AGENDA EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT) BOARD OF DIRECTORS EIGHT HUNDRED EIGHTY NINTH MEETING Thursday, May 16, 2024 5:30 p.m. Closed Session 6:00 p.m. Open Session (1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: due to the concerns about the COVID-19 virus, we respectfully ask if you are feeling ill for any reason not to attend in person.

Zoom Webinar Video Conference link:

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

Webinar ID: 875 0317 6283 Passcode: 809315 Conference Dial in: 1-669-900-9128

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

Thank you for your understanding during these challenging times.

<u>NOTE</u>

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. <u>Closed Session</u> pursuant to Government Code Section 54956.9 (d) (2); Significant exposure to litigation; one matter
- III. Pledge of Allegiance
- IV. Presentation
 - A. Badge pinning of recently promoted employees
- 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.)
 - B. Approve Minutes of the 888th Board Meeting held April 18, 2024
 - C. Approve Financial Statements and Check Register for April 2024 End Consent Calendar
- VI. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. Any person wishing to address the Board on any item that is not on the Agenda

may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.

- VII. Correspondence
- VIII. Attorney Items
- IX. Standing Committee Reports
 - A. Administrative Committee (Directors Bennett and Giraudo)
 - B. Finance Committee (Directors Bennett and White)
 - C. Joint Powers Authority (Directors Durante and White)
- X. Ad-Hoc Committee Reports
 - A. Communications (Directors Durante and Hillhouse)
 - B. CRR Services (Directors Hillhouse and White)
 - C. EDHCSD/EDHFD 2x2 (Directors Bennett and Hillhouse)
 - D. County Fire/EDHFD 2x2 (Directors Durante and Giraudo)
 - E. CPCSD/EDHFD 2x2 (Directors Giraudo and White)
- XI. Fire Chief's Report
 - A. OES Report
 - B. Hosted Training Report
 - C. Training Facility Update
 - D. Other Updates
- XII. Operations Report
 - A. Operations Report (Receive and File)
- XIII. Community Risk Reduction Report A. CRRD Report
- XIV. Fiscal Items
 - A. <u>Public Hearing</u>: Review and approve Resolution 2024-06 adopting the 2023/24 Mid-Year Budget
- XV. New Business
 - A. Station 91 septic tank update
 - B. Review and approve Advanced Life Support Contract with the El Dorado County Emergency Services Authority for the 2024/25 fiscal year
 - C. Review and approve the MOU for the exchange of fire protection and emergency services between the El Dorado Hills Fire Department and Red Hawk Tribal Fire
- XVI. Old Business
- XVII. Oral Communications
 - A. Directors
 - B. Staff
- XVIII. Adjournment

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

This Board meeting is normally recorded.

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED EIGHTY EIGHTH MEETING OF THE BOARD OF DIRECTORS

Thursday, April 18, 2024, 5:30 p.m.

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

I. CALL TO ORDER

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

II. CLOSED SESSION

- A. <u>Closed Session</u> pursuant to Government Code Section 54956.9 (d) (2); Significant exposure to litigation; two matters
- B. <u>Closed Session</u> pursuant to Government Code Section 54956.8; Conference with Real Property Negotiations; Items under Negotiation: Potential for acquisition of property, Price and Terms; Agency Negotiators: Chief Johnson; Landowner Negotiator: Cypress Point A CA, LLC; Property Under Consideration: approximately 5 acres at 3777 Cypress Point Ct., El Dorado Hills, CA 95762
- C. <u>Closed Session</u> pursuant to Government Code Section 54956.8; Conference with Real Property Negotiations; Items under Negotiation: Potential lease of building, Price and Terms; Agency Negotiators: Chief Johnson; Lessor Negotiator: CSS Properties, LLC; Property Under Consideration: storage warehouse building at 5043 Robert J. Matthews Pkwy., El Dorado Hills, CA 95762

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

Director White joined the closed session meeting at 5:46 p.m.

The meeting was reconvened at 6:17 p.m. No action was taken in Closed Session.

III. PLEDGE OF ALLEGIANCE

IV. CONSENT CALENDAR

- A. Approve Minutes of the 886th Board Meeting held March 21, 2024
- B. Approve Minutes of the 887th Special Board Meeting held March 28, 2024
- C. Approve Financial Statements and Check Register for March 2024

Director Durante made a motion to approve the Consent Calendar, seconded by Director Hillhouse and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

V. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters None
- **B. EDH Firefighters Association** None

- C. Public Comment None
- VI. CORRESPONDENCE None
- VII. ATTORNEY ITEMS None
- VIII. STANDING COMMITTEE REPORTS
 - A. Administrative Committee (Directors Bennett and Giraudo) No report.
 - **B.** Finance Committee (Directors Bennett and White) No report.
 - C. Joint Powers Authority (Directors Durante and White) Chief Johnson reported that the JPA is working through the budget process for next fiscal year but there are no updates at this time.

IX. AD-HOC COMMITTEE REPORTS

- A. Communications (Ad-Hoc) (Directors Durante and Hillhouse) No report.
- B. CRR Services (Ad-Hoc) (Directors Hillhouse and White) No report
- C. EDHCSD/EDHFD 2x2 (Directors Bennett and Hillhouse) No report.
- D. County Fire/EDHFD 2x2 (Directors Giraudo and Durante) No report
- E. CPCSD/EDHFD 2x2 (Directors Giraudo and White) No report.
- **X. FIRE CHIEF'S REPORT -** Chief Johnson reported the following to the Board:
 - Kyle Nielsen was promoted to Engineer.
 - He attended the Saratoga Park grand opening.
 - A. **OES Report** Receive and file.
 - **B.** Hosted Training Report Chief Johnson reported that the hosted training program is going well and the calendar is full with course offerings.
 - C. Training Facility Update None
 - **D. Other Updates** None

XI. OPERATIONS REPORT

A. Operations Report (Receive and File) – Chief Hathaway presented the operations activities from March.

XII. COMMUNITY RISK REDUCTION REPORT

- **A. CRRD Report** Chief Fields presented a report showing the CRRD data for the month of March.
- XIII. FISCAL ITEMS

XIV. NEW BUSINESS

A. Public Hearing: Review and approve Development Impact Fee Nexus Study and Resolution 2024-04 Adopting Development Fees (Continued) –The public hearing was continued from the previous regular board meeting held on March 21 2024. Vance Jarrard with the North State Building Industry Association thanked the department for allowing the builders more time to review the study and new proposed development fee schedule.

The public hearing was closed at 6:35 p.m.

Director Giraudo made a motion to approve Development Impact Fee Nexus Study and Resolution 2024-04 Adopting Development Fees, seconded by Director Durante and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

B. Review and approve Resolution 2024-05 for El Dorado Hills County Water District declaring an election be held in its jurisdiction, consolidation with other Districts requesting election services - Director of Finance Braddock presented the resolution declaring an election will be held and reported that there are three Board seats up for election this year.

Director Bennett made a motion to approve Resolution 2024-05 for El Dorado Hills County Water District declaring an election be held in its jurisdiction, consolidation with other Districts requesting election services, seconded by Director Hillhouse and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

XV. OLD BUSINESS

XVI. ORAL COMMUNICATIONS

- A. **Directors** Director Bennett thanked Staff for all of their excellent service to the community. Director White stated that he believes the El Dorado Hills Fire Department is one of the best Departments in the State and thanked Staff.
- **B.** Staff Chief Johnson stated that the administration staff had a team building event that was very successful and Staff held a BC training, is preparing for engineer testing, and is recruiting for the paramedic position.

XVII. ADJOURNMENT

The meeting adjourned at 6:42 p.m.

Approved:

Timothy White, President

Jessica Braddock, Board Secretary

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

Revenue and Expense Summary - ALL FUNDS

For the Period Ending April 30, 2024

					(Target 83%)
	Final Budget FY23/24	Actual April 2024	Actual YTD April 30, 2024	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budge
Revenue					
3240 · Tax Revenue					
3260 · Secured Tax Revenue	24,016,044	8,884,589	22,974,340	(1,041,704)	
3270 · Unsecured Tax Revenue	467,436	1,466	479,699	12,263	
3280 · Homeowners Tax Revenue	153,186	-	77,919	(75,267)	
3320 · Supplemental Tax Revenue	800,000	52,621	503,875	(296,125)	
3330 · Sacramento County Revenue	53,917	-	38,328	(15,589)	
3335 · Latrobe Revenue				-	
3335.2 · Latrobe Special Tax	35,000	11,115	33,106	(1,894)	
3335.3 · Latrobe Base Transfer	105,581	-	-	(105,581)	
3340 · Property Tax Administration Fee	(427,385)		(392,979)	34,406	
Total 3240 · Tax Revenue	25,203,779	8,949,792	23,714,288	(1,489,491)	94%
3500 · Misc. Operating Revenue					
3506 · CRRD Cost Recovery Fees	580,000	82,537	679,035	99,035	117%
3507 · Hosted Training Revenue	280,000	84,564	393,616	113,616	141%
3508 · Mechanic Cost Recovery Fees	6,000	-	-	(6,000)	0%
3512 · JPA Revenue	1,300,000	-	-	(1,300,000)	0%
3513 · Rental Income (Cell site)	54,180	4,877	45,839	(8,341)	85%
3514.1 · Operating Grants Revenue	-	-	-	-	0%
3514.2 · Capital Grants Revenue	480,510	-	-	(480,510)	0%
3515 · OES/Mutual Aid Reimbursement	300,000	34,008	459,566	159,566	153%
3520 · Interest Earned	310,000	155,445	427,335	117,335	138%
3500 · Misc. Operating Revenue - Other	310,000	53	146,390	(163,610)	47%
Total 3500 · Misc. Operating Revenue	3,620,690	361,484	2,151,782	(1,468,908)	59 %
Total Operating Revenue	\$ 28,824,469	\$ 9,311,276	\$ 25,866,070	\$ (2,958,399)	90%
3550 · Development Fee					
3560 · Development Fee Revenue	1,100,000	167,045	1,067,006	(32,994)	97%
3561 · Development Fee Interest	-	13,637	104,258	104,258	100%
Total 3550 · Development Fee	1,100,000	180,682	1,171,263	71,263	106%
3568 · Proceeds from Insurance	-	-	-	-	0%
3570 · Proceeds from Sale of Assets	-		-		0%
Total Revenue	\$ 29,924,469	\$ 9,491,958	\$ 27,037,334	\$ (2,887,135)	90%



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Notes/Comments

Property Tax Revenue on target to budget with the exception of Supplemental Tax Revenue, which is trending lower than budget.

CRRD Cost Recovery Fees trending higher than budget Hosted Training Revenue trending higher than budget. Offset by hosted training expenditures.

Timing of invoicing

Timing of grant projects - moved to 2024/25

Preposition incidents in late winter/early spring

Interest earnings trending favorable to budget Misc. operating revenue trending unfavorable to budget.

Development fees and related interest collections trending slightly favorable to budget

Revenue and Expense Summary - ALL FUNDS

For the Period Ending April 30, 2024

					(Target 83%)
	Final Budget FY23/24	Actual April 2024	Actual YTD April 30, 2024	Variance YTD Actual to Full Year Budget	YTD Actual % o Full Year Budge
Expenditures					
6000 · Salaries & Wages					
6001 · Salaries & Wages, Fire	8,609,944	671,346	6,882,863	1,727,081	80%
6011 · Education/Longevity Pay	671,100	53,177	535,440	135,660	80%
6015 · Salaries & Wages, CRRD	891,656	62,731	676,398	215,257	76%
6016 · Salaries & Wages, Administration	959,049	75,313	737,066	221,983	77%
6019 · Overtime					
6019.1 · Overtime, Operational	2,500,923	201,601	1,943,645	557,278	78%
6019.2 · Overtime, Outside Aid	247,934	10,818	363,329	(115,395)	147%
Total 6019 · Overtime	2,748,857	212,419	2,306,974	441,882	84%
6020 · P.E.R.S. Retirement	3,998,373	181,639	3,587,002	411,371	90%
6030 · Workers Compensation	1,102,222	157,604	1,037,518	64,705	94%
6031 · Life Insurance	7,469	556	5,720	1,749	77%
6032 · P.E.R.S. Health Benefits	2,062,568	190,141	1,928,262	134,305	93%
6033 · Disability Insurance	22,656	3,629	20,325	2,331	90%
6034 · Health Cost of Retirees 6040 · Dental/Vision Expense	1,212,965 257,460	76,152 23,286	1,127,039 222,638	85,925 34,822	93% 86%
-	14,875		11,802	3,073	79%
6050 · Unemployment Insurance 6070 · Medicare	199,204	(1,780) 15,490	163,608	35,596	82%
Total 6000 · Salaries & Wages	22,758,397	1,721,703	19,242,655	3,515,742	85%
6100 · Clothing & Personal Supplies					
6101 · Uniform Allowance	57,602	4,635	44,643	12,959	78%
6102 · Other Clothing & Personal Supplies	74,048	13,115	71,912	2,136	97%
Total 6100 · Clothing & Personal Supplies	131,650	17,750	116,555	15,095	89%
6110 · Network/Communications					
6111 · Telecommunications	70,028	3,662	47,618	22,410	68%
6112 · Dispatch Services 6113 · Network/Connectivity	80,000 63,075	- 2,479	37,037 38,980	42,963 24,095	46% 62%
Total 6110 · Communications 6120 · Housekeeping	213,103 84,480	6,141 (2,511)	123,636 54,048	89,467 30,433	58% 64%
6130 · Insurance			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
6131 · General Insurance	276,247	-	204,455	71,792	74%
Total 6130 · Insurance	276,247		204,455	71,792	74%
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Notes/Comments

Pension UAL lump sum payments made in Jul-23 Premium increase in 2024 higher than budget

May premium paid in Apr

Annual payment to CERBT made in Feb; May premium paid in Apr

PPE purchases trending higher than budget

Timing of invoices; favorable cost of internet service

Premium for 4/2024-3/2025 plan year paid in May

Revenue and Expense Summary - ALL FUNDS

For the Period Ending April 30, 2024

					(Target 83%)
	Final Budget FY23/24	Actual April 2024	Actual YTD April 30, 2024	Variance YTD Actual to Full Year Budget	YTD Actual % o Full Year Budge
6140 · Maintenance of Equipment					
6141 · Tires	48,000	969	14,341	33,659	30%
6142 · Parts & Supplies	110,000	24,006	136,364	(26,364)	124%
6143 · Outside Work	20,000	696	26,047	(6,047)	130%
6144 · Equipment Maintenance	65,064	11,071	22,580	42,484	35%
6145 · Radio Maintenance	48,425	1,367	38,319	10,106	79%
Total 6140 · Maintenance of Equipment	291,489	38,109	237,651	53,838	82%
6150 · Facilities Maintenance 6160 · Medical Supplies	288,944	77,776	264,651	24,293	92%
6161 · Medical Supplies	60,000	5,436	42,924	17,076	72%
Total 6160 · Medical Supplies 6170 · Dues and Subscriptions 6180 · Miscellaneous	60,000 21,089	5,436 210	42,924 16,513	17,076 4,577	72% 78%
6017 · Intern/Volunteer Stipends	3,000	-	715	2,285	24%
6018 · Director Pay	13,000	1,200	10,100	2,900	78%
6181 · Miscellaneous	14,500	(426)	16,147	(1,647)	111%
6182 · Honor Guard	2,093	-	209	1,884	10%
6183 · Explorer Program	3,375	-	450	2,925	13%
6184 · Pipes and Drums	3,000		-	3,000	0%
Total 6180 · Miscellaneous 6190 · Office Supplies	38,968 45,580	774 (1,673)	27,622 25,584	11,347 19,996	71% 56%
6200 · Professional Services					
6201 · Audit	16,900	-	16,900	-	100%
6202.1 · Legal Fees	174,400	2,871	174,605	(205)	100%
6202.2 · Human Resources	78,900	1,150	48,849	30,051	62%
6203 · Notices 6204 · Other Professional Services	1,200 191,938	- 5,903	1,656 100,487	(456) 91,451	138% 52%
6205 · Elections/Tax Administration	-	-	-	-	0%
6206 · Public Relations	19,250		12,662	6,588	66%
Total 6200 · Professional Services	482,588	9,923	355,160	127,428	74%



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Notes/Comments

Parts/Supplies for Medium Rescue unit not budgeted

Transfer of electronics to new E387

Reclassification of Station 85 admin office remodel architechtural design costs from capital outlay to facilities expenditures due to project delay

Timing of purchases

FTC Grand Opening Event not budgeted

Audit completed in Dec-23

Legal consulting trending significantly higher than budget Timing of budgeted promotional testing

Timing of budgeted consulting projects

Revenue and Expense Summary - ALL FUNDS

For the Period Ending April 30, 2024

			0 1		
					(Target 83%)
				Variance	
	Final Budget EV22/24	Actual April	Actual YTD	YTD Actual to	YTD Actual % of
	Budget FY23/24	2024	April 30, 2024	Full Year Budget	Full Year Budge
6210 · Information Technology					
6211 · Software Licenses/Subscriptions	232,811	(5,124)	148,654	84,157	64%
6212 · IT Support/Implementation	195,395	9,759	127,640	67,754	65%
6213 · IT Equipment Total 6210 · Information Technology	81,850 510,056	(1,977) 2,658	32,510 308,804	49,340 201,251	40% 61%
6220 · Rents and Leases	010,000	_ ,000	000,001		01/0
6221 · Facilities/Equipment Lease	63,316	5,365	58,557	4,759	92%
6222 · Solar Lease	-				0%
Total 6220 · Rents and Leases	63,316	5,365	58,557	4,759	92%
6230 · Small Tools and Supplies	89,695	7,373	85,550	4,144	95%
6240 · Special Expenses					
6241 ·Non-Hosted Training	232,713	45,503	125,980	106,733	54%
6241.1 · EDC Hosted Training	196,000	76,100	241,617	(45,617)	123%
6242 · Fire Prevention	152,170	2	41,812	110,358	27%
6244 · Director Training & Travel	10,000		2,346	7,654	23%
Total 6240 · Special Expenses	590,883	121,605	411,755	179,128	70 %
6250 · Transportation and Travel					
6251 · Fuel and Oil	150,000	11,624	116,365	33,635	78%
6252 · Travel	42,000	1,833	43,748	(1,748)	104%
6253 · Meals & Refreshments	35,000	350	28,204	6,796	81%
Total 6250 · Transportation and Travel	227,000	13,807	188,316	38,684	83%
6260 · Utilities					
6261 · Electricity	70,000	(3,755)	19,389	50,611	28%
6262 · Natural Gas/Propane	58,000	4,821	27,722	30,278	48%
6263 · Water/Sewer	30,000	(172)	20,561	9,439	69%
Total 6260 ·Utilities	158,000	894	67,672	90,328	43%
Total Operating Expenditures	\$ 26,331,485	\$ 2,025,339	\$ 21,832,108	\$ 4,499,377	83%
Operating Revenue - Operating Expenditures	\$ 2,492,984	\$ 7,285,936	\$ 4,033,963	\$ (1,540,979)	
6570 · OPEB UAL Lump Sum Payment	451,865	-	646,409	(194,544)	143%
6720 · Capital Outlay	1,829,961	(40,755)	1,473,550	356,411	81%
Total Expenditures	\$ 28,613,311	\$ 1,984,585	\$ 23,952,067	\$ 4,661,244	84%



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	Savings on several budgeted software products; delay in implementation of others
	Delay in timing of budgeted purchases
	Pre-paid May EDC lease in Apr
	rurcnases of small tools/supplies trending higher than budget. Offset with savings in training
	Savings primarily due to delay in budgeted MDC training
	Increase in training courses offered; offset by hosted training revenue
	Delay in timing of budgeted pre-plan services
	Travel costs trending higher than budget due to an increase in conference/event attendance and
	unbudgeted strike team lodging
	Timing of annual true-ups Seasonal usage/Timing of invoices/Favorable
	natural gas rates compared to prior winter

Revenue and Expense Summary - ALL FUNDS

For the Period Ending April 30, 2024

	get 83%)
I I	ctual % of ar Budget
Total Revenue - Total Expenditures \$ 1,311,158 \$ 7,507,373 \$ 3,085,267 \$ 1,774,109	
FUND TRANSFERS	
Transfers to Development Fee Fund \$ (1,100,000)	
Transfers from Development Fee Fund936,875	
Transfers to Pension Reserve Fund (500,000)	
Transfer to/from Unassigned Fund 409,391	
Transfers from Capital Replacement Fund893,086	
Transfers to Capital Replacement Fund (1,950,510)	
Net Change in Unassigned/Non-Spendable Fund	
Balance \$ (0)	





Notes/Comments

Register: 1000 · Bank of America From 04/01/2024 through 04/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
04/01/2024			3513 · Rental Income (Deposit		Х	2,100.00	133,246.92
04/01/2024	EFT	VSP Vision Care	-split-	April-24	1,073.07	Х	,	132,173.85
04/01/2024	EFT	El Dorado Disposal	-split-	1	1,185.28			130,988.57
04/01/2024	EFT	De Lage Landen Fina	-split-	Account # 159	175.03	Х		130,813.54
04/02/2024		Transfer from LAIF	1074 · Local Agency I	Confirm #1709		Х	975,000.00	1,105,813.54
04/02/2024	EFT	Sterling Administrati	-split-		1,436.51	Х		1,104,377.03
04/02/2024	EFT	Sterling Administrati	-split-		1,153.86	Х		1,103,223.17
04/03/2024		ADP Tax	6050 · Unemployment	Deposit		Х	1,851.62	1,105,074.79
04/03/2024	EFT	Sterling Administrati	-split-		185.00	Х		1,104,889.79
04/03/2024	27256	ACC Business	-split-		1,621.10	Х		1,103,268.69
04/03/2024	27257	Aflac	2100 · Payroll Liabilities	Inv # 400915	906.76	Х		1,102,361.93
04/03/2024	27258	Air Exchange	-split-		6,081.70	Х		1,096,280.23
04/03/2024	27259	Aramark	-split-	Acct. # 175878	87.52	Х		1,096,192.71
04/03/2024	27260	Arnolds for Awards	-split-		199.70	Х		1,095,993.01
04/03/2024	27261	AT&T	-split-	Mar-24	119.02	Х		1,095,873.99
04/03/2024	27262	AT&T Mobility	-split-	Invoice # 2872	212.20	Х		1,095,661.79
04/03/2024	27263	Bauer Compressors	-split-		1,496.38	Х		1,094,165.41
04/03/2024	27264	Broadridge Financial	6242 · Fire Prevention		582.40			1,093,583.01
04/03/2024	27265	Bruce Martin	6241.1 · EDC Hosted	Invoice # 24-03	3,130.00	Х		1,090,453.01
04/03/2024	27266	CA Assoc. of Profess	-split-	April 2024	1,829.00	Х		1,088,624.01
04/03/2024	27267	Caltronics Business	-split-		320.15	Х		1,088,303.86
04/03/2024	27268	Chris Aiello	6241.1 · EDC Hosted		4,000.00	Х		1,084,303.86
04/03/2024	27269	Datacate, Inc.	-split-	Invoice # 2048	11,313.30	Х		1,072,990.56
04/03/2024	27270	David Roberts	-split-		515.00	Х		1,072,475.56
04/03/2024	27271	El Dorado Disposal	-split-		910.67	Х		1,071,564.89
04/03/2024	27272	Emigh Ace of El Dor	-split-		138.03	Х		1,071,426.86
04/03/2024	27273	Firefighter Inspiratio	-split-	VOID: Invoice		Х		1,071,426.86
04/03/2024	27274	Fire Line Equipment	6142 · Parts & Supplies		1,597.77	Х		1,069,829.09
04/03/2024	27275	Fit Guard	6150 · Facilities Maint		392.72	Х		1,069,436.37
04/03/2024	27276	The Home Depot Pro	6120 · Housekeeping		86.44	Х		1,069,349.93
04/03/2024	27277	InterState Oil Compa	-split-		2,853.80	Х		1,066,496.13
04/03/2024	27278	Interwest Consulting	6242 · Fire Prevention		665.00	Х		1,065,831.13
04/03/2024	27279	Jeremy Bernau	3506 · CRRD Cost Rec		220.00	Х		1,065,611.13
04/03/2024	27280	L.N. Curtis & Sons	6232 · Apparatus Tool		1,116.69	Х		1,064,494.44
04/03/2024	27281	Liebert Cassidy Whit	6202.1 · Legal Fees		450.00	Х		1,064,044.44
04/03/2024	27282	Life Assist	-split-		2,542.46	Х		1,061,501.98
04/03/2024	27283	ARC Career & Path	6202.2 · Human Resou		450.00	Х		1,061,051.98
04/03/2024	27284	Michael Stutts	6241.1 · EDC Hosted		1,600.00	Х		1,059,451.98
04/03/2024	27285	Paul Tassone	6241.1 · EDC Hosted		650.00	Х		1,058,801.98
04/03/2024	27286	Pest Control Center,	-split-		1,055.00	Х		1,057,746.98

Register: 1000 · Bank of America

From 04/01/2024 through 04/30/2024 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
04/03/2024	27287	The Permanente Med	6204 · Other Professio	Invoice # EDH	2,000.00	x		1,055,746.98
04/03/2024	27288	Signa Mechanical	6150 · Facilities Maint		125.00			1,055,621.98
04/03/2024		Triangle Well Drilling	6150 · Facilities Maint		3,540.87			1,052,081.11
04/03/2024	27290	Vehicle Accident Re	6241.1 · EDC Hosted		2,625.00			1,049,456.11
04/03/2024	27291	Wright, L'estrange &	6202.1 · Legal Fees		1,170.00	Х		1,048,286.11
04/03/2024	EXP RE	Firefighter Inspiratio	-split-	For CHK 2727	45,662.96			1,002,623.15
04/04/2024	EFT	P.E.R.S. ING	-split-	PR24-4-1	3,591.63			999,031.52
04/04/2024	EFT	P.E.R.S. Retirement	-split-	PR24-4-1	146,960.09			852,071.43
04/04/2024	EFT	Sterling Administrati	-split-		2,890.00			849,181.43
04/04/2024	EFT	Sterling Administrati	-split-		398.11	Х		848,783.32
04/04/2024	PR24-4-1	-	-split-	Total Payroll T	113,216.59	Х		735,566.73
04/04/2024	PR24-4-1		1000 · Bank of Americ	Direct Deposit	374,309.38	Х		361,257.35
04/04/2024	PR24-4-1		1000 · Bank of Americ	Payroll Checks		Х		361,257.35
04/05/2024	EFT	Nationwide Retireme	-split-	PR24-4-1	24,457.92	Х		336,799.43
04/05/2024	EFT	Sterling Administrati	-split-		881.00	Х		335,918.43
04/05/2024	EFT	ADP HCM	6204 · Other Professio	Workforce No	369.35	Х		335,549.08
04/05/2024	EFT	ADP	-split-	Payroll Process	1,692.62	Х		333,856.46
04/09/2024		Transfer from Paypal	1010 · Paypal	Transfer from		Х	106,267.81	440,124.27
04/09/2024	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Reference # 17	42,234.68	Х		397,889.59
04/09/2024	EFT	Sterling Administrati	-split-		500.95	Х		397,388.64
04/09/2024	EFT	Sterling Administrati	-split-		5,646.75	Х		391,741.89
04/09/2024	EFT	Sterling Administrati	-split-		352.31	Х		391,389.58
04/09/2024	EFT	P. G. & E.	-split-		639.23	Х		390,750.35
04/10/2024	EFT	Sterling Administrati	-split-		276.40	Х		390,473.95
04/10/2024	EFT	Paypal Refund	-split-	CRRD Refund	220.00	Х		390,253.95
04/10/2024	27292	4640 Golden Foothill	-split-	Invoice # 21423	850.00	Х		389,403.95
04/10/2024	27293	Accredited Training	6241.1 · EDC Hosted		960.00	Х		388,443.95
04/10/2024	27294	Aramark	6120 · Housekeeping	Acct. # 175878	43.76	Х		388,400.19
04/10/2024	27295	ARI Investigations Inc.	6202.2 · Human Resou		700.00	Х		387,700.19
04/10/2024	27296	AVI-SPL LLC	6211 · Software Licens		84.21	Х		387,615.98
04/10/2024	27297	Bliss Power Lawn Eq	-split-	Deposit	3,458.62	Х		384,157.36
04/10/2024	27298	Bob Russo	-split-		41.00	Х		384,116.36
04/10/2024	27299	Bruce Martin	6241.1 · EDC Hosted	Invoice # 24-04	2,830.00	Х		381,286.36
04/10/2024	27300	Cal Fire	-split-		900.00	Х		380,386.36
04/10/2024	27301	Caltronics Business	-split-		646.14	Х		379,740.22
04/10/2024	27302	C&H Motor Parts	6142 · Parts & Supplies		185.75	Х		379,554.47
04/10/2024	27303	Emigh Ace of El Dor	-split-		222.82			379,331.65
04/10/2024	27304	FailSafe Testing LLC	6144 · Equipment Mai	Invoice # 13372	3,281.50	Х		376,050.15
04/10/2024	27305	Ferrell Gas	-split-	Account # 886	1,629.81	Х		374,420.34
04/10/2024	27306	Gilly's Super Signs	6720 · Capital Outlay	Inv # 13791	3,477.48			370,942.86

Register: 1000 · Bank of America

From 04/01/2024 through 04/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
04/10/2024	27307	Golden State Emerge	-split-		2,403.75	x		368,539.11
04/10/2024		Grafix Systems	6142 · Parts & Supplies	Invoice # 32348	255.33			368,283.78
04/10/2024		InterState Oil Compa	6251 · Fuel and Oil		1,387.62			366,896.16
04/10/2024		Jeffords Roofing	6150 · Facilities Maint	Invoice # 1267	3,300.00			363,596.16
04/10/2024		L.N. Curtis & Sons	-split-		3,768.62			359,827.54
04/10/2024		Lawson Mechanical	-split-		11,577.75			348,249.79
04/10/2024	27313	Lehr Auto Electric, Inc	6142 · Parts & Supplies	Invoice # SI10	11,331.35			336,918.44
04/10/2024	27314	Liebert Cassidy Whit	6202.1 · Legal Fees		1,250.50			335,667.94
04/10/2024		Life Assist	-split-		1,776.18	Х		333,891.76
04/10/2024		Rotary	-split-	April 2024 Dues	210.00			333,681.76
04/10/2024	27317	Sierra Mapping and	6204 · Other Professio	1	735.00	Х		332,946.76
04/10/2024	27318	Tri-Signal Integratio	6144 · Equipment Mai	Invoice # 112319	668.13			332,278.63
04/11/2024		0	-split-	Deposit		Х	20,919.44	353,198.07
04/11/2024	EFT	Sterling Administrati	-split-	-	84.00	Х		353,114.07
04/11/2024	EFT	Sterling Administrati	-split-		102.24	Х		353,011.83
04/12/2024		Returned Check	-split-		1,550.00	Х		351,461.83
04/12/2024	EFT	Sterling Administrati	-split-		252.44	Х		351,209.39
04/14/2024	EFT	Sterling Administrati	-split-		77.55	Х		351,131.84
04/15/2024		-	6204 · Other Professio	Service Charge	645.56	Х		350,486.28
04/15/2024	EFT	De Lage Landen Fina	-split-	Account # 152	301.30	Х		350,184.98
04/15/2024	EFT	Verizon Wireless	-split-	Apr-24	3,909.58	Х		346,275.40
04/15/2024	EFT	P. G. & E.	-split-		2,399.23	Х		343,876.17
04/16/2024		Transfer from LAIF	1074 · Local Agency I	Confirm #1712		Х	950,000.00	1,293,876.17
04/16/2024	EFT	Sterling Administrati	-split-		623.97	Х		1,293,252.20
04/17/2024	EFT	P.E.R.S. Health	-split-	May 2024	262,613.25	Х		1,030,638.95
04/17/2024	EFT	P.E.R.S. ING	-split-	PR24-4-2	3,591.63	Х		1,027,047.32
04/17/2024	EFT	State Compensation	-split-	Policy # 11048	41,168.56	Х		985,878.76
04/17/2024	EFT	Sterling Administrati	-split-		254.78	Х		985,623.98
04/18/2024	EFT	P. G. & E.	-split-		1,219.95	Х		984,404.03
04/18/2024	EFT	Sterling Administrati	-split-		259.14	Х		984,144.89
04/18/2024	27319	ACC Business	-split-		751.32	Х		983,393.57
04/18/2024	27320	Aramark	6120 · Housekeeping	Acct. # 175878	43.76	Х		983,349.81
04/18/2024	27321	Burkett's	6190 · Office Supplies	Invoice # 1521	171.40	Х		983,178.41
04/18/2024	27322	DG Striping Inc.	6150 · Facilities Maint		816.00	Х		982,362.41
04/18/2024	27323	Churchll's Hardware	6150 · Facilities Maint	Customer Acco	23.55	Х		982,338.86
04/18/2024	27324	El Dorado County E	-split-	Invoice # EDC	585.84	Х		981,753.02
04/18/2024	27325	Emigh Ace of El Dor	6144 · Equipment Mai		43.35			981,709.67
04/18/2024	27326	The Home Depot Pro	-split-		1,139.72	Х		980,569.95
04/18/2024	27327	InterState Oil Compa	-split-		1,637.57	Х		978,932.38
04/18/2024	27328	Jim Mackensen	6241.1 · EDC Hosted		2,400.00			976,532.38

Register: 1000 · Bank of America From 04/01/2024 through 04/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
04/18/2024	27329	Larry R. Fry	-split-		515.00	Х		976,017.38
04/18/2024	27330	L.N. Curtis & Sons	-split-		6,032.25			969,985.13
04/18/2024	27331	Motorola Solutions Inc	-split-	Customer Acct	8,590.38			961,394.75
04/18/2024	27332	Pest Control Center,	-split-		1,770.00			959,624.75
04/18/2024	27333	R&S Overhead Door	6150 · Facilities Maint		1,334.09			958,290.66
04/18/2024		Superior Self-Storage	6221 · Facilities/Equip		230.00			958,060.66
04/18/2024	27335	Teleflex	6161 · General Medica		330.18	Х		957,730.48
04/18/2024		Wilkinson Portables,	-split-	Invoice # 158380	114.13			957,616.35
04/18/2024		Chase Bank	2029 · Other Payable	Mar-24	150.00			957,466.35
04/18/2024		Wells Fargo Bank	2026 · EDH Associate	Mar-24	5,999.50	Х		951,466.85
04/18/2024		Bobbi Bennett	-split-	Mar-24	300.00			951,166.85
04/18/2024		Greg F. Durante (Dir	-split-	Mar-24	200.00			950,966.85
04/18/2024	27341	John Giraudo	-split-	Mar-24	300.00	Х		950,666.85
04/18/2024	27342	Michael Hillhouse	-split-	Mar-24	200.00	Х		950,466.85
04/18/2024		Timothy J. White	-split-	Mar-24	200.00			950,266.85
04/18/2024		4640 Golden Foothill	-split-	Invoice # 21427	6,248.61	Х		944,018.24
04/18/2024		Metropolitan Life Ins	6031 · Life Insurance	Customer Num	556.10			943,462.14
04/18/2024	PR24-4-2	Ĩ	-split-	Total Payroll T	91,367.26	Х		852,094.88
04/18/2024	PR24-4-2		1000 · Bank of Americ	Direct Deposit	340,592.19			511,502.69
04/18/2024	PR24-4-2		1000 · Bank of Americ	Payroll Checks		х		511,502.69
04/19/2024		Transfer from County	1072 · Fund Balance	Deposit		Х	1,008,700.16	1,520,202.85
04/19/2024	EFT	Nationwide Retireme	-split-	PR24-4-2	25,142.53	Х		1,495,060.32
04/19/2024	EFT	Sterling Administrati	-split-		18.99			1,495,041.33
04/20/2024	EFT	Sterling Administrati	-split-		339.48	Х		1,494,701.85
04/22/2024	EFT	Sterling Administrati	6204 · Other Professio	Mar-24	460.00	Х		1,494,241.85
04/22/2024	EFT	P. G. & E.	-split-		576.58	х		1,493,665.27
04/22/2024	27346	Firefighter Inspiratio	-split-	Invoice # 1242	45,662.96			1,448,002.31
04/22/2024	EXP RE	Firefighter Inspiratio	-split-	Reverse of GJE		х	45,662.96	1,493,665.27
04/23/2024	EFT	Verizon Wireless	-split-	Apr-24	421.61	х		1,493,243.66
04/23/2024	EFT	Sterling Administrati	-split-	•	355.76			1,492,887.90
04/23/2024		Sterling Administrati	-split-		215.00	х		1,492,672.90
04/24/2024		Employment Develo	-split-	Account ID# 7	5,911.76			1,486,761.14
04/24/2024		Sterling Administrati	-split-		1,141.50			1,485,619.64
04/25/2024		Deposit	-split-	VOID Check #		х	1,100.00	1,486,719.64
04/25/2024	EFT	Allied Administrator	-split-	May 2024	7,319.92		-	1,479,399.72
04/25/2024		Sterling Administrati	-split-	-	99.00			1,479,300.72
04/25/2024		Sterling Administrati	-split-		549.00			1,478,751.72
04/25/2024		Sterling Administrati	-split-		415.79			1,478,335.93
04/25/2024		State Compensation	6030 · Workers Compe	Policy # 93510	116,435.92			1,361,900.01
04/25/2024		Amsoil Inc.	6251 · Fuel and Oil	-	2,377.73			1,359,522.28

Register: 1000 · Bank of America From 04/01/2024 through 04/30/2024

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Sorted by: Date,	Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
04/25/2024	27348	Aramark	6120 · Housekeeping	Acct. # 175878	43.76	Х		1,359,478.52
04/25/2024	27349	AT&T	6111 · Telecommunica	April-24	84.94			1,359,393.58
04/25/2024	27350	AT&T Mobility	-split-	Invoice # 2872	212.20			1,359,181.38
04/25/2024	27351	Big O Tires	6141 · Tires		969.47			1,358,211.91
04/25/2024	27352	Brian K Veerkamp	6034 · Health Cost of		382.70			1,357,829.21
04/25/2024	27353	Cal Fire	-split-		16,665.00			1,341,164.21
04/25/2024	27354	CA Assoc. of Profess	-split-	May 2024	1,799.50	Х		1,339,364.71
04/25/2024	27355	Cameron Park C.S.D.	-split-		550.00			1,338,814.71
04/25/2024	27356	Capital Building Mai	-split-	Invoice # 15652	1,811.23	Х		1,337,003.48
04/25/2024	27357	Cummins Sales and	6142 · Parts & Supplies	Invoice # Y5-9	8,232.07	Х		1,328,771.41
04/25/2024	27358	Emergency Manage	-split-		4,162.00			1,324,609.41
04/25/2024	27359	Gilly's Super Signs	6720 · Capital Outlay	Inv # 13799	3,477.48			1,321,131.93
04/25/2024	27360	Howard Cooke	-split-	Invoice # 310	5,400.00			1,315,731.93
04/25/2024	27361	InterState Oil Compa	-split-		3,367.60	Х		1,312,364.33
04/25/2024	27362	Jorgensen Company	-split-		1,571.98	Х		1,310,792.35
04/25/2024	27363	Lawson Mechanical	-split-		2,063.00			1,308,729.35
04/25/2024	27364	Liberty Bell Smart H	-split-	Invoice # 685035	74.99	Х		1,308,654.36
04/25/2024	27365	Life Assist	-split-		644.59	Х		1,308,009.77
04/25/2024	27366	Marine Service Center	6143 · Outside Work		695.67	Х		1,307,314.10
04/25/2024	27367	Western Fire Supply	6102 · Other Clothing		9,759.75			1,297,554.35
04/27/2024	EFT	Sterling Administrati	-split-		5.00	Х		1,297,549.35
04/30/2024		Transfer from Paypal	1010 · Paypal	Transfer from			42,881.62	1,340,430.97
04/30/2024		Transfer from LAIF	1074 · Local Agency I	Confirm #1713		Х	850,000.00	2,190,430.97
04/30/2024	EFT	Sterling Administrati	-split-		35.00			2,190,395.97
04/30/2024	EFT	Sterling Administrati	-split-		389.30			2,190,006.67



Fire Service Liaison

- 1:1 Meetings with local fire Chiefs
- TO's Meeting
- Fire Chiefs Association Meeting
- JPA Board of Directors Meeting
- OWPR Meetings
- Fire Safe Council Meetings
- Cameron Park Board of Directors & Committee Meetings
- EDH Nexus Study
- Technical Rescue Meeting revising countywide response
- Cooperators Meeting—AEU



Training & Exercise

- Planning May 18th Evacuation Exercise & Town Hall
- Planning a large scale Active
 Shooter Drill at
 John Adams
 Academy on June
 17, 18, 21, & 22nd
- Planning a Mosquito Town Hall meeting July 25th
- Took G-293 Emergency Planning Class
- Participated in the UASI—
 Disaster Drill at 49's Stadium
- Took G611 classes on EOC Sections



Technical Competency

- Implementing a Training Plan for next three years
- Working on credentialing in EOC positions – LOFR and Plans
- Worked on CSTI class offering in El Dorado County
- Statewide involvement in CESA, IAEM, Cal-Chiefs EM Section
- Participated in EDH RT-130 Drills



OAC

- Serve as the Fire Operational Area Coordination for XED
- Planned Region IV
 OAC Conference
- Rotating duty coverage every third week
- SRIMT Plans Section Deputy Lead for 2024
- Technical Rescue Meeting
- HazMat Area Plan review
- Regional IV Strike Team Leader refresher classes in progress
- Succession Planning development



Emergency Management

- South Lake Tahoe Evacuation Plan
- PR for Perimeter evacuation software
- Spanish Flyer for Perimeter creation
- Local Hazard Mitigation plan
- EOC Section Checklists development
- Subdivision Evacuation Evaluations for Generations and Creekside
- Subdivision evacuation process development with Planning



May 2024 EDH Fire Monthly OES Report



HOSTED TRAINING REPORT May 2024



Course Offering Statistics:	2022/23 Fytd	2023/24 Fytd
Courses Held (July-April)	27	62
Cancelled Courses	0	1
Student Enrollment	713	1,096
Number of Trained EDHFD Employees	32	77
Financial Highlights:	2022/23 FYTD	2023/24 fytd

\$181,628

\$120,452

\$15,610

\$314,188

\$241,743

\$26,626

Total Course Tuition Collected Total Course Budgeted Expenses (Course Expenses) EDHFD Employees Sponsored Registration Fees

Hosted Training Program Activities (Jan.-April 2024):

- Amador SO Tour @ FTC
- EDC Probation Department Tour @ FTC
- EDSO School Resource Officer Training @ FTC
- EDSO SWAT Training @ FTC
- Folsom PD SWAT Training @ FTC
- Sacramento CO SO Tour @ FTC
- Hosted FIRE Mastering the Fire Service Assessment Program @ EDC
- Hosted FIRE Calm the Chaos Training @ EDC
- Hosted Cal OES IMT Selections @ EDC
- Hosted CSTI HazMat Incident Commander Course @ EDC
- Hosted CSTI HazMat Instructor Course @ EDC
- Executed Instructional Services Agreement with American River College
- Public Safety-First Aid Course for MOS Fire
- CAL-JAC Agency Committee Meeting
- Attended Sacramento County Training Officers Assoc. Mtg.
- Attended Cal Chiefs EMS Section Meeting
- Attended APOT Summit in Sacramento
- Attended Regional Training Meeting in Sacramento
- Provided supplies & equipment for LEMSA Infrequent Skills Sessions

EL DORADO HILLS FIRE DEPARTMENT "YOUR SAFETY ... OUR COMMITMENT"



Community Risk Reduction Division April 2024 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, Carson Creek, Bell Ranch, Ridgeview, and Bass Lake North areas of the District. New project proposals: Community Heath for Independence consisting of 4,162 residential acres and 167 commercial acres, Generations residential subdivision consisting of 379 single-family dwellings, Alto residential subdivision consisting of 23 parcels, Vineyards residential subdivision consisting of 42 parcels, La Canada residential subdivision consisting of 40 parcels, Wildhawk residential subdivision consisting of 70 parcels, Creekside Village residential subdivision consisting of 926 single-family dwellings, Rancho Victoria residential subdivision consisting of 8 40-acre residential parcels, Latrobe Self Storage at Latrobe Rd. and Suncast Lane, Town & Country Village conference and hotel facilities at Bass Lake Road, Montano 330 multi-family dwelling units at White Rock Rd. & Latrobe Rd., Quantam Care Residential Care Facility at Carson Crossing, and Costco at Silva Valley are ongoing. New commercial construction consisting of the Gateway of El Dorado industrial development at Golden Foothill Parkway and Aloft Hotel in Town Center continues to progress.

CRRD has received a total of <u>135</u> applications for permit in the month of April 2024. New home construction permit activity was the leading permit submittal type with <u>84</u> plan applications received.

MAJOR ACCOMPLISHMENTS

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

- Completed **<u>168</u>** reviews of plans for permit.
- Completed <u>159</u> construction inspections and <u>109</u> smoke and carbon monoxide alarm inspections.
- Completed <u>40</u> fire and life safety inspections of residential and commercial occupancies.
- Completed **<u>139</u>** defensible space and vegetation complaint inspections on behalf of El Dorado County.
- Trained and assisted in <u>5</u> car seat installations.



Table 1: New Construction Permits by Month Report



Table 2: Fire and Life Safety Inspections by Month Report

End of Report

EL DORADO HILLS FIRE DEPARTMENT

2023/24 Mid-Year Budget



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MID-YEAR BUDGET RESOLUTION	17

INTRODUCTION

The District regularly monitors its actual financial results compared to the final approved budget at its monthly board meetings. As the fiscal year progresses, the District adjusts its financial projections based on the latest available information. These adjustments are compiled into a Mid-Year Budget to give stakeholders a more accurate and up to date picture of how the fiscal year is expected to end. This process also assists in the development of future budgets and forecasts. The proposed 2023/24 Mid-Year Budget incorporates the latest assumptions for revenue, expenditures, and fund balances. Below is a summary of significant changes by category from the Final Budget to the proposed Mid-Year Budget.

SUMMARY OF CHANGES

Property Tax Revenue

Property tax revenue is trending toward budget expectations in most categories. Overall, there is a slight decrease in budgeted property tax revenue of \$242,295, or 1% from the Final Budget. Supplemental tax revenue is projected to come in lower than the Final Budget by \$198,328, or 25%. This budgeted decrease is based on the latest monthly collection trends in this category and is consistent with the trend County-wide. There is also a decrease in the budgeted Latrobe base transfer revenue of \$105,581 due to the uncertainty of collection.

Miscellaneous Operating Revenue

There is a projected total increase of \$938,875, or 26% in Miscellaneous Operating Revenue. Both CRRD cost recovery fees and hosted training revenue are trending higher than originally budgeted. JPA revenue is expected to be favorable to the final budget due to the addition of Medic 86 in November 2023. OES revenue is favorable based on the actual OES incident assignments in 2023/24. Finally, interest revenue is significantly higher than the original budget as investment earnings yields have continued to rise. There is a partially offsetting decrease in capital grants revenue due to the delay in timing of the associated capital projects.

Development Fees

Projections for development impact fee revenue have increased compared to the final budget amount by \$220,775, or 20%. This updated estimate is based on higher interest collections and slightly higher average monthly impact fee collections this fiscal year than originally anticipated.

Wages & Benefits

Overall, wages and benefits are expected to be higher than the final budget, with an estimated increase of \$548,779, or 2%. Base salaries and wages in the proposed mid-year budget are relatively consistent with the final budget overall, with a slight increase in the fire category due to the addition of 6 Paramedic positions in January 2024, and a slight decrease in CRRD wages due to a reduction in the Defensible Space Inspector and Retired Annuitant headcount. There is a budgeted increase in overtime costs due to an increase in temporary vacancies due to injury, and an increase in OES assignments compared to the original budget. There is also a 15% increase in budgeted workers' compensation costs due to a significant increase in the District's 2024 renewal premium. This increase is the result of several factors, including an unfavorable experience modification ratio, an increase in payroll costs, and a state-wide increase in insurance rates for firefighters.

Clothing and Personal Supplies (PPE)

Expenditures in this category are projected to exceed the original budget by \$8,314, or 14% due to the purchase of additional wildland and rescue gear.

Network/Communications

There is a projected savings in budgeted network/connectivity costs due to favorable rates for station internet service.

General Insurance

There is a projected increase in general liability and property insurance of \$14,476, or 5% over the original budget due to a higher-than-expected renewal rate for the 2024/25 plan year (April-March). The unfavorable renewal rate is the result of an increase in District property valuation from the previous plan year, as well as a general rate increase.

Maintenance of Equipment

Maintenance costs of equipment and apparatus are projected to come in slightly unfavorable to the final budget, with an increase of \$25,395, or 9%. While the District is seeing favorable spending trends in the categories of tires and equipment maintenance, there are unfavorable projections in the categories of parts & supplies, outside work and radio maintenance, mostly due to one-time expenditures on new apparatus, including the medium rescue unit.

Professional Services

Overall, professional services expenditures are projected to come in unfavorable to budget by \$19,150 or 4% from the original final budget. There is a significant increase in budgeted legal fees due to an increase in legal consulting hours utilized in fiscal year 2023/24, and a partially offsetting decrease in other professional services primarily due to the delay of budgeted consulting projects.

Information Technology

There is an overall projected savings in information technology expenditures of \$103,903, or 20%. This budget decrease is mostly due to savings on existing software subscriptions as well as the delay in implementation of other budgeted software projects. There is also budgeted savings in IT equipment due to a delay in timing of budgeted purchases.

Small Tools and Supplies

There is a budgeted unfavorable variance of \$92,020, or 103% from the original budget in this category due to the purchase of additional training facility and rescue tools/equipment needed to support these programs. Budget funds from the Non-Hosted Training category below were reclassified to this category and utilized for these added purchases.

Non-Hosted Training

There is projected savings of \$96,471, or 41% in this category mostly due to a delay in the timing of budgeted Mission Driven Culture training, as well as savings in other budgeted training courses.

Hosted Training

The increase in budgeted hosted training costs of \$141,070 or 72%, reflects an increase in course offerings during the year over what was initially budgeted, as well as a lower margin percentage than originally estimated after the allocation and reclassification of direct costs for this program (excludes staff labor and facility lease costs). Cost increases in this category are partially offset by an increase in hosted training registration fees collected.

Fire Prevention

The anticipated favorable variance of \$77,001, or 51% in this category is mostly due to savings on budgeted pre-plan services, community education supplies, third party plan review services, and other budgeted purchases.

Travel

There is a budgeted increase in travel costs of \$14,642, or 35% over the final budget. This increase is primarily due to an increase in travel to conferences as well as unanticipated strike team travel costs, most of which were reimbursed and are offset by the OES revenue category.

Utilities

There are projected decreases in electricity and natural gas costs due to lower rate increases and lower usage than estimated in the final budget.

OPEB Lump Sum Payment

The District originally budgeted a transfer to its PARS OPEB Section 115 trust account for \$451,865 and was able to make a larger transfer of \$646,409 due to additional budget excess from the 2022/23 fiscal year.

Capital Outlay

There is a projected decrease in capital outlay of \$160,111 or 9% compared to the final budget. This is mostly due to savings on budgeted training facility construction costs, as well as the delay of several projects and purchases, including the Station 85 administrative office remodel, the Station 91 bathroom addition, replacement of the Station 85 main conference room AV equipment, the lake boat purchase, a server replacement, and grant-funded radio replacements. Other capital items are projected to be less than the amount originally budgeted, including the CRRD vehicles, station and apparatus equipment, and the fuel pump system replacement. These favorable variances are partially offset by the addition of capital purchases not included in the original budget, including a Type III Engine, a new septic tank at Station 91, and the retrofitting of vehicles purchased in the previous year (delay in timing of completion).

Transfer to Capital Replacement Fund

There is a decrease in the recommended transfer to the capital replacement fund of \$451,474 due to a delay in the timing of grant funded capital expenditures. Staff recommends a transfer in the amount of \$1,400,000 based on the Capital Replacement Schedule calculation, plus an additional \$99,036 representing the budgeted excess of revenues over expenditures after fund transfers for fiscal year 2023/24. This additional transfer will be applied toward the estimated Capital Replacement Fund shortfall.

RECOMMENDATION

Staff recommends that the Board adopt the proposed 2023/24 Mid-Year Budget.



Mid-Year Budget Summary - All Funds Fiscal Year 2023/24

	General Reserve Fund (Unassigned)		Capital Replacement Fund (Committed)		Development Fee Fund (Restricted)		Pension Reserve Fund (Restricted)		tal All Funds
Revenue									
Property Tax Revenue		24,961,484	-		-		-		24,961,484
Other Miscellaneous Operating Revenue		4,559,565	-		-		-		4,559,565
Development Fee Revenue		-	-		1,320,775		-		1,320,775
Proceeds from Sale of Assets		-	 -		-		-		-
Total Revenue	\$	29,521,049	\$ -	\$	1,320,775	\$	-	\$	30,841,824
Expenditures									
Wages & Benefits		23,307,176	-		-		-		23,307,176
Other Operating Expenditures		3,568,428	-		-		-		3,568,428
OPEB UAL Lump Sum Pmt		646,409	-		-		-		646,409
Capital Outlay		-	 860,206		809,644		_		1,669,850
Total Expenditures	\$	27,522,013	\$ 860,206	\$	809,644	\$	-	\$	29,191,864
Revenue Less Expenditures	\$	1,999,036	\$ (860,206)	\$	511,131	\$	-	\$	1,649,960
Reserve Fund Transfer Summary:									
Beginning Balance, 6/30/2023	\$	17,347,923	\$ 5,036,291	\$	2,874,187	\$	6,539,051	\$	31,797,452
Transfer to/(from) General Reserve Fund (Unassigned)		1,999,036	1,499,036		-		500,000		3,998,072
Transfer to/(from) Capital Replacement Fund (Committed)		(1,499,036)	(860,206)		-		-		(2,359,242)
Transfer to/(from) Pension Reserve Fund		(500,000)	-		-		-		(500,000)
Transfer to/(from) Development Fee Fund (Restricted)			 _		511,131		-		511,131
Total Increase/(Decrease) in Reserve Balances		-	 638,830		511,131		500,000		1,649,960
Ending Balance, 6/30/2024 (PROJECTED)	\$	17,347,923	\$ 5,675,121	\$	3,385,318	\$	7,039,051	\$	33,447,412

2023/24 Mid-Year Budget

Capital Assets

		2023/	/24 MID-YEAR BUI	OGET		
PROGRAM NAME	ASSET DESCRIPTION	Capital Replacement Fund	Development Fee Fund	Total	2023/24 FINAL BUDGET	INCREASE/ (DECREASE)
Training Facility	Training Facility CIP	\$ -	\$ 346,540	\$ 346,540	\$ 500,000	(153,460)
Training Facility Equipment	Forklift, Bauer Air Compressor, Storage Locker Racks, Washer, Extractor, Ice Machine for Training Facility	-	134,236	\$ 134,236	80,000	54,236
Training Facility Storage	Connex boxes (2)		14,000	14,000		14,000
Training Props	Water Tanks (2) for Training and Public Education		15,000	15,000		15,000
Facilities	Station 91 Bathroom Addition	-	-	\$ -	60,000	(60,000)
Facilities	Station 91 Septic Tank	-	30,000	\$ 30,000	-	30,000
Facilities	Station 85 Administrative Office Capacity Expansion	(5,505)	-	\$ (5,505)	240,000	(245,505)
Facilities	Station 85 Main Conference Room AV Equipment Replacement	-	-	\$-	100,000	(100,000)
Apparatus (Replacement)	Upfitting of BC, DC (2), and Training Vehicles purchased in the previous fiscal year	163,930	59,104	\$ 223,034		223,034
Apparatus (Replacement)	BME Type III Engine (E387)	387,774	139,810	\$ 527,584	-	527,584
Apparatus (Replacement)	CRRD Vehicle (1)	42,181	15,208	\$ 57,389	75,000	(17,611)
Apparatus (New)	CRRD Vehicles (2)	-	115,967	\$ 115,967	150,000	(34,033)
Air 84	Bauer Air Compressor (reclassification adjustment only from 2022/23)	89,633	(89,633)	-	-	-
Water Rescue	Lake Boat (TOT Grant Funded)	-	-	\$-	203,875	(203,875)
Radios	Radio Replacements	42,281	-	\$ 42,281	179,376	(137,095)
Information Technology	Server Replacement	-	-	\$ -	5,000	(5,000)
Station Equipment	SCBA AirPak, Swift Water Raft, Technical Rescue Equipment, Trench Rescue Equipment, Fitness Equipment	42,517	-	\$ 42,517	49,776	(7,259)
Apparatus Equipment	Holmatro Battery Powered Tools, Rescue Unit Swift Water Equipment, Rescue Unit Light Stand	59,217	29,413	\$ 88,630	111,339	(22,709)
Fuel Pump System	Replacement Electronic Tracking of Fuel Dispensed	38,177	-	\$ 38,177	75,595	(37,418)
TOTAL		\$ 860,206	\$ 809,644	\$ 1,669,850	\$ 1,829,961	\$ (160,111)



Mid-Year Budget Detail - All Funds Fiscal Year 2023/24



	Mid-Year Budget FY23/24	Final Budget FY23/24	Variance	Variance %
Revenue				
3240 · Tax Revenue				
3260 · Secured Tax Revenue	\$ 24,016,044	\$ 24,016,044	\$-	0%
3270 · Unsecured Tax Revenue	485,233	467,436	17,797	4%
3280 · Homeowners Tax Revenue	153,186	153,186	-	0%
3320 · Supplemental Tax Revenue	601,672	800,000	(198,328)	-25%
3330 · Sacramento County Revenue	63,328	53,917	9,411	17%
3335 · Latrobe Revenue				N/A
3335.2 · Latrobe Special Tax	35,000	35,000	-	0%
3335.3 · Latrobe Base Transfer	-	105,581	(105,581)	-100%
3340 · Property Tax Administration Fee	(392,979)	(427,385)	34,406	-8%
Total 3240 · Tax Revenue	24,961,484	25,203,779	(242,295)	-1%
3500 · Misc. Operating Revenue				
3506 · CRRD Cost Recovery Fees	673,510	580,000	93,510	16%
3507 · Hosted Training Revenue	378,609	280,000	98,609	35%
3508 · Mechanic Cost Recovery Fees	-	6,000	(6,000)	-100%
3512 · JPA Revenue	2,140,000	1,300,000	840,000	65%
3513 · Rental Income (Cell site)	54,916	54,180	736	1%
3514.1 · Operating Grants Revenue	-	-	-	N/A
3514.2 · Capital Grants Revenue	-	480,510	(480,510)	-100%
3515 · OES/Mutual Aid Reimbursement	517,303	300,000	217,303	72%
3520 · Interest Earned	521,890	310,000	211,890	68%
3500 · Misc. Operating Revenue - Other	273,338	310,000	(36,662)	-12%
Total 3500 · Misc. Operating Revenue	4,559,565	3,620,690	938,875	26 %
Total Unrestricted Operating Revenue	\$ 29,521,049	\$ 28,824,469	\$ 696,580	2%
3550 · Development Fees (Restricted)	1,320,775	1,100,000	220,775	20%
Total Revenue	\$ 30,841,824	\$ 29,924,469	\$ 917,355	3%



	Mid-Year Budget FY23/24	Final Budget FY23/24	Variance	Variance %
	1120/21	1125/21	Variance	Variance 70
Operating Expenditures				
6000 ·Wages & Benefits				
6001 · Salaries & Wages, Fire	8,688,395	8,609,944	78,450	1%
6011 · Education/Longevity Pay	681,280	671,100	10,180	2%
6015 · Salaries & Wages, CRRD	850,245	891,656	(41,411)	-5%
6016 · Salaries & Wages, Administration	941,377	959,049	(17,672)	-2%
6019 · Overtime				
6019.1 · Overtime, Operational	2,587,982	2,500,923	87,060	3%
6019.2 · Overtime, Outside Aid	363,329	247,934	115,395	47%
Total 6019 · Overtime	2,951,312	2,748,857	202,455	7%
6020 · P.E.R.S. Retirement	1,881,816	1,844,077	37,739	2%
6020.1 · P.E.R.S. Retirement EE Contribution	2,194,296	2,154,296	40,000	2%
6030 · Workers Compensation	1,270,389	1,102,222	168,167	15%
6031 · Life Insurance	6,276	7,469	(1,193)	-16%
6032 · P.E.R.S. Health Benefits	2,121,805	2,062,568	59,237	3%
6033 · Disability Insurance	24,131	22,656	1,475	7%
6034 · Health Cost of Retirees	1,204,604	1,212,965	(8,361)	-1%
6040 · Dental/Vision Expense	274,609	257,460	17,149	7%
6050 · Unemployment Insurance	13,582	14,875	(1,293)	-9%
6070 · Medicare	203,060	199,204	3,856	2%
Total 6000 ·Wages & Benefits	23,307,176	22,758,397	548,779	2%
Wages & Benefits as a % of Operating Revenue	79 %	79 %		
6100 · Clothing & Personal Supplies				
6101 · Uniform Allowance	56,587	57,602	(1,015)	-2%
6102 · Other Clothing & Personal Supplies	93,377	74,048	19,329	26%
Total 6100 Clothing & Personal Supplies	149,964	131,650	18,314	14%
6110 ·Network/Communications				
6111 · Telecommunications	65,406	70,028	(4,623)	-7%



	Mid-Year Budget FY23/24	Final Budget FY23/24	Variance	Variance %
6112 · Dispatch Services	77,037	80,000	(2,963)	-4%
6113 · Network/Connectivity	56,458	63,075	(6,617)	-10%
Total 6110 ·Network/Communications	198,901	213,103	(14,202)	-7%
6120 ·Housekeeping	82,194	84,480	(2,287)	-3%
6130 · Insurance				
6131 · General Insurance	290,723	276,247	14,476	5%
Total 6130 · Insurance	290,723	276,247	14,476	5%
6140 · Maintenance of Equipment				
6141 · Tires	20,778	48,000	(27,222)	-57%
6142 · Parts & Supplies	164,501	110,000	54,501	50%
6143 · Outside Work	35,043	20,000	15,043	75%
6144 · Equipment Maintenance	41,509	65,064	(23,555)	-36%
6145 · Radio Maintenance	55,052	48,425	6,627	14%
Total 6140 · Maintenance of Equipment	316,884	291,489	25,395	9%
6150 · Maintenance, Structures & Ground	289,632	288,944	688	0%
6160 · Medical Supplies				
6161 · Medical Supplies	54,216	60,000	(5,784)	-10%
Total 6160 · Medical Supplies	54,216	60,000	(5,784)	-10%
6170 • Dues and Subscriptions	18,972	21,089	(2,118)	-10%
6180 · Miscellaneous				
6017 · Intern/Volunteer Stipends	1,073	3,000	(1,928)	-64%
6018 · Director Pay	13,900	13,000	900	7%
6181 · Miscellaneous	21,165	14,500	6,665	46%
6182 · Honor Guard	1,709	2,093	(384)	-18%
6183 · Explorer Program	2,350	3,375	(1,025)	-30%
6184 · Pipes and Drums		3,000	(3,000)	-100%
Total 6180 · Miscellaneous	40,197	38,968	1,229	3%
6190 · Office Supplies	38,757	45,580	(6,823)	-15%



	Mid-Year Budget FY23/24	Final Budget FY23/24	Variance	Variance %
6200 · Professional Services				
6201 · Audit	16,900	16,900	-	0%
6202.1 · Legal Fees	257,601	174,400	83,201	48%
6202.2 · Human Resources	71,549	78,900	(7,351)	-9%
6203 · Notices	1,756	1,200	556	46%
6204 · Other Professional Services	134,938	191,938	(56,999)	-30%
6205 · Elections/Tax Administration	-	-	-	N/A
6206 · Public Relations	18,994	19,250	(256)	-1%
Total 6200 · Professional Services	501,738	482,588	19,150	4%
6210 · Information Technology				
6211 · Software Licenses/Subscriptions	167,406	232,811	(65,405)	-28%
6212 · IT Support/Implementation	189,982	195,395	(5,413)	-3%
6213 · IT Equipment	48,765	81,850	(33,085)	-40%
Total 6210 · Information Technology	406,152	510,056	(103,903)	-20%
6220 ·Rents and Leases				
6221 · Facilities/Equipment Lease	63,922	63,316	606	1%
6222 · Solar Lease	-			N/A
Total 6220 · Rents and Leases	63,922	63,316	606	1%
6231 · Hose	16,994	11,908	5,086	43%
6232 · Small Tools & Equipment - Apparatus	79,356	33,708	45,648	135%
6233 · Small Tools & Equipment - Station	85,366	44,079	41,287	94%
6230 · Small Tools and Supplies	181,715	89,695	92,020	103%
6240 · Special Expenses				
6241 · Non-Hosted Training	136,242	232,713	(96,471)	-41%
6241.1 · EDC Hosted Training	337,070	196,000	141,070	72%
6242 · Fire Prevention	75,169	152,170	(77,001)	-51%
6244 · Directors' Training & Travel	3,534	10,000	(6,466)	-65%
Total 6240 · Special Expenses	552,014	590,883	(38,869)	-7%



	Mid-Year Budget FY23/24	Fi	inal Budget FY23/24	V	ariance	Variance %
6250 · Transportation and Travel						
6251 · Fuel and Oil	156,575		150,000		6,575	4%
6252 · Travel	56,642		42,000		14,642	35%
6253 · Meals & Refreshments	 37,880		35,000		2,880	8%
Total 6250 · Transportation and Travel	251,097		227,000		24,097	11%
6260 · Utilities						
6261 · Electricity	54,717		70,000		(15,283)	-22%
6262 · Natural Gas/Propane	42,901		58,000		(15,099)	-26%
6263 · Water/Sewer	 33,733		30,000		3,733	12%
Total 6260 · Utilities	 131,351		158,000		(26,649)	-17%
Total Operating Expenditures	\$ 26,875,604	\$	26,331,485	\$	544,119	2.1%
Total Operating Expenditures excluding W&B	\$ 3,568,428	\$	3,573,088	\$	(4,660)	-0.1%
Unrestricted Operating Revenue - Operating Expenditures	\$ 2,645,445	\$	2,492,984	\$	152,461	6.1 %
6570 · OPEB UAL Additional Lump Sum Pmt	646,409		451,865		194,544	43%
6720 · Capital Outlay	1,669,850		1,829,961		(160,111)	-9%
Total Expenditures	\$ 29,191,864	\$	28,613,311	\$	578,553	2.0%
Total Revenue - Total Expenditures	\$ 1,649,960	\$	1,311,158	\$	338,803	26%
Transfer to Pension Reserve Fund	\$ (500,000)	\$	(500,000)	\$	-	0%
Transfer to Development Fee Fund	(1,320,775)		(1,100,000)		220,775	20%
Transfer from Development Fee Fund	809,644		936,875		(127,230)	-14%
Transfer to/from Unassigned Fund	-		409,391		(409,391)	-100%
Transfer from Capital Replacement Fund	860,206		893,086		(32,880)	-4%
Transfer to Capital Replacement Fund	 (1,499,036)		(1,950,510)		(451,474)	-23%
Total Revenue - Total Expenditures Net of Fund Transfers	\$ -	\$	-	\$	-	

Historical Trend Analysis Total All Funds

	Actual FY17/18	Actual FY18/19	Actual FY19/20	Actual FY20/21	Actual FY21/22	Actual FY22/23	Mid-Year Budget FY23/24	Variance 22/23 Budget vs. 23/24 Budget	Variance
Revenue									
3240 · Tax Revenue									
3260 ·Secured Tax Revenue	16,254,990	17,700,565	18,474,778	19,619,347	20,685,811	22,657,992	24,016,044	1,358,052	6%
3270 · Unsecured Tax Revenue	278,713	306,727	335,532	360,463	356,435	430,480	485,233	54,753	13%
3280 · Homeowners Tax Revenue	152,399	157,876	157,520	156,296	157,058	157,249	153,186	(4,063)	-3%
3320 · Supplemental Tax Revenue	384,609	174,526	547,056	497,969	637,790	1,043,397	601,672	(441,725)	-42%
3330 · Sacramento County Revenue	16,663	17,096	29,545	30,254	30,883	50,674	63,328	12,655	25%
3335 · Latrobe Revenue								-	N/A
3335.2 · Latrobe Special Tax	35,742	35,907	35,884	35,502	35,037	35,403	35,000	(403)	-1%
3335.3 · Latrobe Base Transfer	500,000	-	160,295	86,642	90,945	99,219	-	(99,219)	-100%
3340 · Property Tax Administration Fee	(307,782)	(346,739)	(377,298)	(387,314)	(363,175)	(371,639)	(392,979)	(21,340)	6%
Total 3240 · Tax Revenue	17,315,334	18,045,958	19,363,312	20,399,158	21,630,783	24,102,774	24,961,484	858,710	4%
3500 · Misc. Operating Revenue									
3506 · CRRD Cost Recovery Fees	99,714	126,904	197,017	230,325	516,147	595,882	673,510	77,628	13%
3507 · Hosted Training Revenue	-	-	-	3,637	94,428	242,072	378,609	136,537	56%
3508 · Mechanic Cost Recovery Fees	-	-	-	-	-	6,108	-	(6,108)	-100%
3512 · JPA Revenue	1,162,437	1,150,000	1,150,000	1,150,000	1,150,000	1,250,688	2,140,000	889,312	71%
3513 · Rental Income (Cell site)	25,200	26,155	49,980	54,180	47,826	47,826	54,916	7,090	15%
3514.1 · Operating Grants Revenue	-	-	-	44,379	-	24,683	-	(24,683)	-100%
3514.2 · Capital Grants Revenue	-	-	-	225,565	-	-	-	-	N/A
3515 ·OES/Mutual Aid Reimbursement	524,276	666,922	211,426	1,677,353	1,194,181	724,136	517,303	(206,833)	-29%
3520 · Interest Earned	225,426	385,619	339,109	82,667	62,752	337,797	521,890	184,092	54%
3510 · Misc. Operating Revenue - Other	50,040	17,868	179,308	212,539	266,912	163,846	273,338	109,492	67%
Total 3510 · Misc. Operating Revenue	2,087,093	2,373,469	2,126,839	3,680,646	3,332,245	3,393,038	4,559,565	1,166,527	34%
Total Unrestricted Operating Revenue	\$ 19,402,427	\$ 20,419,427	\$ 21,490,152	\$ 24,079,804	\$ 24,963,027	\$ 27,495,812	\$ 29,521,049	\$ 2,025,237	7%
3550 · Development Fee Revenue (Restricted)	2,307,138	1,392,661	1,504,149	1,144,426	1,094,124	1,442,364	1,320,775	(121,589)	-8%
3570 · Proceeds from Insurance/Sale of Assets	834,361	1,649	-	12,565	3,003	-	-	-	N/A
3590 · Gain/Loss on Investments	-	185,603	231,066	349,621	(875,947)	185,521	-	(185,521)	-100%
Total Revenue	\$ 22,543,926	\$ 21,999,340	\$ 23,225,367	\$ 25,586,416	\$ 25,184,207	\$ 29,123,697	\$ 30,841,824	\$ 1,718,127	6%



Historical Trend Analysis

Total All Funds

	Actual FY17/18	Actual FY18/19	Actual FY19/20	Actual FY20/21	Actual FY21/22	Actual FY22/23	Mid-Year Budget FY23/24	Variance 22/23 Budget vs. 23/24 Budget	Variance %
Operating Expenditures									
6000 · Salaries & Wages									
6001 · Salaries & Wages, Fire	5,937,072	6,396,335	6,772,687	6,980,114	7,370,039	7,883,358	8,688,395	805,037	10%
6011 · Education/Longevity Pay	446,642	449,258	524,606	485,261	484,939	502,795	681,280	178,486	35%
6015 · Salaries & Wages, CRRD					575,082	762,733	850,245	87,512	11%
6016 ·Salaries & Wages, Administration	607,440	636,224	845,731	976,355	591,789	760,444	941,377	180,933	24%
6019 · Overtime								-	
6019.1 · Overtime, Operational	2,235,563	1,675,396	1,645,157	1,967,302	1,944,777	2,082,819	2,587,982	505,163	24%
6019.2 · Overtime, Outside Aid	485,075	536,831	169,910	1,256,886	874,428	583,625	363,329	(220,296)	-38%
Total 6019 · Overtime	2,720,639	2,212,227	1,815,067	3,224,188	2,819,205	2,666,444	2,951,312	284,867	11%
6020 · P.E.R.S. Retirement	1,615,850	1,332,561	1,360,855	1,485,269	1,492,017	1,766,581	1,881,816	115,235	7%
6020.1 · P.E.R.S. Retirement EE Contribution	600,643	1,211,740	1,443,588	1,599,799	1,799,862	1,916,282	2,194,296	278,014	15%
6022 · Deferred Comp Contributions	-	-	-	-	-	-	-	-	N/A
6030 · Workers Compensation	667,861	571,736	529,286	586,372	656,510	862,567	1,270,389	407,823	47%
6031 · Life Insurance	5,609	6,498	5,578	6,171	5,626	5,626	6,276	650	12%
6032 · P.E.R.S. Health Benefits	1,417,119	1,562,904	1,717,501	1,712,822	1,755,104	1,896,864	2,121,805	224,941	12%
6033 · Disability Insurance	16,663	17,655	20,087	20,459	20,483	21,682	24,131	2,448	11%
6034 · Health Cost of Retirees	890,325	917,124	1,017,446	1,102,022	1,156,391	1,174,862	1,204,604	29,741	3%
6040 · Dental/Vision Expense	145,843	136,985	131,866	183,598	232,544	251,829	274,609	22,781	9%
6050 · Unemployment Insurance	14,553	11,742	9,741	11,726	12,766	13,291	13,582	291	2%
6070 · Medicare	136,363	137,374	146,810	170,163	176,662	187,594	203,060	15,466	8%
Total 6000 · Salaries & Wages	15,222,621	15,600,362	16,340,848	18,544,319	19,149,020	20,672,951	23,307,176	2,634,226	13%
Wages & Benefits as a % of Operating Revenue	78%	76%	76%	77%	77%	75%	79 %		
6100 · Clothing & Personal Supplies									
6101 · Uniform Allowance	49,437	51,970	49,554	47,931	50,088	52,865	56,587	3,721	7%
6102 · Other Clothing & Personal Supplies	52,653	44,073	210,532	26,540	73,143	60,941	93,377	32,436	53%
Total 6100 Clothing & Personal Supplies	102,090	96,044	260,086	74,470	123,231	113,806	149,964	36,158	32%
6110 · Network/Communications									
6111 · Telecommunications	49,385	43,449	36,255	42,439	42,535	60,300	65,406	5,106	8%



2023/24 MID-YEAR BUDGET

Historical Trend Analysis Total All Funds

	Actual FY17/18	Actual FY18/19	Actual FY19/20	Actual FY20/21	Actual FY21/22	Actual FY22/23	Mid-Year Budget FY23/24	Variance 22/23 Budget vs. 23/24 Budget	Variance %
6112 · Dispatch Services	56,115	57,694	63,214	71,145	63,069	72,900	77,037	4,137	6%
6113 · Network/Connectivity	39,919	40,493	37,068	51,222	54,422	64,033	56,458	(7,576)	-12%
Total 6110 · Communications	145,418	141,636	136,537	164,807	160,027	197,233	198,901	1,668	1%
6120 · Housekeeping	36,335	37,606	52,034	52,998	61,137	76,345	82,194	5,849	8%
6130 · Insurance									
6131 · General Insurance	33,167	56,013	59,403	65,761	85,514	164,435	290,723	126,288	77%
Total 6130 · Insurance	33,167	56,013	59,403	65,761	85,514	164,435	290,723	126,288	77%
6140 · Maintenance of Equipment									
6141 · Tires	38,029	15,029	19,157	32,944	23,834	47,791	20,778	(27,013)	-57%
6142 · Parts & Supplies	23,622	31,248	33,259	38,672	54,528	108,551	164,501	55,951	52%
6143 · Outside Work	128,196	97,255	201,839	163,134	61,109	17,132	35,043	17,912	105%
6144 · Equipment Maintenance	33,158	37,489	27,583	38,782	25,724	31,318	41,509	10,191	33%
6145 · Radio Maintenance	13,625	21,838	32,880	14,449	23,866	42,944	55,052	12,108	28%
Total 6140 · Maintenance of Equipment	236,630	202,859	314,718	287,981	189,061	247,736	316,884	69,149	28%
6150 · Maintenance, Structures & Ground	182,530	87,807	228,443	158,419	185,821	236,131	289,632	53,500	23%
6160 · Medical Supplies									
6161 · Medical Supplies	5,751	6,628	14,911	85,114	47,338	54,929	54,216	(713)	-1%
Total 6160 · Medical Supplies	5,751	6,628	14,911	85,114	47,338	54,929	54,216	(713)	-1%
6170 · Dues and Subscriptions	11,045	13,562	11,655	14,255	13,691	17,182	18,972	1,789	10%
6180 · Miscellaneous									
6017 · Intern/Volunteer Stipends	-	4,810	2,795	1,625	1,820	975	1,073	98	10%
6018 · Director Pay	14,795	11,800	15,100	13,000	13,900	12,900	13,900	1,000	8%
6181 · Miscellaneous	2,521	12,298	13,167	5,598	12,206	12,839	21,165	8,327	65%
6182 · Honor Guard	1,311	1,004	(1,827)	9,103	1,967	3,005	1,709	(1,296)	-43%
6183 · Explorer Program	3,478	290	1,319	1,204	70	5,878	2,350	(3,528)	-60%
6184 · Pipes and Drums	-	-	3,747	410	-	_	_	-	N/A
Total 6180 · Miscellaneous	22,105	30,201	34,301	30,940	29,963	35,597	40,197	4,600	13%
6190 · Office Supplies	21,988	25,297	27,252	29,305	35,580	42,467	38,757	(3,710)	-9%



2023/24 MID-YEAR BUDGET

Historical Trend Analysis Total All Funds

	Actual FY17/18	Actual FY18/19	Actual FY19/20	Actual FY20/21	Actual FY21/22	Actual FY22/23	Mid-Year Budget FY23/24	Variance 22/23 Budget vs. 23/24 Budget	Variance %
6200 · Professional Services									
6201 · Audit	12,650	17,975	14,300	14,550	14,925	15,900	16,900	1,000	6%
6202.1 · Legal Fees	261,648	261,284	176,572	234,464	191,965	176,294	257,601	81,307	46%
6202.2 · Human Resources	-	-	-	-	-	90,761	71,549	(19,212)	-21%
6203 · Notices	1,797	741	637	387	518	1,172	1,756	584	50%
6204 · Other Professional Services	136,014	87,568	174,419	104,327	73,373	112,203	134,938	22,736	20%
6205 · Elections/Tax Administration	-	45	-	35,761	-	30	-	(30)	-100%
6206 · Public Relations	1,272	200	5,056	3,765	9,723	14,828	18,994	4,166	28%
Total 6200 · Professional Services	413,381	367,812	370,984	393,253	290,504	411,188	501,738	90,550	22%
6210 · Information Technology									
6211 · Software Licenses/Subscriptions	36,536	53,538	87,457	80,907	107,905	182,838	167,406	(15,432)	-8%
6212 · IT Support/Implementation	120,676	97,367	126,226	114,201	197,926	170,222	189,982	19,759	12%
6213 · IT Equipment	_	31,699	67,586	55,256	84,655	69,435	48,765	(20,669)	-30%
Total 6210 · Information Technology	157,213	182,604	281,269	250,363	390,486	422,495	406,152	(16,343)	-4%
6220 · Rents and Leases									
6221 · Facilities/Equipment Lease	6,819	-	5,913	58,119	54,769	5,212	63,922	58,710	1126%
6222 · Solar Lease	66,105	67,034	67,969	53,181	14,049		-	-	N/A
Total 6220 · Total Rents and Leases	72,924	67,034	73,882	111,300	68,818	5,212	63,922	58,710	1126%
6230 · Small Tools and Supplies	50,012	60,120	133,337	61,664	110,130	124,340	181,715	57,375	46%
6240 · Special Expenses									
6241 ·Non-Hosted Training	63,377	124,972	70,929	87,162	99,209	116,350	136,242	19,893	17%
6241.1 · EDC Hosted Training	-	-	-	13,303	83,017	149,856	337,070	187,213	125%
6242 · Fire Prevention	44,586	44,031	106,686	42,906	69,829	76,516	75,169	(1,347)	-2%
6243 · Licenses	10	84	400	(8)	-	-	-	-	N/A
6244 · Directors' Training & Travel	-	-	-	-	-	-	3,534	3,534	N/A
Total 6240 · Special Expenses	107,973	169,087	178,015	143,362	252,055	342,722	552,014	209,292	61%
6250 · Transportation and Travel									
6251 · Fuel and Oil	65,672	68,171	74,503	80,380	113,063	131,754	156,575	24,821	19%

EL DORADO HILLS FIRE DEPARTMENT



2023/24 MID-YEAR BUDGET

El Dorado Hills Fire Department

Historical Trend Analysis Total All Funds

	Actual FY17/18	Actual FY18/19	Actual FY19/20	Actual FY20/21	Actual FY21/22	Actual FY22/23	Mid-Year Budget FY23/24	Variance 22/23 Budget vs. 23/24 Budget	Variance
6252 · Travel	17,577	10,401	23,772	20,511	23,168	34,308	56,642	22,334	65%
6253 · Meals & Refreshments	18,456	18,555	16,603	14,284	20,867	33,338	37,880	4,542	14%
Total 6250 · Transportation and Travel	101,705	97,127	114,878	115,174	157,097	199,400	251,097	51,697	26%
6260 · Utilities									
6261 · Electricity	7,899	17,286	15,827	30,343	29,842	64,306	54,717	(9,589)	-15%
6262 · Natural Gas/Propane	19,618	21,248	16,300	22,322	28,414	53,952	42,901	(11,051)	-20%
6263 · Water/Sewer	18,077	15,565	16,343	17,795	16,587	18,303	33,733	15,430	84%
Total 6260 · Utilities	45,594	54,098	48,469	70,460	74,843	136,561	131,351	(5,210)	-4%
Total Operating Expenditures	\$ 16,968,480	\$ 17,295,899	\$ 18,681,022	\$ 20,653,945	\$ 21,424,315	\$ 23,500,730	\$ 26,875,604	\$ 3,374,875	14%
Unrestricted Operating Revenue - Operating Expenditures	\$ 2,433,947	\$ 3,123,528	\$ 2,809,130	\$ 3,425,859	\$ 3,538,712	\$ 3,995,082	\$ 2,645,445	\$ (1,349,637)	-34%
6800 · Debt Service	-	-	-	-	-	68,672	-	-	0%
6570 OPEB UAL Additional Lump Sum Pmt	1,000,000	600,000	-	-	1,021,551	-	646,409	646,409	N/A
6720 · Capital Outlay	579,635	1,189,045	384,327	448,260	5,450,646	10,972,253	1,669,850	(9,302,402)	-85%
Total Expenditures	\$ 18,548,115	\$ 19,084,944	\$ 19,065,349	\$ 21,102,204	\$ 27,896,512	\$ 34,541,654	\$ 29,191,864	\$ 5,349,791	15%
Total Revenue - Total Expenditures	\$ 3,995,811	\$ 2,914,395	\$ 4,160,018	\$ 4,484,212	\$ (2,712,305)	\$ (5,417,957)	\$ 1,649,960	\$ 7,067,918	
FUND TRANSFERS									
Transfers to Development Fee Fund	\$ (2,867,200)	\$ (1,392,661)	\$ (1,504,149)	\$ (1,144,426)	\$ (1,094,124)	\$ (1,442,364)	\$ (1,320,775)		
Transfers from Development Fee Fund	1,358,755	-	572,510	155,617	3,020,045	8,146,030	809,644		
Transfers to Pension Reserve Fund	(450,000)	(1,654,700)	(2,170,119)	(439,783)	(1,605,662)	(213,026)	(500,000)		
Transfers from Capital Replacement Fund	98,893	813,090	187,772	72,414	2,434,767	2,826,222	860,206		
Transfers to Capital Replacement Fund	(850,000)	(800,000)	(800,000)	(900,000)	(2,314,271)	(2,752,497)	(1,499,036)		
Transfers to/from Unassigned Fund	(1,286,259)	119,875	(446,032)	(2,228,034)	2,271,551	(1,146,408)	-		
Total Revenue - Total Expenditures Net of Fund Transfers	\$-	<u>\$</u> -	\$ -	\$ -	\$ -	\$-	\$ -		



El Dorado Hills Fire Department

2023/24 Mid-Year Budget

Reserve Fund Summary



	RESERVE FUND BALANCE AS OF							
	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	MID-YEAR BUDGET 6/30/2024
General Reserve Fund (Unassigned/Nonspendable)	14,632,614	15,918,875	15,798,996	16,245,031	18,473,061	16,201,513	17,347,923	17,347,923
Unassigned Fund as a % of Operating Expenditures	89%	94%	91%	87%	89%	76%	74%	65%
Capital Replacement Reserve Fund (Committed)	3,052,680	3,803,787	3,790,697	4,402,926	5,230,513	5,110,017	5,036,291	5,675,121
Total Unrestricted Reserve Funds	17,685,294	19,722,662	19,589,693	20,647,957	23,703,574	21,311,530	22,384,214	23,023,044
Pension Reserve Fund	-	455,760	2,110,460	4,280,579	4,720,362	6,326,025	6,539,051	7,039,051
Development Fee Reserve Fund	6,682,221	8,190,667	9,583,327	10,514,964	11,503,774	9,577,853	2,874,187	3,385,318
Total Restricted Reserve Funds	6,682,221	8,646,427	11,693,787	14,795,543	16,224,136	15,903,878	9,413,238	10,424,368
Grand Total Fund Balances	\$ 24,367,515	\$ 28,369,089	\$ 31,283,480	\$ 35,443,500	\$ 39,927,710	\$ 37,215,408	\$ 31,797,452	\$ 33,447,412

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2024-06

Resolution Adopting the 2023-2024 Mid-Year Budget

WHEREAS, the Board of Directors of the El Dorado Hills County Water

District Board (the "Fire District") held a public hearing during which time additions and

deletions to the 2023-2024 Mid-Year Budget were made; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors in

accordance with Section 13890 of the Health and Safety Code, the Mid-Year Budget for the

Fiscal Year 2023-2024 is hereby adopted in accordance with the following:

Budget Category	<u>Increase/(Decrease)</u>
Wages & Benefits:	\$ 548,779
Services and Supplies:	(4,660)
OPEB Lump Sum Payment	194,544
Capital Assets:	
Structures and Improvements	(514,965)
Apparatus and Vehicles	495,098
Equipment	(140,244)
Total Budget Requirements (Decrease):	\$ 578,552

BE IT FURTHER RESOLVED that, except as specified below, the means of

financing the expenditures will be by monies derived from Property Taxes and Other

Miscellaneous Operating Revenues.

BE IT FURTHER RESOLVED that the means of financing the OPEB Lump

Sum Payment will be by monies derived from the Unassigned General Reserve Fund.

BE IT FURTHER RESOLVED that the means of financing the Capital Asset

expenditures will be by monies derived from the Capital Replacement Fund and Development

Fee Fund.

BE IT FURTHER RESOLVED that the Mid-Year Budget is hereby adopted and available for inspection by interested persons.

The foregoing resolution was duly passed and adopted by the Board of the El Dorado Hills County Water District at a special meeting of said Board held on the 16th day of May, 2024, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

ATTEST:

Timothy J. White, President

Jessica Braddock, Board Secretary







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") prehospital medical care within its jurisdiction, in compliance with Contract #2298 for Prehospital 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; as amended; 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 (2) pre-hospital ALS ambulance(s) as staffed by individuals licensed 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 County Emergency Medical Services and Medical Transportation ordinance, section 8.74.060.

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 EI Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station, receiving hospitals, and the **JPA** Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in EI Dorado County.

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 or Paramedic 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 or Paramedic.

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 Polices & 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, or ePCR) 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, senority, 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 et seq.); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12131 et seq.); 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 selfinsured 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 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:

<u>JPA</u>	<u>Contractor</u>
480 Locust Road	1050 Wilson Blvd.
Diamond Springs, CA 95619	<u>El Dorado Hills, CA 95762</u>
530-642-0622	(916) 933-6623
Attn: Executive Director	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, 2024, 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 reply 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.

Date _____

William Sugiyama, Executive Director El Dorado County Emergency Services Authority

Date _____

Fire Chief Maurice Johnson El Dorado Hills Fire Department

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 EI Dorado County Emergency Services Authority (hereinafter referred to as "the **JPA**") and the EI 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. 104-191 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. <u>Definitions</u>. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

- 2. <u>Scope of Use and Disclosure by the Business Associate of County Disclosed</u> <u>PHI.</u>
 - 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. <u>Obligations of the Business Associate</u>. 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. <u>PHI Access, Amendment and Disclosure Accounting</u>.

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

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

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein. 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. <u>Amendment to Indemnity.</u>

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 (collecteively, 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 indemnified parties herein from third party claims arising from the issues of this Amendment.

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

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

Appendix B

COMPENSATION FOR SERVICES

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

- 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.
- 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	5	
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. *Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.
Class 40 Expenses	3	
Object Code 4022: Uniforms	Maximum Allowance: \$8,360 per medic unit	Compensated at actual cost.
Object Code 4304 Agency Admin	\$51,250 per medic unit	Compensated annually in July
Object Code 4440: Rental/Lease Buildings	\$20,350 per medic unit	Compensated annually in January *Payable to the Fire District where the medic unit is physically based.
Object 4609 Staff Development	Maximum Allowance: \$8,360 per medic unit	Compensated at actual cost
Object 4700 Utilities	\$10,670 per medic unit	Compensated annually in January *Payable to the Fire District where the medic unit is physically based.

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 2023/24, Contractor may submit to the JPA a chart of all unused leave balances accrued during FY 23/24 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 30 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 #7 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.

9. 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 HILLS FIRE DEPARTMENT

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

DATE:	May 16, 2024
то:	Board of Directors
AGENDA ITEM:	Item XV-C
SUBJECT:	Exchange of Fire Protection & Emergency Services

Background

The proposed Memorandum of Understanding (MOU) formalizes a partnership for sharing fire protection and emergency services between Red Hawk Tribal Fire and the El Dorado Hills Fire Department. This MOU aligns with similar agreements already in place with other fire agencies within the county and includes Red Hawk's involvement in the California Mutual Aid System. Red Hawk Tribal Fire is routinely called upon across the county for initial wildfire attack and technical rescues. Additionally, Red Hawk Fire contributes to community safety by providing defensible space and fuels reduction services. The Red Hawk Tribal Fire resources will respond as additional support to our EDH Fire crews to assist with the mitigation of wildfires and technical rescues.

Fiscal Impact

There is no fiscal impact to this MOU. The exchange of services will be equal and focus primarily on wildfire response, technical rescue response and joint training.

The cost of this proposal is: \$0.00

Recommendation

Staff respectfully requests the Board of Directors approve the MOU for the exchange of fire protection and emergency services between the El Dorado Hills Fire Department and Red Hawk Tribal Fire. Staff also requests that the Board authorize the Fire Chief to Execute this agreement once finalized.

Approved by:

1/

Maurice Johnson **Fire Chief**

MEMORANDUM OF UNDERSTANDING

EXCHANGE OF FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE RED HAWK TRIBAL FIRE and EL DORADO HILLS FIRE DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into on <u>May 8</u>, 2024., by and between the Red Hawk Tribal Fire (Tribal Fire) and El Dorado Hills Fire Department (EDH Fire), collectively.

This agreement is made with reference to the following facts and objectives:

Tribal Fire and EDH Fire each maintain and operate a fire protection organization in and for their respective jurisdictions; and

Certain of the lands protected by each agency herein are adjacent to the lands protected by the other agency; and

Tribal Fire and EDH Fire each desire to furnish fire and emergency medical response assistance to the other when such aid is requested as set forth below;

Tribal Fire and EDH Fire are authorized to enter into mutual aid agreements with each other (Gov't Code section 13863); and

The parties agree as follows:

- 1. Tribal Fire trains, staffs and provides a Type Two Attack Hand crew and a Water Tender for fire responses within Tribal lands and by request across the State and Country.
- 2. Tribal Fire provides a valuable resource(s) to assist in containing and mitigation wildfires and other rescue calls within the County Fire's jurisdiction.
- 3. Joint training exercises will be coordinated at the direction of the fire chiefs and/or their designees.
- 4. Tribal fire and EDH Fire shall use the Incident Command System (ICS), the standard organization system to govern emergency operations, in conjunction with other local, state and federal fire agencies. Tribal Fire and EDH Fire shall be responsible for obtaining information and completing required reports. All reports may be shared between the agencies.
- 5. The Services provided pursuant to this MOU shall not be used by either agency as a substitute for day-to-day operations. The rendering of aid by

one party to the other hereunder is voluntary and mutually beneficial in containing wildfires and other special requests services.

- 6. Tribal Fire agrees to respond to wildfires as part of County Fire's dispatch matrix under automatic aid, when available. Responses to specialized rescue calls will be by request.
- 7. EDH Fire recognizes that Tribal Fire is not only a local asset, but an asset that may be requested beyond El Dorado County. Nothing within the MOU is meant to prohibit, reduce or impact Tribal Fire's response to requests outside of EDH Fire jurisdiction.
- 8. Tribal Fire and EDH Fire recognize the mutual benefits for responses to wildfires within each jurisdiction and there shall be no expectations for payment of services rendered on wildfires within either jurisdiction, unless provided through CFAA or other stat and federal programs.
- 9. The provisions within this MOU are solely meant to augment and assist both agencies on wildfires and special request rescue calls. Nothing within the MOU is construed to alter or supersede the existing Agreement for Fire Protection Services between the Shingle Springs Band of Miwok Indians and El Dorado Hills Fire Department, or limit or restrict responses by Tribal Fire beyond the jurisdiction of EDH Fire.
- 10. Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees caused in the course of rendering aid to the other party pursuant to this MOU. This indemnity provision survives the Agreement.
- 11. Nothing herein shall be considered a waiver of the Shingle Springs Band of Miwok Indians' sovereign immunity.
- 12. The MOU shall remain in effect from the date of execution until May 1, 2029, or until terminated by either party. Either party may terminate this MU for any reason or no reason after giving the other party at least 30 days advanced, written notice of the party's intent to terminate the MOU.

(signatures on next page)

Regina Cuellar, Chairwoman Shingle Springs Band of Miwok Indians

Maurice John, Fire Chief El Dorado Hills Fire Department



24 April 2024

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

Dear Chief Johnson:

Our agency recently conducted hazardous materials training in El Dorado Hills for area fire departments. The training we provided were the Hazmat Instructor Certification course and the Hazmat Incident Commander course. The Instructor Certification course trains individuals to provide state-certified hazmat training. This allows agencies to provide hazmat training to their personnel in-house at minimal cost. This program is a key part of the hazmat training system that makes responders in California some of the best trained in the nation.

This training came to El Dorado Hills due to the efforts of Cristy Jorgensen, your Administrative Training Program Coordinator. When the Local Emergency Planning Committee started looking for locations for these courses she stepped up and volunteered your Fire Department to host the training. Cristy contacted us immediately and moved quickly to arrange for us to use your outstanding training facility. It's always challenging to coordinate training in busy facilities. Thanks to Cristy's efforts both classes were trouble-free.

Cristy was a pleasure to work with. She kept us informed throughout the scheduling process and responded quickly to any requests. During the class, she continually stayed in touch with us and ensured our needs were met. Please pass on our thanks to her for her excellent assistance.

We look forward to returning to El Dorado Hills for future training events.

Very respectfully,

Kom Vance Bennett

Emergency Management Coordinator/Instructor II Hazardous Materials Section CalOES/California Specialized Training Institute

California Specialized Training Institute 10 Sonoma Avenue, Building 904 San Luis Obispo, CA 93405-7605