. The delinquency date for an administrative fine shall be 30 days

following the imposition of the fine or the administrative determination of the Board, whichever is later.

11.6 The right to and procedures for requesting an administrative hearing are detailed in Section 13.

SECTION 12: ABATEMENT OF NUISANCE BY FIRE CODE OFFICIAL

12.1 Any condition caused, maintained, or permitted to exist in violation of any provisions of this Ordinance may be Abated by the Fire Code Official, pursuant to the procedures set forth in Section 13.

SECTION 13: ABATEMENT PROCEDURES

13.1 An Initial Notice to Abate Fire Hazard and Destroy Weeds shall be sent by U.S. Mail or other approved means to all unimproved property owners of parcels by April 15th of each year.

13.2 If the property is still deemed a Fire Hazard on or after May 1st of each year a Final Notice to Abate Fire Hazard and Destroy Weeds will be mailed to the property owner by certified U.S. Mail. In addition to the mailed notice, the property will have one or more signs conforming with the provisions of California Health and Safety Code (HSC) §§ 14891-14894 placed on them to notify the property owner of the notice to abate this concern.

13.3 The property owner will have no less than ten (10) days to abate the Fire Hazard or appeal this decision to the EDHCWD board at their May monthly meeting. If the Fire Hazard has not been abated by the end of the 10-day notice, or the end of the appeal period, whichever is greater, the EDHCWD will dispatch a weed abatement contractor to abate the Fire Hazard in accordance with the provisions of this Ordinance.

13.4 A notice of the hearing prescribed in HSC § 14892 shall be published once in a newspaper of general circulation printed and published in the county, not less than 10 days prior to the date of the hearing.

13.5 The amount of the cost for abating the Fire Hazard and the amount incurred by the Fire Department in enforcing abatement shall constitute a special assessment against the property from which removal occurs and are a lien on the property for the respective assessments as described in the current EDHCWD resolution.

SECTION 14: REAL ESTATE TRANSACTIONS

14.1 Prior to close of any Real Estate Transaction subject to Civil Code section 1102.19 within EDHCWD, the seller of any real property must obtain documentation from the Fire Code Official that the property is in compliance with this Ordinance and provide that documentation to the buyer at or before the close of escrow. If documentation of compliance is not available at the time of

escrow, the buyer shall obtain documentation from the Fire Code Official stating the property is in compliance with this Ordinance within 90 days after the close of escrow, unless otherwise approved by the Fire Code Official.

SECTION 15: **CONFLICT**

- 15.1 The operation of this Ordinance shall in no way change or diminish the application of other ordinances of EDHCWD dealing with like or similar matters. In any case where a provision of this Ordinance is found in conflict with a provision of any zoning, building, fire safety, or health ordinance or any other section of the EDCC, including fines, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.
- 15.2 It is not intended by this Ordinance to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances or with private restrictions placed upon property by covenant, deed, or other private agreement except those specifically repealed by this Ordinance. In cases where two or more provisions of this or any other Ordinance conflict, the most stringent or restrictive shall prevail.

SECTION 16: **SEVERABILITY**

- 16.1 If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable.
- 16.2 The EDHCWD hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses or phrases irrespective of the fact that one or more of them is declared invalid.

SECTION 17: **EFFECTIVE DATE AND PUBLICATION**

- 17.1 This Ordinance shall take effect thirty (30) days after its adoption. The EDHCWD Board Secretary is directed to publish this Ordinance in a newspaper of general circulation in the District. In lieu of publication of the full text of the ordinance, a summary of the ordinance may be published by the by the Board Secretary within fifteen (15) days after its passage and a certified

copy shall be posted in the office of the EDHCWD pursuant to *Government Code Section 36933(c) (1)*.

17.2 The above Ordinance was introduced at a meeting of the Board of Directors of the EDHCWD on { }, and it was then read for the first time. A public hearing was set for the Ordinance to be read for the second time on { } and approved by the following vote:

PASSED AND ADOPTED by the Board of Directors of the EDHCWD this, _____day of _____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

John Giraud, Board President

ATTEST:

Jessica Braddock, Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT
EL DORADO HILLS FIRE DEPARTMENT
ORDINANCE NO. 2023-01

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS
COUNTY WATER DISTRICT AS FOLLOWS:

**AN ORDINANCE OF THE EL DORADO HILLS COUNTY WATER DISTRICT RELATED TO
HAZARDOUS VEGETATION MANAGEMENT ON UNIMPROVED PARCELS, AND
DECLARING CERTAIN HAZAROUS VEGETATION AND COMBUSTIBLE MATERIALS A
PUBLIC NUISANCE, AND PROVIDING FOR THE REMOVAL THEREOF.**

Be it ORDAINED by the Board of Directors of the El Dorado Hills County Water District (EDHCWD), also known as the El Dorado Hills Fire Department:

- Section 1: **FINDINGS OF FACTS**
- Section 2: **APPLICATION OF ORDINANCE**
- Section 3: **DEFINITIONS**
- Section 4: **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**
- Section 5: **CLEARANCE OF HAZARDOUS VEGETATION ON UNIMPROVED PARCELS**
- Section 6: **ACCEPTABLE METHODS OF CLEARANCE**
- Section 7: **DUTY TO ABATE HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL**
- Section 8: **CORRECTIVE ACTIONS**
- Section 9: **INSPECTIONS BY THE EL DORADO HILLS FIRE DEPARTMENT**
- Section 10: **REOCCURRING FIRE HAZARD**
- Section 11: **PENALTIES**
- Section 12: **ABATEMENT OF NUISANCE BY FIRE** [CHIEFCODE OFFICIAL](#)
- Section 13: **ABATEMENT PROCEDURES**
- Section 14: **REAL ESTATE TRANSACTIONS**
- Section 15: **CONFLICT**
- Section 16: **SEVERABILITY**
- Section 17: **EFFECTIVE DATE AND PUBLICATION**

SECTION 1: FINDINGS OF FACTS

- 1.1 The El Dorado Hills County Water District (EDHCWD), also known as the El Dorado Hills Fire Department, is an independent water district established under Division 12, Part 2, Article 7, Section 31120¹ of the State Water Code; and

¹ A district may exercise any of the powers, functions, and duties which are vested in, or imposed upon, a fire protection district pursuant to the Fire Protection District Law of 1987, Part 3 (commencing with Section 13800) of Division 12 of the Health and Safety Code.

- 1.2 It is the intent of the Governing Board of EDHCWD that this Ordinance shall apply to an annual program for the Abatement of the growth and/or accumulation of weeds, grasses, shrubs, dormant brush, slash, tree limbs, hazardous vegetation and combustible materials on all designated Unimproved Parcels within the EDHCWD and maintenance of those parcels to prevent vegetation from growing back; and
- 1.3 All parcels within the EDHCWD have been identified and designated as being within either a State Responsibility Area (SRA) or Local Responsibility Area (LRA) Moderate, High or Very High Fire Hazard Severity Zone by the California Department of Forestry and Fire Protection (CAL FIRE) in accordance with the Fire and Resource Assessment Program (FRAP) Map; and
- 1.4 During the fire season, the EDHCWD generally has a dry, arid climate conducive to wildfires. EDHCWD has a very diverse and complex landscape, which includes dry, brush-covered, and grass-covered wildlands, mountainous areas, and other terrains which are home to many sensitive plant and animal species. Many of the EDHCWD's native and non-native plant species can be highly combustible during normal dry periods and have contributed to significant wildfires within the EDHCWD. Difficult topography, terrain, and weather conditions exacerbate the fire danger and the difficulty of fighting wildfires, and have resulted in catastrophic fire losses to life, property, and the environment; and
- 1.5 Catastrophic wildfire events pose a serious threat to the preservation of public peace, health and safety within any wildland urban interface and intermix communities. The proper implementation and enforcement of hazardous fuel regulations and landscaping requirements have been proven to reduce the impact from destructive wildfires through the mitigation of hazardous fuel conditions around homes and roadways; and
- 1.6 Wildfires with extreme fire behavior are occurring more often and growing larger in size. Eighteen (18) of the twenty (20) most destructive wildland fires in the State of California have occurred between 2002-2022. The County of El Dorado has a history of destructive wildfires which have burned within its boundaries. These include the 2007 Angora Fire, 2014 King Fire, 2021 Caldor Fire and the 2022 Mosquito Fire. Climate change stressors, such as increased average air temperature, precipitation variability, reduced snowpack, drought and tree mortality, will lead to an increased frequency of large wildfires that will create adverse impacts on local communities in the County of El Dorado, including both El Dorado Hills and Latrobe; and
- 1.7 Of paramount importance to the Governing Board of EDHCWD and the citizens of El Dorado Hills and Latrobe are the protection of lives and structures from the threat of wildfire, and the safety of public safety personnel during wildfires. The proper maintenance of defensible space on Unimproved Parcels benefits property owners, public safety personnel, and all citizens of both El Dorado Hills and Latrobe by dramatically increasing the likelihood that structures will survive a wildfire, provides for firefighter safety during a wildfire, and generally aids in the protection of lives, property, and the environment; and
- 1.8 The Governing Board of EDHCWD finds and declares that the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on lands or lots within the EDHCWD is dangerous or injurious to neighboring property and the health, safety, and welfare of residents of the EDHCWD. Such growth and accumulation constitute a public nuisance in that it creates fire hazards, reduces the value of private property, promotes blight and deterioration, invites plundering, constitutes an unattractive nuisance, and creates a hazard to the health, safety, and general welfare of the public; and
- 1.9 The purpose of this Ordinance is to provide for the removal of hazardous vegetation and combustible material from around the exterior of improvements situated in the jurisdiction of the EDHCWD to reduce the potential for fire and to promote the public health, safety, and welfare of the community. It is the further purpose of this Ordinance to establish a hazardous vegetation reduction program that

provides a process to identify and abate hazardous vegetation on parcels and protect the lives and property of the citizens of the EDHCWD, while at the same time protecting sensitive plant and animal species and protecting against significant erosion and sedimentation. The removal of hazardous vegetation in the areas subject to this Ordinance is recognized as an essential action homeowners and property owners can take to increase the chances that homes, structures and other property will survive a wildfire, while protecting the natural environment. Regular fuels management and modifications consistent with the requirements of this Ordinance is necessary to ensure adequate defensible space is achieved; and

- 1.10 The defensible space required by this Ordinance is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structures, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to structures on adjacent improved parcels.

SECTION 2: APPLICATION OF ORDINANCE

- 2.1 This Ordinance is enacted pursuant to the powers granted to EDHCWD concerning the abatement of hazardous vegetation and combustible material as contained within California Health & Safety Code (HSC) Sections 13861(h), 13879 and 14875 et seq., and 14930 as well as authority granted under El Dorado County Codes & Ordinances (EDCC) Chapter 8.09, California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299.01 to .05, California Code of Regulations Title 19 §3.07 and California Code of Regulations Title 24, Part 9 (California Fire Code) Chapter 49, as amended. Additional authority for the abatement of nuisances, establishment of procedures, and establishment of real property liens through EDHCWD is provided in *applicable governing codes and regulations of the State of California*.
- 2.2 This Ordinance applies to Unimproved Properties regardless of size. The abatement of Hazardous Vegetation posing a Fire Hazard in the community shall occur in accordance with the regulations described in this Ordinance by no later than May 1st each year unless otherwise directed by the Fire Code Official. It shall be the duty of every owner, occupant, and person in control of an Unimproved Parcel of land or having an interest therein, to abate therefrom, and from all Unimproved Parcels of land, all Hazardous Vegetation, that constitutes a Fire Hazard and public nuisance which may endanger or damage neighboring property or forestland.

SECTION 3: DEFINITIONS

As used in this Ordinance, the following definitions shall apply:

- 3.1 **Abate or Abatement** means an act used to remove, destroy, eliminate, seize, impound, or any action taken to mitigate a public nuisance.
- 3.2 **Abatement Costs** means all costs incurred by the EDHCWD to enforce this ordinance and to abate the hazardous vegetation or combustible material on any property pursuant to this Article, including physical abatement costs, administration fees and any additional actual costs incurred for the abatement proceeding(s), including attorney's fees, if applicable.
- 3.3 **Biomass** means all green waste material generated during a fuel treatment project. Biomass includes, without limitation, all grass, weeds, vegetation, and tree trimmings.
- 3.4 **Board** means the Governing Board for the El Dorado Hills County Water District.
- 3.5 **California Fire Code (CFC)** means code provisions found within California Code of Regulations Title 24, Part 9, as amended locally by EDHCWD.
- 3.6 **Citation or Administrative Citation** means a civil citation issued pursuant to the Ordinance stating there has been a violation of one or more provisions and setting the amount of the civil penalty to be paid by the responsible party.
- 3.7 **Combustible Material** means all rubbish, litter, or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard.

- 3.8 **Days** means calendar days.
- 3.9 **Defensible Space** means that area described in California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299.02, Government Code 51182, Public Resources Code Section 4291, El Dorado County Codes & Ordinances Chapter 8.09 and as otherwise described in this Code, which is adjacent to each side of a building or Structure and must be cleared of Hazardous Vegetation, or Combustible Material, as set forth in this Ordinance.
- 3.10 **EDHCWD** means the El Dorado Hills County Water District of El Dorado County, a political subdivision of the State of California.
- 3.11 **Fire Code Official** means the fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.
- 3.12 **Fire Hazard** means any condition, arrangement, act, or omission which:
- 3.12.1 Increases, or may cause an increase of hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fire; or
- 3.12.2 May obstruct, delay, hinder, or interfere with the operations of a fire department or the egress of occupants in the event of fire.
- 3.13 **Fire Safe Plan** means a document prepared for a specific project or development proposed for a Wildland-Urban Interface (WUI) Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.
- 3.14 **Hazardous Vegetation** means any vegetation that is combustible and endangers the public safety by creating a fire hazard. Hazardous Vegetation includes material that in its natural state will readily ignite, burn, and transmit fire from native or landscape plants to any structure or other vegetation. Hazardous Vegetation includes, but is not limited to, dry grass and leaves, brush, weeds, green waste, dead or dying trees, low-hanging branches, litter, or other flammable vegetation that can create a Fire Hazard. Hazardous Vegetation shall not include a commercial agricultural crop that is being actively grown and managed by the property owner or his or her legal tenant.
- 3.15 **Heritage Tree** means any mature tree or mature stand of trees designated by the County of El Dorado as having historic or cultural significance.
- 3.16 **Improved Parcel.** Means a portion of real property of any size which is located in an area primarily intended for residential uses, the area of which is determined by the assessor's maps and records, and which may be identified by an Assessor's Parcel Number, upon which a structure is located.
- 3.17 **Ladder Fuels** means fuels that can carry a fire vertically between or within Combustible Material or Hazardous Vegetation.
- 3.18 **Parcel** means a portion of real property of any size, the area of which is determined by the Assessor's maps and records, and which may be identified by an Assessor's Parcel Number.
- 3.19 **Real Estate Transaction** means the transfer of real property between individuals or entities.
- 3.20 **Responsible Person(s)** means an owner, tenant, occupant, lessor, manager, licensee, political subdivision, local government agency, municipality, or other person having control over a Structure or parcel of land or, to the fullest extent allowed by law, the parent or legal guardian of any person under 18 years who have done any act for which a penalty may be imposed under this Ordinance, or any other person required to comply with the provisions of the Ordinance and, any other lien holder, secured party, or other person who has properly recorded a security interest or other appropriate document evidencing an interest in the property, which has been recorded in the official records of the County.
- 3.21 **Roadway.** means a road or roadway that is any County street or road, other public road or alley, or private thoroughfare at least ten (10) feet wide that is ordinarily used for vehicular travel, open to public travel, and connects with a County road, state highway, other public road, private road or an alley which affords primary access to an abutting lot. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane, and access roadway.

- 3.22 **Rubbish** includes, but is not limited to, non-putrescible Wastes, such as paper, cardboard, grass clippings, tree, or shrub trimmings, leaves and needles, wood chips used in landscaping or within five feet of a Structure, bedding, crockery, rubber tires, construction Waste and similar Waste materials.
- 3.23 **Slash** means the woody debris remaining on the ground after fuels management work: Slash includes, but is not limited to, treetops, branches, bark, chunks, cull logs, uprooted stumps, and uprooted trees.
- 3.24 **Softwood** means the wood from a conifer (such as pine, cedar, fir, or spruce) as distinguished from that of broadleaved trees.
- 3.25 **Structure** means any dwelling, house, building, or other type of combustible construction, whether or not occupied, including but not limited to a wood fence located within the Defensible Space of any other Structure.
- 3.26 **Unimproved Parcel** means a portion of land of any size, the area of which is determined by the Assessor's maps and records and may be identified by an Assessor's Parcel Number (APN) upon which no Structure is located.
- 3.27 **Vegetation** means plants considered collectively, especially those found in a particular area or habitat. For the purposes of this Ordinance any tree less than six inches in diameter is considered Vegetation.
- 3.28 **Waste** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, commercial, and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction, and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid wastes and semisolid wastes.
- 3.29 **Weeds** means Vegetation growing upon streets, sidewalks, or private property, including any of the following types:
- 3.29.1 Weeds which bear seeds of a downy or wingy nature.
 - 3.29.2 Sagebrush, chaparral, and any other brush or weed which attains such large growth as to become, when dry, a fire menace to adjacent improved property.
 - 3.29.3 Weeds which are otherwise noxious or dangerous.
 - 3.29.4 Poison oak or poison ivy when the conditions constitute a menace to public health.
 - 3.29.5 Dry grass, stubble, brush, litter, or other flammable materials which endanger public safety by creating a fire hazard.
 - 3.29.6 Vegetation that is not pruned or is otherwise neglected so as to attain such large growth as to become, when dry, a fire menace to adjacent property.
- 3.30 **Wildfire Risk Area** means land that is covered with grass, grain, brush or forest, whether privately or publicly owned, which is so situated or is of such inaccessible location that a fire originating upon it would present an abnormally difficult job of suppression or would result in great or unusual damage through fire or such areas designated by the Fire Code Official.

SECTION 4: CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- 4.1 The subject project is Categorically Exempt (Class 4) from provisions of CEQA, pursuant to 14 CCR sections 15304 and 15308.
- 4.2 The subject project is also exempt under the "common sense" exemption in 14 CCR section 15061(b)(3) because it does not involve activity that will have a significant effect on the environment.

SECTION 5: CLEARANCE OF HAZARDOUS VEGETATION ON UNIMPROVED PARCELS

- 5.1 All Hazardous Vegetation shall be removed on Unimproved Parcels that are one (1.0) acre in size or smaller.
- 5.1.1 All dry grass and other Weeds located on the Unimproved Parcel shall be removed or cut to a maximum height of two (2) inches.
- 5.1.2 Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote ember distribution shall be removed.
- 5.1.3 All downed trees, branches or woody debris smaller than eight (8) inches in diameter located on the ground shall be removed.
- 5.1.4 Slash, Rubbish and Combustible Material debris piles that can easily support fire ignition and spread shall be removed.
- 5.2 All Hazardous Vegetation shall be removed on Unimproved Parcels over one-acre (1.01) in size to provide defensible space within one hundred (100) feet from Structure(s) and twenty (20) feet along roadways.
- 5.2.1 All dry grass and other Weeds located within the designated defensible space zone shall be removed or cut to a maximum height of two (2) inches.
- 5.2.2 Tree limbs within six (6) feet of the ground that permit fire to spread into the canopy and promote ember distribution shall be removed.
- 5.2.3 All downed trees, branches, or woody debris smaller than eight (8) inches in diameter located on the ground shall be removed.
- 5.2.4 Slash, Rubbish and Combustible Material debris piles that can easily support fire ignition and spread shall be removed.
- 5.2.5 Hazardous Vegetation located within twenty (20) feet of Roadways shall be removed or cut to a maximum height of two (2) inches to reduce fire spread from roadside ignition sources and to maintain emergency evacuation routes for the local community.
Exception: Single specimens of trees if they do not form a means of readily transmitting fire as deemed by the El Dorado Hills Fire Department.
- 5.3 All Unimproved Parcels, regardless of size, shall comply with the following requirements:
- 5.3.1 An Unimproved Parcel located within a development subject to a Fire Department approved Fire Safe Plan shall comply with the terms of that plan as required by CFC § 4903 regardless of size.
- 5.3.2 Unimproved Parcels located in areas designated by the Fire Code Official as a Wildfire Risk Area shall also be evaluated against the provisions of this Ordinance and EDCC Chapter 8.09.
- 5.3.3 Unimproved Parcels known to contain, or that the property owner believes, may contain habitat for rare, threatened or endangered plant or animal species shall contact the California Department of Fish and Wildlife at least ten (10) days in advance of vegetation management work. If the property owner is aware of any federal or state listed species then the appropriate wildlife agency shall be consulted prior to beginning work. It is possible that a permit may be required from the appropriate agencies (e.g., U.S. Fish and Wildlife Services and/or the California Department of Fish and Wildlife) prior to work beginning on the property.
- 5.3.4 Agricultural crops and active agricultural operation (e.g., farming, grazing, nursery and winegrape) lands as defined in the EDCC are exempt from meeting the regulations described in this Ordinance.
- 5.3.5 Heritage Trees are exempt from meeting the regulations described in this Ordinance.
- 5.3.6 All Slash, Rubbish, or Combustible Material debris shall be chipped or removed from the property.

- 5.3.7 The Fire Code Official may require greater clearance distances than that specified in Section 5, at their discretion, where public health safety or welfare so dictate, or where geographic, topographic or vegetation circumstances dictate.

SECTION 6: ACCEPTABLE METHODS OF CLEARANCE

- 6.1 **Disking.** The discs shall be set at an angle sufficient to cut the sod loose and adequately bury the growth of weeds, grass, or noxious vegetation existing at the time. Disking shall include rototilling or cultivating. Disking shall be done each time the growth exceeds six (6) inches in height.
- 6.2 **Scraping.** Area shall be scraped clear, and all debris shall be removed from the required clear area.
- 6.3 **Mowing.** Height of vegetation shall not exceed two (2) inches at completion. Mowing shall be done each time growth exceeds six (6) inches in height. Mowing shall include hand-operated weed eaters, flail, and rotary mowers.
- 6.4 **Spraying.** If sprays or pre-emergent are utilized prior to growth of vegetation, preventing growth of vegetation, then this will be an acceptable method of abatement. Any time growth of vegetation exceeds six (6) inches height, it shall be removed by another acceptable method of abatement.
- 6.5 **Grading.** Grading shall not take place without all appropriate permits required by the County of El Dorado.

SECTION 7: DUTY TO ABATE HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIALS

- 7.1 Upon receipt of a notice of violation and order to abate, as discussed in Section 13, it shall be the duty of every owner, occupant and person in control of any improved or unimproved parcel of land or interest therein, which is located in the jurisdiction of EDHCWD to abate there from, and from all parcels, roadways and parkways, except for those roads maintained by the county, all Combustible Material and Hazardous Vegetation, that in the judgment of the Fire Code Official, constitutes a Fire Hazard which may endanger or damage neighboring property pursuant to the requirements of the notice of violation and order to abate received.
- 7.2 The property owner, occupant and person in control of the land is responsible for the abatement and vegetation management (collectively referred to as the "Responsible Person").
- 7.3 The Responsible Person shall also comply with all other federal, state and local laws, including environmental protection laws, and obtain permits when necessary.

SECTION 8: CORRECTIVE ACTIONS

- 8.1 After declaring a Fire Hazard pursuant to this Ordinance, the Fire Code Official, may require that the Responsible Person(s) take corrective action(s) to abate the Fire Hazard. Such actions may include, but are not limited to the following:
- 8.1.1 Removing Hazardous Vegetation, Combustible Material, Weeds, Rubbish, or other obstructions or materials that are a fire hazard.
- 8.1.2 Taking specific action(s) to come into compliance with the regulations and rules that prescribe the maintenance of defensible space around structures and real property.

SECTION 9: INSPECTIONS BY THE EL DORADO HILLS FIRE DEPARTMENT

- 9.1 For the purpose of enforcing or administering this Ordinance, the Fire Code Official, may enter upon any Unimproved Parcel for the purpose of inspecting the property or for summary abatement proceedings whenever the Fire Code Official is informed, or has reasonable cause to believe, that Hazardous Vegetation or Combustible Material exists that constitute a condition dangerous or injurious to the health or welfare of persons or to the public, including the environment, and is a public nuisance, or is otherwise in violation of this Ordinance.

- 9.2 No person shall interfere with the Fire Code Official while acting in the official course and scope of their duty.

SECTION 10: REOCCURRING FIRE HAZARD

- 10.1 In the case of a parcel containing a Fire Hazard where it has been necessary for the El Dorado Hills Fire Department to Abate as a public nuisance in two consecutive years, and the Fire Hazard is seasonal or recurring, the Governing Board of EDHCWD may declare such a parcel to be a seasonal public nuisance.
- 10.2 As to such parcels constituting a seasonal Fire Hazard, the Fire Code Official may mail a notice to the Responsible Person(s) of the property at the address that appears upon the current assessment roll. The notice shall contain the information prescribed in Health and Safety Code Section 14900.6.
- 10.3 If the nuisance is not Abated by the Responsible Person(s) within the time specified, the El Dorado Hills Fire Department may proceed to Abate the property and recover costs for doing so, pursuant to Health and Safety Code sections 149001 and 14902, and as provided for in this Ordinance.

SECTION 11: PENALTIES

- 11.1 Failure to comply with the provisions described in this Ordinance may result in the issuance of a Administrative Citation by the El Dorado Hills Fire Department, or a declaration by the Board that the condition on the parcel constitute a public nuisance to be abated at the Responsible Person(s) expense.
- 11.2 Every violation of this Ordinance is punishable by:
- 11.2.1 A fine not exceeding \$100.00 for the first violation; and
 - 11.2.2 A fine not exceeding \$200.00 for the second violation within three years; and
 - 11.2.3 A fine not exceeding \$500.00 for each additional violation within three years.
- 11.3 Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by EDHCWD.
- 11.4 All fines shall be payable to EDHCWD unless otherwise directed in the Notice of Violation and Order to Correct.
- 11.5 For all delinquent unpaid administrative fines, there shall be a penalty imposed in accordance with the provisions of this Ordinance. The delinquency date for an administrative fine shall be 30 days following the imposition of the fine or the administrative determination of the Board, whichever is later.
- 11.6 The right to and procedures for requesting an administrative hearing are detailed in Section 13.

SECTION 12: ABATEMENT OF NUISANCE BY FIRE ~~CHIEF~~ CODE OFFICIAL

- 12.1 Any condition caused, maintained, or permitted to exist in violation of any provisions of this Ordinance may be Abated by the Fire Code Official, pursuant to the procedures set forth in Section 13.

SECTION 13: ABATEMENT PROCEDURES

- 13.1 An Initial Notice to Abate Fire Hazard and Destroy Weeds shall be sent by U.S. Mail or other approved means to all unimproved property owners of parcels by April 15th of each year.
- 13.2 If the property is still deemed a Fire Hazard on or after May 1st of each year a Final Notice to Abate Fire Hazard and Destroy Weeds will be mailed to the property owner by certified U.S. Mail. In addition to the mailed notice, the property will have one or more signs conforming with the provisions of California Health and Safety Code (HSC) §§ 14891-14894 placed on them to notify the property owner of the notice to abate this concern.

- 13.3 The property owner will have no less than ten (10) days to abate the Fire Hazard or appeal this decision to the EDHCWD board at their May monthly meeting. If the Fire Hazard has not been abated by the end of the 10-day notice, or the end of the appeal period, whichever is greater, the EDHCWD will dispatch a weed abatement contractor to abate the Fire Hazard in accordance with the provisions of this Ordinance.
- 13.4 A notice of the hearing prescribed in HSC § 14892 shall be published once in a newspaper of general circulation printed and published in the county, not less than 10-days prior to the date of the hearing.
- 13.5 The amount of the cost for abating the Fire Hazard and the amount incurred by the Fire Department in enforcing abatement shall constitute a special assessment against the property from which removal occurs and are a lien on the property for the respective assessments as described in the current EDHCWD resolution.

SECTION 14: REAL ESTATE TRANSACTIONS

- 14.1 Prior to the close of any real estate sales transaction ~~subject to Civil Code section 1102.19 involving real property~~ within EDHCWD, the ~~seller of any real property must obtain documentation from the Fire Code Official that the property is in compliance with this Ordinance and provide that documentation to the buyer at or before the close of escrow. If documentation of compliance is not available at the time of escrow, the buyer shall obtain documentation from the Fire Code Official stating the property is in compliance with this Ordinance within 90 days after the close of escrow, unless otherwise approved by the Fire Code Official.~~ ~~requirements for property owners to comply with this Hazardous Vegetation ordinance shall be disclosed to all potential buyers of real property pursuant to California Civil Code 1102.19.~~

SECTION 15: CONFLICT

- 15.1 The operation of this Ordinance shall in no way change or diminish the application of other ordinances of EDHCWD dealing with like or similar matters. In any case where a provision of this Ordinance is found in conflict with a provision of any zoning, building, fire safety, or health ordinance or any other section of the EDCC, including fines, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.
- 15.2 It is not intended by this Ordinance to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances or with private restrictions placed upon property by covenant, deed, or other private agreement except those specifically repealed by this Ordinance. In cases where two or more provisions of this or any other Ordinance conflict, the most stringent or restrictive shall prevail.

SECTION 16: SEVERABILITY

- 16.1 If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable.
- 16.2 The EDHCWD hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses or phrases irrespective of the fact that one or more of them is declared invalid.

SECTION 17: EFFECTIVE DATE AND PUBLICATION

- 17.1 This Ordinance shall take effect thirty (30) days after its adoption. The EDHCWD Board Secretary is directed to publish this Ordinance in a newspaper of general circulation in the District. In lieu of publication of the full text of the ordinance, a summary of the ordinance may

be published by the by the Board Secretary within fifteen (15) days after its passage and a certified copy shall be posted in the office of the EDHCWD pursuant to *Government Code Section 36933(c) (1)*.

17.2 The above Ordinance was introduced at a meeting of the Board of Directors of the EDHCWD on { }, and it was then read for the first time. A public hearing was set for the Ordinance to be read for the second time on { } and approved by the following vote:

PASSED AND ADOPTED by the Board of Directors of the EDHCWD this, _____ day of _____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

John Giraud, Board President

ATTEST:

Jessica Braddock, Board Secretary



Budget/Schedule Delay

Potential Budget/Schedule Delay

On Time/On Budget

MONTHLY PROGRESS REPORT No. 012

El Dorado Hills Fire Department

Project Name: EDHFTC

Period Ending: March 31, 2023



EL DORADO HILLS
FIRE DEPARTMENT
Serving the Communities of El Dorado Hills, Nevada and Las Vegas

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: | \$10,137,817.21 |
| Retainage: | \$506,890.92 |

| | |
|---|-----------------------|
| Remaining Balance Including Retainage: | \$2,081,107.71 |
|---|-----------------------|

| | |
|--|---------------|
| Percent of Construction Complete: | 86.56% |
|--|---------------|

| | |
|------------------------|--------------|
| Remaining Contingency: | \$627,715.00 |
| Remaining Allowances: | \$38,850.00 |

Progress This Period:

- Install Forceable Entry Doors
- Paint HM Doors and Frames
- Paint Restrooms in Building 3
- Install Restroom Finishes
- Hang, Mud, & Tape Drywall in Restrooms in Building 3
- Install Building 3 Mister System
- Install Building 3 Markerboards
- Install Trash Enclosure Gates
- Perimeter Site Fence

Anticipated Progress Next Period:

- Finish Installation of Thermal Liner Panels
- Finish Building 1 Decking
- Install Asphalt Roof
- Startup Building 3 Sewer Lift Station
- Grade Site
- Install Flag Poles
- Set Rolling Steel Gate & Controls
- Perimeter Site Fence

Changes/Clarifications:

Progress Photos:



Photo taken on 03.31.23



Photo taken on 03.20.23

- RFI #158 thru 165.
- CB #14 - Modifications needed to attain head clearance at the existing stair.
- CB #17 - Revision to bring the entry monument into alignment with the street monument signs issued through Construction Bulletin 015.

Issues:

- No Issues.

Project Team:

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



"We are dedicated to provide professional and courteous service to our citizens and communities with Pride, Trust & Integrity."



March 23, 2023

Chief Mo Johnson
El Dorado Hills Fire Department
1050 Wilson Blvd.
El Dorado Hills, CA 95762

Chief Johnson,

I wanted to reach out and personally thank you for your department's participation during the 2nd Annual "Get Prepared for Wildfire Season" event hosted by the Placerville Fire Safe Council. As the planning for the event began to take place months ago, one of the items immediately identified for emphasizing the need for defensible space and home hardening was the simulation sand table.

It was an absolute pleasure to work with your staff, Miles Jennings and Alec Dietrich, both in the pre-game planning and the day of the event. Miles and Alec provided demonstrations to the public, every hour throughout the event. Their professionalism and sincere involvement with all the attendees was outstanding and portrayed El Dorado Hills Fire Department in high regard.

It was a pleasure to work with Miles and Alec, and I truly appreciate the valuable and eye-opening information they were able to share with our community members.

Please extend my thanks and gratitude to both Miles and Alec.

Respectfully,

Tim Cordero
Fire Chief