

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
SEVEN HUNDRED SECOND MEETING
Thursday, January 16, 2014
6:00 p.m.
(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order and Pledge of Allegiance

- II. Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
 - A. Approve Minutes of the 701st meeting held December 12, 2013
 - B. Approve Financial Statements for December 2013
End Consent Calendar

- III. 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.

- IV. Correspondence

- V. Attorney Items

- VI. Committee Reports
 - A. Administrative Committee (Directors Durante and Hidahl)
 - 1. Review and update construction progress of Station 84
 - 2. Review and approve Committee recommendation for proposed selection of Project Manager/Inspector of Record contract
 - 3. Update from Candidate Selection Committee; review and approve selection process for appointment of candidate to fill vacancy on the Board

 - B. Fire Committee (Directors Durante and Winn)

 - C. Ad Hoc Committee Reports
 - A. Report on the Committee meeting with Latrobe; review and discuss initiating proceedings for the annexation of Latrobe; give direction to staff regarding next steps; set special meeting date for adoption of Resolution for initiating proceedings
 - B. Report from Ad Hoc Committee regarding the Commission for Collaborative Fire Departments (Directors Hidahl and Hartley)

- VII. Operations Report
 - A. Operations Report (Receive and file)
 - B. Review and update regarding Joint Powers Authority
 - C. Review and update regarding sale of Engine 8572
 - D. Review and approve updated Health Reimburse Arrangement Plans for Employees and Retirees
 - E. Review and approve donation of two Polaris Wave Runners with Trailer to the Department's Swift Water Rescue Team
 - F. Review and approve extension of AT&T cell site lease at Station 84

VIII. Fiscal Items

IX. New Business

- A. Reorganization of Board and Committees
- B. Review and establish meeting date(s) for 2014
- C. Review and approve Resolution of Appreciation (2014-01) for Director Lou Barber
- D. Review and approve Resolution of Appreciation (2014-02) for Deputy Chief Jim O'Camb
- E. Review and approve Resolution of Appreciation (2014-03) for Firefighter/ Paramedic James Davidson

X. Old Business

XI. Oral Communications

- A. Directors
- B. Staff

XII. Adjournment

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

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This Board meeting is normally recorded.

EL DORADO HILLS COUNTY WATER DISTRICT

SEVEN HUNDRED FIRST MEETING OF THE BOARD OF DIRECTORS

Thursday, December 12, 2013

6:00 p.m.

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Durante called the meeting to order at 6:00 p.m. and Chief Roberts led the Pledge of Allegiance. Directors in attendance: Durante, Hartley, Hidahl and Winn. (Director Barber was absent). Staff in attendance: Chief Roberts and Chief Financial Officer Bair. Counsel Cook was also in attendance. President Durante announced that Director Barber has resigned from the Board of Directors.

II. CONSENT CALENDAR

A. Approve minutes of the 700th meeting held November 21, 2013

B. Approve Financial Statements for November 2013

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

III. ORAL COMMUNICATIONS

A. EDH Professional Firefighters – None

B. EDH Firefighters Association – None

C. Public Comments – None

IV. CORRESPONDENCE – Chief Roberts stated that correspondence had been received regarding the sale of the truck and will be discussed later on the agenda.

V. ATTORNEY ITEMS – None

VI. COMMITTEE REPORTS

A. Administrative Committee (Directors Barber and Hidahl)

1. **Review and update on construction progress of Station 84** – Director Hidahl reported that work on a Request for Proposal for selecting a contractor was being completed. He stated that the Inspector of Record and Project Manager role is being combined and it is anticipated that a selection will be made at the January Board Meeting.

B. Fire Committee (Directors Durante and Winn) – Nothing to report.

C. Ad Hoc Committee Reports

- 1. A. Report on the response from Latrobe on the Request for Proposal; Board Discussion; give direction to Staff regarding next steps** - Director Hartley reported that Latrobe Fire District held a meeting to review the two RFPs that had been submitted (Sac Metropolitan and El Dorado Hills Fire Departments). Chief Roberts stated that Latrobe seemed to be very pleased with El Dorado Hills Fire's RFP. He added that the Board of Supervisors have made contact with Latrobe Board members to commit their support of the AB8 rate adjustment that would need to take place in order for the process to move forward. Chief Roberts stated that he expects a favorable decision toward annexation will be made by next week. He also stated that the Board of Supervisors is working on a Resolution to show their support to the agencies that are working together toward annexation. Director Hartley requested that Counsel Cook complete work on the Board's Resolution in support of the annexation for review by the Committee.

IX. NEW BUSINESS (Taken Out of Sequence)

- A. Resignation of Director: Develop plans for replacement** – Director Barber has sold his home and is moving out of state.

After discussion, President Durante gave Direction to Staff to post a public notice to solicit resumes for the vacancy created by Director Barber's resignation, serving out the remainder of Director Barber's term through December 5, 2014. There was no public comment.

President Durante also stated that he will assume Director Barber's place on the Admin Committee. President Durante asked Director Hidahl to take Director Barber's place on the Regional Operations Committee.

B. Reorganization of Board and Committees

C. Review and establish meeting date(s) for 2014

Director Hidahl made a motion to defer Items IX-B and IX-C to the January Board Meeting after the new Director appointment, seconded by Director Winn and unanimously carried.

VI. COMMITTEE REPORTS (Taken Out of Sequence)

C. Ad Hoc Committee Reports

- B. Report from the Regional Operations Committee regarding Annexation of Latrobe, Rescue and Diamond Springs/El Dorado Fire Protection District** (Directors Hartley and Barber) - Chief Roberts reported that sharing of resources with Rescue Fire Department is going very well.

VII. OPERATIONS REPORT

- D. Review and approve bids to purchase Truck 8591 (Taken Out of Sequence)** – Chief Roberts suggested that the Board review correspondence received from District Three Board of Supervisor Brian Veerkamp, Chief Tom Keating representing the El Dorado County Fire Chiefs Association, and Chief William Dekkar of Garden Valley Fire, all in support of selling Truck 8591 to Diamond Springs-El Dorado Fire Protection District. He also summarized the two proposed bids received; Rio Vista Fire Department’s offer of \$150,000 with financing required and Diamond Springs-El Dorado Fire Protection District’s offer of \$90,000 cash.

Chief Robert Combs, Diamond Springs-El Dorado Fire Protection District, addressed the Board by highlighting the many benefits that the purchase of Truck 8591 would provide to them and the County.

Wally Fullerton, Retired Police Chief and El Dorado Hills resident, expressed his support of the sale of Truck 8591 to Diamond Springs-El Dorado stating there would be benefit to the El Dorado Hills community to keep it locally.

Director Hartley made a motion to accept Diamond Springs-El Dorado Fire Protection District’s bid of \$90,000 cash to purchase Truck 8591, seconded by Director Winn, and unanimously carried.

VI. COMMITTEE REPORTS (Taken Out of Sequence)

C. Ad Hoc Committee Reports

- 2. Report from Ad Hoc Committee regarding the Commission for Collaborative Fire Departments** (Directors Hidahl and Hartley) – Director Hidahl reported that that the Committee had not met.

A. Operations Report - Received and filed.

B. Review and update regarding Joint Powers Authority – Director Hartley reported that the JPA had not met.

- C. **Public Hearing: Second Public Reading of Ordinance #36 adopting the 2013 edition of the California Fire Code, based upon the 2012 edition of the International Fire Code; Review and adopt** – Chief Roberts commented that there had been no changes. President Durante asked for public comment and there was none.

Director Hidahl made a motion to forego the reading and approve adoption of the 2013 edition of the California Fire Code, based upon the 2012 edition of the International Fire Code seconded by Director Winn, and unanimously carried. (Roll Call: Ayes: All; Noes: None.)

VIII. FISCAL ITEMS

- A. **Receive and file 2012-13 Annual Audit** – CFO Bair presented the annual audit of financial statements for year ended June 30, 2013 along with a letter from Robert W. Johnson, CPA and auditor.

Richard Ross, El Dorado Hills citizen, commented that the public would like to see the District's unfunded liability identified on the balance sheet. CFO Bair stated that this information was not included as it is not an audit requirement; however, it will be a requirement in the future and offered to obtain this information from CalPERS. Mr. Ross also asked if the District was aware of a recent CalPERS announcement of a recalculation of pension contributions that could result in a 50 percent increase beginning 2015. CFO Bair stated she was aware of this planned increase though not at 50 percent and would share CalPERS information with the Board at a later date.

Director Winn made a motion to receive and file the 2012-13 Annual Audit, seconded by Director Hidahl and unanimously carried.

- X. **OLD BUSINESS** - President Durante stated that the next meeting will be January 16, 2014; Director Hidahl asked that the Board think about moving the Board meetings to Wednesday evenings.

XI. ORAL COMMUNICATIONS

- A. **Directors** - Director Winn recognized the hard work put forth by Department members to host the annual Santa Run and other community service activities. President Durante encouraged Board participation in the 50th Year Celebration of the Santa Run. Director Hidahl expressed his appreciation for the above and beyond efforts that went into planning and celebrating the Department's 50th Anniversary.

B. Staff – Chief Roberts announced the sale of a special Santa Run tee shirt; extended an invitation to Chief O’Camb’s Retirement Flag Ceremony on December 20 at 9:00 a.m. and a special presentation to Chief O’Camb at the Board of Supervisor’s office on December 17; and stated that the Firefighter Paramedic testing process is underway. CFO Bair conveyed the Staff’s appreciation for the generous support that Director Barber has provided as a Board member.

XII. ADJOURNMENT

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

The meeting adjourned at 7:10 p.m.

Approved:

Connie Bair, Board Secretary

Greg F. Durante, President

El Dorado Hills Fire Department Revenue and Expense Summary December 2013

	Final Budget Fiscal Year 2013-2014	Actual Revenue Collected December 2013	Actual Revenue Collected YTD December 31 2013	Unrealized Revenues More Revenue than Expected	% of Revenue Collected
Revenue					
3240 - Tax Revenue					
3260 - Secured Tax Revenue	11,719,201		6,171,417.87	5,547,783.13	52.66%
3270 - Unsecured Tax Revenue	254,894		219,783.62	35,110.38	86.23%
3280 - Homeowners Tax Revenue	133,602		50,000.00	83,602.00	37.43%
3320 - Supplemental Tax Revenue	0		6,497.71	(6,497.71)	100.00%
3330 - Sacramento County Revenue	10,000			10,000.00	0.00%
Total 3240 - Tax Revenue	12,117,697	* See Note	6,447,699.20	5,669,997.80	53.21%
3510 - Misc. Operating Revenue					
3511 - Contributions/Prev Fees	20,000	1,976.14	8,112.61	11,887.39	40.56%
3512 - JPA Revenue	995,000	0.00		995,000.00	0.00%
3513 - Rental Income (Cell site)	21,960	1,871.81	11,230.86	10,729.14	51.14%
3514 - Grant Revenue	0	0.00		0.00	0.00%
3515 - OES/Mutual Aid Reimbursement	250,000	0.00	5,019.59	244,980.41	2.01%
3520 - Interest Earned	80,000	0.00	11,630.29	68,369.71	14.54%
3510 - Misc. Operating Revenue - Other	93,040	2,912.63	40,168.49	52,871.51	43.17%
Total 3510 - Misc. Operating Revenue	1,460,000	6,760.58	76,161.84	1,383,838.16	5.22%
3550 - Development Fee					
3560 - Development Fee Revenue	575,000		0.00	575,000.00	0.00%
3561 - Development Fee Interest	0		682.77	(682.77)	100.00%
Total 3550 - Development Fee	575,000	* See Note	682.77	574,317.23	0.12%
Total Revenue	14,152,697		6,524,543.81	7,628,153.19	
- Transfers (Board Authorized)					
Transfer from Capital Res/Sale of Assets	805,900		0.00	805,900.00	0.00%
Transfer from General Reserve Fund	3,826,945		0.00	3,826,945.00	0.00%
Total Transfers	4,632,845		0.00	4,632,845.00	0.00%
Total Revenue and Transfers	18,785,542	6,760.58	6,524,543.81	12,260,998.19	34.73%

Notes: Tax Revenue for current month is not available.

Tax Revenue collected/received in January and April.

**El Dorado Hills Fire Department
Revenue and Expense Summary
December 2013**

	Prelim Budget Fiscal Year 2013-2014	Actual Expended December 2013	Actual Expended YTD December 31 2013	Remaining Balance Available	% of Budget Expended
Expense					
6000 · Salaries & Wages					
6001 · Salaries & Wages, Fire	5,069,205	379,903.74	2,457,027.85	2,612,177.15	48.47%
6011 · Education Pay	372,900	28,128.47	184,022.53	188,877.47	49.35%
6016 · Salaries & Wages, Clerical/Misc	403,083	26,882.97	164,153.32	238,929.68	40.72%
6017 · Volunteer Pay	75,000	0.00	0.00	75,000.00	0.00%
6018 · Director Pay	14,800	1,200.00	6,500.00	8,300.00	43.92%
6019 · Overtime					
6019.1 · Overtime, Operational	1,185,000	146,053.50	911,145.59	273,854.41	76.89%
6019.2 · Overtime, Outside Aid	250,000	0.00	0.00	250,000.00	0.00%
6019.3 · Overtime, JPA	100,000	2,264.00	35,957.00	64,043.00	35.96%
Total 6019 · Overtime	1,535,000	148,317.50	947,102.59	587,897.41	61.70%
6020 · P.E.R.S. Retirement					
6031 · Life Insurance	5,746	440.80	2,492.80	3,253.20	43.38%
6032 · P.E.R.S. Health Benefits	1,086,537	85,464.58	499,746.42	586,790.58	45.99%
6033 · Disability Insurance	12,870	955.50	5,733.00	7,137.00	44.55%
6034 · Health Cost of Retirees	750,000	28,068.50	546,118.65	203,881.35	72.82%
6040 · Dental/Vision Expense	147,460	8,158.00	56,307.00	91,153.00	38.19%
6050 · Unemployment Insurance	15,994	54.13	799.20	15,194.80	5.00%
6060 · Vacation & Sick Expense Reserve	125,000	20,812.88	35,317.95	89,682.05	28.25%
6070 · Medicare	105,968	8,520.97	54,360.21	51,607.79	51.30%
Total 6000 · Salaries & Wages	11,799,550	976,901.70	5,961,069.70	5,838,480.30	50.52%
6100 · Clothing & Personal Supplies					
6100 · Clothing & Personal Supplies	92,300	520.26	17,200.29	75,099.71	18.64%
6110 · Communications					
6111 · Business Phones	57,200	6,487.47	23,086.41	34,113.59	40.36%
6112 · Dispatch Services	18,000	0.00	0.00	18,000.00	0.00%
Total 6110 · Communications	75,200	6,487.47	23,086.41	52,113.59	30.70%

**El Dorado Hills Fire Department
Revenue and Expense Summary
December 2013**

	Prelim Budget Fiscal Year 2013-2014	Actual Expended December 2013	Actual Expended YTD December 31 2013	Remaining Balance Available	% of Budget Expended
6120 · Housekeeping	21,360	2,158.64	10,126.29	11,233.71	47.41%
6130 · Insurance					
6131 · General Insurance (Annual)	51,000	357.00	46,417.00	4,583.00	91.01%
6132 · Workers Compensation	519,898	41,617.75	249,706.50	270,191.50	48.03%
Total 6130 · Insurance	<u>570,898</u>	<u>41,974.75</u>	<u>296,123.50</u>	<u>274,774.50</u>	<u>51.87%</u>
6140 · Maintenance of Equipment					
6141 · Tires	14,000	1,519.23	5,458.95	8,541.05	38.99%
6142 · Parts & Supplies	10,000	1,568.19	6,231.42	3,768.58	62.31%
6143 · Outside Work	100,500	9,473.39	28,151.50	72,348.50	28.01%
6144 · Equipment Maintenance	120,845	6,458.10	46,235.26	74,609.74	38.26%
6145 · Radio Maintenance	5,000	0.00	647.74	4,352.26	12.96%
Total 6140 · Maintenance of Equipment	<u>250,345</u>	<u>19,018.91</u>	<u>86,724.87</u>	<u>163,620.13</u>	<u>34.64%</u>
6150 · Maintenance, Structures & Ground	55,300	578.80	25,159.71	30,140.29	45.50%
6160 · Medical Supplies					
6161 · Medical Supplies	1,000	0.00	0.00	1,000.00	0.00%
Total 6160 · Medical Supplies	<u>1,000</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00%</u>
6170 · Dues and Subscriptions	7,355	70.00	5,218.23	2,136.77	70.95%
6180 · Miscellaneous					
6181 · Miscellaneous	8,700	571.75	1,772.48	6,927.52	20.37%
6182 · Honor Guard	3,000	6.56	17.31	2,982.69	0.58%
6183 · Explorer Program	1,000	0.00	0.00	1,000.00	0.00%
6183 · Pipes and Drums	3,000	0.00	0.00	3,000.00	0.00%
Total 6180 · Miscellaneous	<u>15,700</u>	<u>578.31</u>	<u>1,789.79</u>	<u>13,910.21</u>	<u>11.40%</u>
6190 · Office Supplies	20,350	687.49	7,524.29	12,825.71	36.97%

**El Dorado Hills Fire Department
Revenue and Expense Summary
December 2013**

	Prelim Budget Fiscal Year 2013-2014	Actual Expended December 2013	Actual Expended YTD December 31 2013	Remaining Balance Available	% of Budget Expended
6200 · Professional Services					
6201 · Audit	10,500	9,500.00	9,500.00	1,000.00	90.48%
6202 · Legal	120,000	9,709.48	45,964.89	74,035.11	38.30%
6203 · Notices	3,500	41.30	930.05	2,569.95	26.57%
6204 · Misc.	239,440	19,527.29	74,180.60	165,259.40	30.98%
6205 · Elections/Tax Administration	1,000	0.00	0.00	1,000.00	0.00%
Total 6200 · Professional Services	374,440	38,778.07	130,575.54	243,864.46	34.87%
6220 · Rents and Leases - Buildings	104,744	8,765.98	61,029.13	43,714.87	58.27%
6230 · Small Tools and Supplies	46,900	6,338.94	14,028.28	32,871.72	29.91%
6240 · Special Expenses					
6241 · Training	69,750	2,800.67	23,402.33	46,347.67	33.55%
6242 · Fire Prevention	14,250	(348.05)	6,119.23	8,130.77	42.94%
6243 · Licenses	1,000	0.00	0.00	1,000.00	0.00%
6244 · Directors' Training & Travel	3,000	0.00	0.00	3,000.00	0.00%
Total 6240 · Special Expenses	88,000	2,452.62	29,521.56	58,478.44	33.55%
6250 · Transportation and Travel					
6251 · Fuel and Oil	75,000	5,178.82	45,741.86	29,258.14	60.99%
6252 · Travel	15,000	2,649.05	4,814.68	10,185.32	32.10%
6253 · Meals & Refreshments	18,000	1,569.76	6,967.36	11,032.64	38.71%
Total 6250 · Transportation and Travel	108,000	9,397.63	57,523.90	50,476.10	53.26%
6260 · Utilities					
6261 · Electricity	60,000	3,829.43	30,106.94	29,893.06	50.18%
6262 · Natural Gas/Propane	27,000	420.44	2,243.51	24,756.49	8.31%
6263 · Water/Sewer	14,000	2,192.20	7,656.83	6,343.17	54.69%
Total 6260 · Utilities	101,000	6,442.07	40,007.28	60,992.72	39.61%
6720 · Fixed Assets	5,053,100	34,637.19	579,861.06	4,473,238.94	11.48%
6999 · Contingencies	0	0.00	0.00	0.00	0.00%
Total Budget and Expenses	18,785,542	1,155,788.83	7,346,569.83	11,438,972.17	39.11%
Net Revenue/Expenses Over/Short +/-	0		(822,026.02)		

El Dorado Hills Fire Department

1/13/2014 2:09 PM

Register: 1000 · Bank of America

From 12/01/2013 through 12/31/2013

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
12/02/2013	EFT	U.S. Bank	-split-		8,350.65			369,302.53
12/02/2013	16757	Greg F. Durante (Di...	-split-		300.00			369,002.53
12/02/2013	16758	Charles J. Hartley	6000 · Salaries & Wag...	Director Pay	100.00			368,902.53
12/02/2013	16759	John Hidahl	-split-		200.00			368,702.53
12/02/2013	16760	Barbara Winn	-split-		200.00			368,502.53
12/02/2013	16761	California State Disb...	-split-	For 11-28-13 P...	666.92			367,835.61
12/02/2013	16762	Chase Bank	2029 · Other Payable	Pipes & Drums	675.00			367,160.61
12/02/2013	16763	Wells Fargo Bank	2026 · EDH Associate...	Payroll Deducti...	1,846.00			365,314.61
12/02/2013	16764	El Dorado Hills Firef...	2029 · Other Payable		195.00			365,119.61
12/02/2013	16765	CA Assoc. of Profess...	6000 · Salaries & Wag...		955.50			364,164.11
12/02/2013	16766	Managed Health Net...	6200 · Professional Ser...		751.40			363,412.71
12/02/2013	16767	Standard Insurance Co.	6000 · Salaries & Wag...	Life Insurance	440.80			362,971.91
12/02/2013	16768	Advantage Gear, Inc.	-split-		143.89			362,828.02
12/02/2013	16769	A T & T	-split-	UVERSE TV ...	185.56			362,642.46
12/02/2013	16770	A T & T Wireless	6110 · Communication...	Cell Phones	282.94			362,359.52
12/02/2013	16771	Absolute Secured Sh...	6190 · Office Supplies		35.00			362,324.52
12/02/2013	16772	Atwood Insurance	6130 · Insurance:6131 ...		1,106.00			361,218.52
12/02/2013	16773	Blue Ribbon Personn...	-split-		3,444.54			357,773.98
12/02/2013	16774	Carbon Copy, Inc	-split-		92.77			357,681.21
12/02/2013	16775	Capitol Air Systems	-split-		898.20			356,783.01
12/02/2013	16776	El Dorado Disposal S...	-split-	Garbage	586.16			356,196.85
12/02/2013	16777	L.N. Curtis & Sons	-split-		28,617.48			327,579.37
12/02/2013	16778	P. G. & E.	-split-	Sta 84, 85, 86, 87	4,249.87			323,329.50
12/02/2013	16779	Photos by JC	6180 · Miscellaneous:6...		321.75			323,007.75
12/02/2013	16780	Project Leadership A...	-split-		4,288.93			318,718.82
12/02/2013	16781	Signal Service	6200 · Professional Ser...		114.00			318,604.82
12/02/2013	16782	State Compensation ...	6130 · Insurance:6132 ...	Workers Comp	41,617.75			276,987.07
12/02/2013	16783	Tempest	6230 · Small Tools and...		483.75			276,503.32
12/02/2013	16784	West Coast Frame/C...	-split-		5,872.16			270,631.16
12/03/2013	EFT	P.E.R.S. Health	-split-	Health Benefits...	114,366.16			156,265.00
12/05/2013		Deposit	-split-	Deposit			1,976.14	158,241.14
12/06/2013		Deposit	-split-	Deposit			8,381.88	166,623.02
12/06/2013	EFT	ADP	6200 · Professional Ser...		265.89			166,357.13
12/11/2013	EFT	Transfer from LAIF	1074 · Local Agency I...	Confirm #1417...			600,000.00	766,357.13
12/12/2013	PR13-12-1	Payroll - Taxes	2021 · Federal Tax Wit...	Taxes	68,354.02			698,003.11
12/12/2013	PR13-12-1	Payroll - Direct Depo...	2021 · Federal Tax Wit...	Direct Deposit	207,570.26			490,432.85
12/13/2013	16785	California State Disb...	-split-	For 12-12-13 P...	666.92			489,765.93
12/13/2013	16786	Carol Caughey	6000 · Salaries & Wag...		1,226.00			488,539.93
12/13/2013	16787	James Davidson	6000 · Salaries & Wag...		62.00			488,477.93
12/13/2013	16788	David Kennedy	6000 · Salaries & Wag...		100.00			488,377.93

El Dorado Hills Fire Department

1/13/2014 2:09 PM

Register: 1000 · Bank of America

From 12/01/2013 through 12/31/2013

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
12/13/2013	16789	Dwight Piper	6000 · Salaries & Wag...		150.00			488,227.93
12/13/2013	16790	Dennis Planje	6000 · Salaries & Wag...		150.00			488,077.93
12/13/2013	16791	Frederick Russell	6000 · Salaries & Wag...		150.00			487,927.93
12/13/2013	16792	Angelica Silveira	6000 · Salaries & Wag...		150.00			487,777.93
12/13/2013	16793	Wells Fargo Bank	2026 · EDH Associate...	Payroll Deducti...	1,799.85			485,978.08
12/13/2013	16794	All Clean Commerci...	6120 · Housekeeping		688.00			485,290.08
12/13/2013	16795	APPTIX Inc.	6200 · Professional Ser...		1,158.94			484,131.14
12/13/2013	16796	Aramark	6100 · Clothing & Pers...	Rags	106.00			484,025.14
12/13/2013	16797	AT&T (CALNET 2)	-split-		575.73			483,449.41
12/13/2013	16798	Best Best & Krieger	6200 · Professional Ser...		1,686.88			481,762.53
12/13/2013	16799	Phillip Wesson	6100 · Clothing & Pers...		100.00			481,662.53
12/13/2013	16800	Cambridge Hardware	6150 · Maintenance,Str...		3.07			481,659.46
12/13/2013	16801	Costco	-split-		244.95			481,414.51
12/13/2013	16802	Folsom Lake Ford	6140 · Maintenance of ...		84.70			481,329.81
12/13/2013	16803	FYI Telecommunicat...	-split-		1,196.00			480,133.81
12/13/2013	16804	Harrold Ford Inc.	6140 · Maintenance of ...		373.98			479,759.83
12/13/2013	16805	Hefner, Stark & Mar...	6200 · Professional Ser...	Legal Services	8,022.60			471,737.23
12/13/2013	16806	InterState Oil Compa...	-split-		4,586.17			467,151.06
12/13/2013	16807	Marshall Medical Ce...	6200 · Professional Ser...		560.00			466,591.06
12/13/2013	16808	MLC Hydrostatic Te...	6140 · Maintenance of ...		72.00			466,519.06
12/13/2013	16809	Mountain Democrat	-split-		76.30			466,442.76
12/13/2013	16810	Prestige Appliances	6150 · Maintenance,Str...		373.61			466,069.15
12/13/2013	16811	Raleys	-split-		109.54			465,959.61
12/13/2013	16812	Rapco Industries Inc.	6140 · Maintenance of ...		699.84			465,259.77
12/13/2013	16813	Rescue Fire Departm...	6180 · Miscellaneous		250.00			465,009.77
12/13/2013	16814	Reibes Auto Parts	-split-		224.68			464,785.09
12/13/2013	16815	Robert W. Johnson C...	6200 · Professional Ser...		9,500.00			455,285.09
12/13/2013	16816	Trace Analytics, Inc.	6140 · Maintenance of ...		75.00			455,210.09
12/13/2013	16817	UPS Store	-split-		37.20			455,172.89
12/13/2013	16818	Verizon Wireless	-split-		2,293.04			452,879.85
12/13/2013	16819	Verizon Wireless - 1	6110 · Communication...		991.97			451,887.88
12/13/2013	16820	U.S. Bank (Rescue)	-split-		1,123.99			450,763.89
12/15/2013	EFT	Bank Charges	6190 · Office Supplies	Bank Charges	158.07			450,605.82
12/16/2013	EFT	Nationwide Retireme...	-split-		11,992.14			438,613.68
12/16/2013	EFT	P.E.R.S. ING	-split-	PR13-12-1 Con...	7,800.66			430,813.02
12/16/2013	EFT	P.E.R.S. Retirement	-split-	Conf# 1000376...	81,789.47			349,023.55
12/16/2013	EFT	P.E.R.S. Retirement (...)	6000 · Salaries & Wag...	Conf# 1000376...	3,738.95			345,284.60
12/16/2013	EFT	P.E.R.S. Retirement (...)	-split-	Conf# 1000376...	1,625.77			343,658.83
12/20/2013	EFT	ADP	6200 · Professional Ser...		258.52			343,400.31
12/23/2013		Transfer from LAIF	1074 · Local Agency I...	Confirm #1418...			500,000.00	843,400.31

El Dorado Hills Fire Department

1/13/2014 2:09 PM

Register: 1000 · Bank of America

From 12/01/2013 through 12/31/2013

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
12/24/2013	EFT	Business Card	6190 · Office Supplies	Auth Rep Conf...	20.22			843,380.09
12/24/2013	PR13-12-2	Payroll - Taxes	2021 · Federal Tax Wit...	Taxes	65,550.71			777,829.38
12/24/2013	PR13-12-2	Payroll - Direct Depo...	2021 · Federal Tax Wit...	Direct Deposit	194,601.46			583,227.92
12/26/2013	EFT	P.E.R.S. ING	-split-	PR13-12-2 Con...	25,600.66			557,627.26
12/26/2013	EFT	P.E.R.S. Retirement	-split-	Conf# 1000379...	81,311.24			476,316.02
12/26/2013	EFT	P.E.R.S. Retirement (...)	6000 · Salaries & Wag...	Conf# 1000379...	3,738.95			472,577.07
12/26/2013	EFT	P.E.R.S. Retirement (...)	-split-	Conf# 1000379...	1,625.77			470,951.30
12/26/2013	16821	California State Disb...	-split-	For 12-26-13 P...	666.92			470,284.38
12/26/2013	16822	Greg F. Durante (Di...	6000 · Salaries & Wag...		100.00			470,184.38
12/26/2013	16823	John Hidahl	6000 · Salaries & Wag...		100.00			470,084.38
12/26/2013	16824	Charles J. Hartley	6000 · Salaries & Wag...	Director Pay	100.00			469,984.38
12/26/2013	16825	Barbara Winn	6000 · Salaries & Wag...		100.00			469,884.38
12/26/2013	16826	Chase Bank	2029 · Other Payable	Pipes & Drums	450.00			469,434.38
12/26/2013	16827	Wells Fargo Bank	2026 · EDH Associate...	Payroll Deducti...	1,799.85			467,634.53
12/26/2013	16828	DC Management, LLC	6220 · Rents and Lease...		8,686.48			458,948.05
12/26/2013	16829	Absolute Secured Sh...	6190 · Office Supplies		75.00			458,873.05
12/26/2013	16830	Aflac	2029 · Other Payable		93.81			458,779.24
12/26/2013	16831	All Clean Commerci...	6120 · Housekeeping		688.00			458,091.24
12/26/2013	16832	A T & T Wireless	6110 · Communication...	Cell Phones	282.94			457,808.30
12/26/2013	16833	Big O Tires	-split-		1,543.10			456,265.20
12/26/2013	16834	Blue Ribbon Personn...	-split-		2,656.34			453,608.86
12/26/2013	16835	Core Logic	6240 · Special Expense...		1,650.00			451,958.86
12/26/2013	16836	Cooperative Personn...	-split-		9,158.18			442,800.68
12/26/2013	16837	Cundiff and Associates	6200 · Professional Ser...		675.00			442,125.68
12/26/2013	16838	El Dorado Irrigation ...	-split-	Water/Sewer	2,192.20			439,933.48
12/26/2013	16839	Gilly's Super Signs	6230 · Small Tools and...		32.25			439,901.23
12/26/2013	16840	Harrold Ford Inc.	-split-		2,254.05			437,647.18
12/26/2013	16841	Jorgensen Company	6230 · Small Tools and...		53.21			437,593.97
12/26/2013	16842	Lehr Auto Electric, Inc	6140 · Maintenance of ...		157.96			437,436.01
12/26/2013	16843	L.N. Curtis & Sons	-split-		5,969.14			431,466.87
12/26/2013	16844	Project Leadership A...	-split-		5,440.00			426,026.87
12/26/2013	16845	Waynes Locksmith	6150 · Maintenance,Str...		10.80			426,016.07
12/26/2013	16846	Youngdahl Consultin...	6720 · Fixed Assets		256.00			425,760.07
12/27/2013	EFT	Nationwide Retireme...	-split-		11,992.14			413,767.93
12/27/2013	EFT	ADP (FSA Service C...	6200 · Professional Ser...		82.80			413,685.13
12/27/2013	EFT	P.E.R.S. Retirement	-split-	Conf# 1000379...	80,904.09			332,781.04
12/27/2013	EFT	P.E.R.S. Retirement (...)	6000 · Salaries & Wag...	Conf# 1000379...	3,432.64			329,348.40
12/27/2013	EFT	P.E.R.S. Retirement (...)	-split-	Conf# 1000379...	1,673.86			327,674.54

COUNTY OF EL DORADO

330 Fair Lane
Placerville, CA 95667
(530) 621-5390
(530) 622-3645 Fax

JAMES S. MITRISIN
Clerk of the Board



BOARD OF SUPERVISORS

RON MIKULACO
District I
RAY NUTTING
District II
BRIAN K. VEERKAMP
District III
RON BRIGGS
District IV
NORMA SANTIAGO
District V

December 17, 2013

Mr. Dennis L. Carroll, Chairman
Board of Directors
Latrobe Fire Protection District
7660 South Shingle Road
Shingle Springs, CA 95682

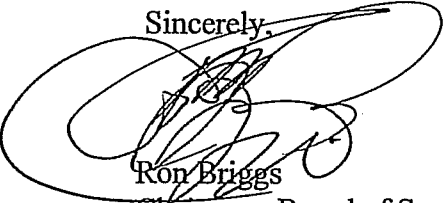
Dear Chairman Carroll,

The County of El Dorado Board of Supervisors wishes to express its support of your discussions with the El Dorado Hills Fire Department pertaining to the consolidation of your agencies. Our Board supports such dialogue between local fire protection districts within the County of El Dorado that will ensure that the management of local fire protection resources and efforts remain within our County.

We have always stood ready to support such intra-county consolidations which demonstrate a purposeful consolidation yielding superior service and efficient use of taxpayer dollars.

We look forward to participating in constructive discussions, which may include redistribution of the ad valorem property taxes, with the Latrobe Fire Protection District and the El Dorado Hills Fire Department as your two agencies continue to consider the consolidation of the two agencies.

Sincerely,



Ron Briggs
Chairman, Board of Supervisors
County of El Dorado

cc: Board of Directors
El Dorado Hills Fire Department/El Dorado Hills County Water District



EL DORADO HILLS FIRE DEPARTMENT

MONTHLY ACTIVITY REPORT

December 2013



*"Your Safety,
Our Commitment"*

ALARM STATISTICS

213	Calls for the Month 2013
177	Calls for the Month 2012
2682	Total "2013 Year to Date"
2385	Total "2012 Year to Date"
90%	Unit Response, 10 Minutes (before exception reports)
94%	Medic Unit Response, 11 Minutes (before exception reports)

*65 consecutive months in compliance.



EL DORADO HILLS FIRE DEPARTMENT



*"Your Safety,
Our Commitment"*

Monthly Response Time Statistics

<u>Jan- 2013</u>	<u>6 min</u>	<u>7 min</u>	<u>8 min</u>	<u>Average</u>	<u>July-2013</u>	<u>6 min</u>	<u>7 min</u>	<u>8 min</u>	<u>Average</u>
Station 84	88%	92%	92%	05:36	Station 84	70%	81%	89%	06:03
Station 85	72%	88%	94%	05:46	Station 85	85%	100%	100%	05:05
Station 86	78%	89%	100%	06:11	Station 86	55%	73%	82%	06:36
Station 87	65%	94%	100%	05:35	Station 87	80%	100%	100%	04:36
<u>Feb-2013</u>					<u>Aug-2013</u>				
Station 84	100%	100%	100%	04:08	Station 84	74%	96%	96%	05:19
Station 85	95%	95%	100%	05:10	Station 85	97%	100%	100%	04:31
Station 86	75%	91%	100%	06:40	Station 86	50%	50%	70%	07:10
Station 87	76%	91%	91%	05:18	Station 87	76%	84%	88%	05:28
<u>Mar-2013</u>					<u>Sept-2013</u>				
Station 84	68%	77%	87%	06:05	Station 84	81%	75%	93%	05:54
Station 85	87%	93%	93%	04:50	Station 85	84%	100%	92%	06:04
Station 86	78%	100%	100%	06:05	Station 86	88%	72%	72%	06:52
Station 87	71%	88%	100%	05:38	Station 87	65%	100%	95%	04:55
<u>April-2013</u>					<u>Oct -2013</u>				
Station 84	73%	80%	87%	05:56	Station 84	85%	92%	92%	05:30
Station 85	92%	92%	96%	05:01	Station 85	71%	71%	83%	06:12
Station 86	93%	93%	100%	05:18	Station 86	75%	94%	100%	04:37
Station 87	86%	90%	93%	05:45	Station 87	85%	100%	100%	05:26
<u>May-2013</u>					<u>Nov-2013</u>				
Station 84	69%	81%	100%	06:32	Station 84	96%	96%	100%	04:11
Station 85	67%	76%	81%	06:40	Station 85	76%	87%	84%	06:10
Station 86	80%	93%	100%	06:22	Station 86	67%	100%	67%	06:36
Station 87	83%	88%	92%	05:37	Station 87	80%	80%	95%	05:59
<u>June-2013</u>					<u>Dec-2013</u>				
Station 84	95%	100%	100%		Station 84	84%	92%	88%	05:54
Station 85	75%	88%	100%		Station 85	80%	75%	75%	05:30
Station 86	50%	100%	100%		Station 86	66%	83%	88%	06:25
Station 87	92%	96%	100%		Station 87	80%	84%	84%	05:38

Note: The target of a 6 minute response time to 90% of code 3 emergency calls (a lights and sirens, 911 emergency) was adopted by past administrations and Board of Directors based on NFPA 1710 guidelines. The NFPA 1710 sets these guidelines based on statistics that both fires and critical medical emergencies have the best outcome if contact is made within this time frame. Fire stations were strategically located throughout the District with this target in mind. It is important to note that there are several factors that can affect the 6 minute response target such as having to put on safety gear, responding to calls during the night or not being in quarters at the time of the call.



EL DORADO HILLS FIRE DEPARTMENT



*"Your Safety,
Our Commitment"*

Latrobe Response by Month

<u>January-2013</u>	Total-2 1-Medical Aid 1-Vehicle Fire	<u>July-2013</u>	Total-1 1-Medical Aid
<u>February- 2013</u>	Total-3 3-Medical Aid	<u>August-2013</u>	Total-5 2-Medical Aid 3 Vehicle Accident
<u>March- 2013</u>	Total-2 1-Medical Aid 1-Vehicle Accident	<u>September-2013</u>	Total-1 1-Medical Aid
<u>April- 2013</u>	Total-3 2-Medical Aid 1-Vehicle Accident	<u>October-2013</u>	Total-1 1-Vehicle Fire
<u>June- 2013</u>	Total-6 3-Medical Aid 1-Vehicle Accident 1-Grass Fire	<u>December- 2013</u>	Total – 4 2 Medical Aid 2 Vehicle Accident

- Contract with Latrobe Fire Department to provide service to all code 3 emergency calls 24/7 started March, 2012

Approve updated Health Reimbursement Arrangement (HRA) Plan

Summary:

The District has agreements regarding Dental and Vision Reimbursements in the Memorandum of Understanding and other documents with represented employees, non-represented employees and retirees. These agreements have historically been documented in various written formats. With the new Affordable Care Act, it has been recommended by labor counsel, Stacey Sheston at Best, Best and Krieger, to formalize a Health Reimbursement Arrangement (HRA) Plan governed under the Internal Revenue Code. There have been no changes to the District's benefit or program. The HRA is more general in nature and would allow for changes in the benefit without having to revise the actual agreement. More specific points of the Dental and Vision benefits are contained in the Employee Handbook and the Memorandum of Understanding.

Fiscal Impact:

There is no fiscal impact to this agreement. Any benefit spoken to in this HRA is currently a benefit of the Employees and Retirees of the Department.

Staff Recommendation:

Staff recommends that the Board adopt both of the Health Reimbursement Arrangement Plans for Employee and Retiree as written.

**EL DORADO HILLS COUNTY WATER DISTRICT
DENTAL AND VISION EXPENSE REIMBURSEMENT PLAN**

The Employer hereby establishes the EL DORADO HILLS COUNTY WATER DISTRICT DENTAL AND VISION EXPENSE REIMBURSEMENT PLAN as of January 1, 2014, on the following terms and conditions.

ARTICLE I
TITLE AND PURPOSE

The Plan is intended as an uninsured health reimbursement arrangement to provide reimbursement for the cost of certain non-essential health benefits, including dental and vision expenses that exceed the deductible or co-payment limits of any insurance policies covering such costs or which are otherwise not covered by insurance. The Employer intends that the Plan qualify as an accident and health plan within the meaning of Section 106 of the Internal Revenue Code (the "Code") so that the Employer's contributions on behalf of participating Employees will be excludable from gross income for federal income tax purposes and Section 105 of the Code so that the benefits provided under the Plan are eligible for exclusion from the Participant's income.

The Plan is also intended to qualify as an "integrated" HRA" to comply with the annual dollar limit prohibition and the preventive services requirements applicable to group health plans under the Patient Protection and Affordable Care Act of 2010 ("PPACA").

ARTICLE II
DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context.

2.1 Benefit Credits. "Benefit Credits" means the amount of Employer Allowance allocated to a Participant's reimbursement account under this Plan pursuant to Section 5.1.

2.2 Benefits. "Benefits" means any amounts paid to a Participant in the Plan as reimbursement for Eligible Expenses.

2.3 Code. "Code" means the Internal Revenue Code of 1986, and the same as may be amended from time to time.

2.4 Dependent. "Dependent" means an individual who is the Spouse or legal dependent of a Participant as defined in Section 152 of the Code, determined without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B), and any child of the Participant (as defined in Code Section 152(f)(1)) who as of the end of the Plan Year has not attained age 23 years.

2.5 Effective Date. "Effective Date" shall mean January 1, 2014, the date this Plan first became effective.

2.6 Eligible Expenses. “Eligible Expenses” means those dental and vision expenses incurred by the Participant, or the Participant’s Dependents, and which are covered by Section 213(d) of the Code, as it may be amended from time to time. Eligible Expenses shall include amounts paid for premiums for dental and vision insurance coverage and other expenses specifically related to dental or optical expenses not otherwise covered by insurance, including but not limited to, dental and optical exams, copayments and deductibles for dental and vision services, costs for prescription eyewear and contact lenses. For purposes of this Plan, an expense is “incurred” when the Participant or Dependent is furnished the services giving rise to the claimed expense.

2.7 Employee. “Employee” means an Employee of the Employer and, to the extent necessary, a former Employee who is entitled to benefits under the Plan.

2.8 Employer. “Employer” means the El Dorado HILLS COUNTY WATER DISTRICT, and any other organization which adopts this Plan with the consent of Employer, and any successor of such Employer electing to continue this Plan.

2.9 Employer Allowance. “Employer Allowance” means the amount of the monthly contribution made by the Employer on behalf of each Participant under the Plan in accordance with Section 5.1.

2.10 Participant. “Participant” means any Employee who has satisfied the conditions for eligibility to participate in the Plan set forth in Section 3.1.

2.11 Plan. “Plan” means the EL DORADO HILLS COUNTY WATER DISTRICT DENTAL AND VISION EXPENSE REIMBURSEMENT PLAN, described herein.

2.12 Plan Administrator. “Plan Administrator” or “Administrator” means the Employer. The Human Resources Department shall be responsible for the administration of the Plan, including the delegation of various Plan responsibilities and duties; however, the Employer reserves the right to appoint any person or entity, including an employee of the Employer, to administer the Plan on its behalf.

2.13 Plan Year. “Plan Year” means each twelve-month period commencing each January 1 and ending on December 31.

2.14 Spouse. “Spouse” means the person to whom the Participant is legally married but shall not include an individually legally separated from a Participant under a decree of legal separation. Pursuant to the Supreme Court’s decision in U.S. v. Windsor, the term “Spouse” shall include both opposite sex and same sex Spouses.

2.15 Uniformed Service. “Uniformed Service” means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. Each Employee of the Employer who satisfies the following requirements shall be eligible to participate in the Plan:

a. The Employee is enrolled in a group health plan which provides “minimum essential coverage” (as defined in Code Section 5000A).

b. If the Employee is not enrolled in a group health plan sponsored by the Employer, Employee shall certify in writing to the Employer that he is actually enrolled in a group health plan that satisfies the requirements of paragraph (a) above.

3.2 Commencement of Participation. Upon satisfaction of the eligibility requirements of Section 3.1, an Employee shall automatically become a Participant in the Plan. By becoming a Participant, each individual shall for all purposes be deemed as having consented to the provisions of this Plan and to all amendments thereto.

3.3 Cessation of Participation. A Participant will cease to participate upon termination of employment or cessation of participation under the Employer’s group health plan. The coverage of a Participant may be terminated if such Employee is absent for more than thirty-one (31) days for a period of duty in Uniformed Service. Nothing in this Section 3.2 shall prohibit the payment of Benefits with respect to claims arising subsequent to the Participant’s termination of participation. However, reimbursement for Eligible Expenses incurred during a period of participation may be made after such participation ceases subject to the timing requirements specified in Section 7.2 for submitting a reimbursement request.

3.4 Waiver of Participation. Prior to the beginning of each Plan Year and upon termination of employment, an Employee shall have the option to irrevocably waive his or her right to participation in the Plan and to receive future reimbursements by submitting a written election to that effect to the Plan Administrator.

3.5 Recommencement of Participation. A former active Participant will recommence participation as of his or her date of reemployment.

3.6 Uniformed Service Under USERRA & The Veterans Benefits Improvements Act of 2004. A Participant whose coverage under the Plan is terminated on account of his or her being in Uniformed Service, and is later reinstated, shall not be subject to a new waiting period or eligibility requirement, provided that such requirements would not have been imposed if coverage had not been terminated as a result of the Uniformed Service and Employee returns to active employment within ninety (90) days of completing a period of duty.

ARTICLE IV
AVAILABLE BENEFITS

4.1 Provision of Benefits. Benefits under this Plan shall take the form of reimbursement by the Employer for Eligible Expenses incurred by a Participant while that individual is a Participant in the Plan subject to the provisions of this Plan. Reimbursement shall not be made for any amount that does not qualify as an Eligible Expense, and no Participant or

former Participant shall receive any reimbursement which exceeds the amount actually incurred for the expense.

4.2 Claims for Benefits. No benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator on a form specified by the Plan Administrator.

4.3 Source of Benefit Payments. The sole source for payment of benefits under this Plan shall be the unfunded accounts established for each Participant pursuant to Article V. The Plan Administrator shall pay to each Participant the benefits which he is entitled to receive under this Plan, and his or her reimbursement account under the Plan shall be debited accordingly. A Participant shall not be entitled to receive reimbursement for any Eligible Expenses or any portion thereof which exceeds the Participant's Benefit Credits.

4.4 Nondiscriminatory Benefits. The Plan is intended not to discriminate in favor of "highly compensated individuals" (as defined under Section 105(h) of the Code) as to eligibility to participate, contributions and benefits, and to comply in this respect with the requirements of the Code. If, in the judgment of the Plan Administrator, the operation of the Plan in any Plan Year would result in such discrimination, then the Plan Administrator shall select and exclude from coverage under the Plan such highly compensated individuals who are Participants, and/or reduce contributions under the Plan made on behalf of highly compensated individuals who are Participants, to the extent necessary to assure that, in the judgment of the Plan Administrator, the Plan does not discriminate.

ARTICLE V EMPLOYER CONTRIBUTIONS AND FUNDING

5.1 Funding. The Benefits provided herein shall be paid by the Employer; provided, however, that the Employer's payments under the Plan shall be limited to amounts contributed by the Employer in the form of a monthly Employer Allowance. The amount of the Employer Allowance to be credited on behalf of each Participant shall be made in accordance with any existing memorandum of understanding adopted by the Board of Directors of the Employer and an employee bargaining unit. The Employer shall inform each Participant of the amount of the monthly Employer Allowance prior to the beginning of each Plan Year.

5.2 Participant Accounts. No money shall actually be allocated to any account(s) on behalf of Participants but shall be credited to a separate ledger account in the Participant's name. Such amounts or Benefit Credits credited to a Participant's account for any Plan Year shall be used only toward the payment of or reimbursement for Participant's Eligible Expenses, and only if the Participant applies for reimbursement.

5.3 Amount of Reimbursement. A Participant shall be entitled to benefits under this Plan in an amount that does not exceed his or her available Benefit Credits. Each payment hereunder shall be a charge to the Participant's Benefit Credits. No Participants shall be permitted to maintain a negative account balance.

5.4 Carryover of Unused Benefits. In the event that, at the end of the Plan Year, a Participant's account contains Benefit Credits which are unused during a Plan Year, any such remaining amount shall be carried over to the subsequent Plan Year.

ARTICLE VI
ADMINISTRATION

6.1 Administrator. The Employer shall be the Plan Administrator of the Plan.

6.2 Fiduciary. The Employer shall be the fiduciary responsible for administration of the Plan. The Employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration which has been delegated by the Employer and any references to the Employer shall instead apply to the delegate. However, if the Employer assigns any of the Employer's responsibility to an employee of Employer, it will not be considered a delegation of Employer responsibility but rather how the Employer internally is assigning responsibility.

6.3 Rules of Administration. The Employer may adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. Records of administration of the Plan shall be kept, and Participants and their beneficiaries may examine records pertaining directly to themselves.

6.4 Services to the Plan. The Employer may contract for legal, actuarial, investment advisory, medical accounting, clerical, claims administration and other services to carry out the Plan. The costs of such services and other administrative expenses shall be paid by the Employer.

6.5 Funding Policy. The Employer may periodically, at its discretion, review and determine the funding policy of the Plan, with the advice of such experts as the Employer deems appropriate.

6.6 Nondiscriminatory Operation. All rules, decisions and designations by the Employer and each administrative committee under the Plan shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike.

6.7 Liability of Administrative Personnel. Neither the Employer, nor any of its employees, nor any provider of services under Section 6.4 herein, shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility, if one is owed, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6.8 Annual Statement. The Plan Administrator shall furnish each Participant with an annual statement of his or her available Benefit Credits within ninety (90) days after the end of each Plan Year.

6.9 Use of Electronic Medium for Participant Notices.

(a) Definition of Electronic Medium. "Electronic Medium" means an electronic method of communication between the Plan Administrator (or its designated representative) and Employee thereby allowing each party to send and receive notices, elections and claims through the same medium. The only form of electronic communication permitted by the Plan shall be via electronic mail on the Employer's network or intranet, through an interactive website, or to a private e-mail address supplied to the Employer by the Employee for communication purposes. The electronic medium must be designed so that the information provided is no less understandable to the receiving party than a written paper document. The electronic medium shall be designed to alert the Employee, at the time a notice is provided, to the significance of the information in the notice (including identification of the subject matter of the notice), and provide any instructions needed to access the notice, in a manner than is readily understandable. The electronic medium shall be designed to preclude any person, other than the appropriate individual, from making a Participant election or claim, or accessing individual participant account information.

(b) Disclosure and Consent Requirements.

(1) Disclosure Statement. Prior to electronically transmitting any consent or notice to the Employee, the Plan Administrator shall provide a statement which contains the following: (i) informs the Employee of the right to receive a paper document of the notice or other Plan-related material either prior to or after giving consent to electronic transmission; (ii) informs the Employee of the right to withdraw his or her consent at any time and the procedures for withdrawal, including any conditions or consequences arising from such withdrawal; (iii) describes the scope and duration of the consent as it related to various plan transactions; (iv) describes the procedures for updating Employee contact information; and (v) describes the hardware or software requirements needed to access and retain the notice.

(2) Consent. The Plan Administrator shall be exempt from the consent requirements of Section 101(c) of the Electronic Signatures in Global and National Commerce Act (E-SIGN) provided the Electronic Medium used to provide notices and Plan-related material is a medium that the Employee has the effective ability to access and the Employee is advised, each time a notice is transmitted, that he or she can request to receive the notice in paper form at no charge. The form of Electronic Medium utilized by this Plan shall be through an interactive website requiring the Employee to register an e-mail address for communication purposes.

(3) Changes in Hardware or Software Requirements. In the event of any changes in the hardware or software requirements needed to access the Electronic Medium, the Plan Administrator, or its designated representative, shall provide a statement to each Employee of the revised requirements and the right to withdraw consent to receive electronic delivery of Plan-related materials without consequence.

(c) Participant Claims. The Plan Administrator, or its designated representative, shall be permitted to electronically distribute participant claims by Electronic Medium. Each Employee who is provided with participation or claims

information via Electronic Medium will also be informed by the Plan Administrator that he or she may receive a paper copy of the relevant documents upon request. A participant election will not be treated as being made available to an individual if such individual cannot effectively access the Electronic Medium for purposes of making the claim or election. A claim completed by an Employee via Electronic Medium shall be deemed as being provided in written form so long as the following requirements are satisfied:

(1) The Employee has a reasonable opportunity to review, confirm, modify or rescind the terms of the claim before the claim is submitted; and

(2) The Employee receives, within a reasonable time, a confirmation of the claim either through written paper form or by electronic mail (e-mail).

(d) Timing and Content of Elections and Notices. The provisions of this Section 6.9 shall in no way affect or alter the timing or content requirements applicable to each individual notice or document.

ARTICLE VII PAYMENT OF BENEFITS

7.1 Claims for Benefits. No benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator, on a form specified by the Plan Administrator, pursuant to the following procedures:

(a) Claims Procedure. To receive benefits under the Plan, a Participant must submit a written claim for benefits to the Plan Administrator, within the time period specified in Section 7.2, containing the following information:

(1) the name of the person or persons on whose behalf Eligible Expenses have been incurred;

(2) the nature of the expenses so incurred;

(3) the date of the expenses so incurred;

(4) the amount of the requested reimbursement; and

(5) that such expenses have not otherwise been paid through insurance or reimbursed from any other source.

(b) Review by Administrator. The Plan Administrator will review the claim and advise the Participant of any Benefit to which he or she is entitled. Following approval of a claim, the Plan Administrator shall pay to Participant the Benefit Credits which he or she is entitled to receive under the Plan. If a Participant believes he or she has not been reimbursed in accordance with the Plan or has not been advised of his or her Benefits, he or she may submit a written request to the Plan Administrator to provide either an explanation of how Benefits are reimbursed or further information of his or her

Benefits. The Plan Administrator must respond to such a request within a reasonable time.

(c) Denial of Claim. The Plan Administrator will provide to every claimant, who is denied a claim for Benefits, a written notice stating in a format determined to be understood by the claimant:

- (1) the specific reason or reasons for the denial;
- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim; and
- (4) an explanation of the claim review procedure set forth in Paragraph (b) below.

(d) Request for Review. Within 60 days of receipt by a claimant of a notice denying a claim under Paragraph (a), the claimant or his or her duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator or by the Administrator which may be appointed by the Employer for that purpose. The Plan Administrator may extend the 60 day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his or her duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Plan Administrator or Administrator shall make a decision promptly, and not later than 60 days after the Plan Administrator's receipt of a request for review, unless special circumstances (such as the need to hold a hearing, if the Administrator deems one necessary) require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 120 days after receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within such period, the claim will be considered denied.

7.2 Time Limit. No expense shall be reimbursed for any Plan Year unless the Participant submits a claim for such reimbursement within 90 days after the end of the Plan Year in which the Eligible Expense was incurred or within 90 days following a Participant's date of termination of employment.

7.3 Source of Benefit Payments. The sole source for payment of Benefit Credits under this Plan shall be the unfunded accounts established for each Participant. The Plan Administrator shall pay to each Participant the Benefit Credits which he is entitled to receive under this Plan, and his or her reimbursement account under the Plan shall be debited accordingly. The aggregate reimbursements made as of any time shall not exceed the Participant's total Benefit Credits previously made during the Plan Year.

ARTICLE VIII
CONTINUATION OF COVERAGE

8.1 In General. During any Plan Year during which the Employer has 20 or more Employees, each person who is a Qualified Beneficiary shall have the right to elect to continue coverage under this Plan pursuant to the continuation coverage provisions of the Public Health Service Act, as set forth in 42 U.S.C. §300bb et seq., and any amendments thereto.

8.2 Definitions. For purposes of this Article VIII, the following words and phrases are intended to supplement, and in some instances replace, the defined terms listed generally in Article III and to the extent of any conflict between the terms set forth herein and those of Article III, the defined terms set forth herein shall control:

(a) “Dependent” means an individual who meets the definition of Dependent under this Plan.

(b) “Election period” means the sixty (60) day period following the Qualifying Event during which a Qualified Beneficiary may elect continuation coverage. This sixty (60) day period begins not later than the date of termination of coverage and ends not earlier than the sixty (60) days after the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.

(c) “Qualified Beneficiary” means an individual who, on the day before the Qualifying Event, is covered under this Plan as the covered Employee, the spouse of the covered Employee or dependent child of the covered Employee, and loses coverage under the Plan as a result of the Qualifying Event. Qualified Beneficiary shall also include a child who is born to (or placed for adoption with) a covered Employee during the coverage period. The term Qualified Beneficiary does not include an individual whose status as a covered Employee is attributable to a period in which such individual is a nonresident alien who received no earned income from the employer which constituted income from sources within the United States (within the meaning of Code Section 911(d)(2) and Section 861(a)(3)). The term Qualified Beneficiary also does not include a Covered Employee’s domestic partner regardless of whether such person was a covered dependent under the Plan prior to the Qualifying Event.

(d) “Qualifying Event” means with respect to a covered Employee, any of the following events which results in the loss of coverage of a Qualified Beneficiary: (1) the death of the covered Employee; (2) the termination (except by reason of such covered Employee’s gross misconduct) or reduction in hours of the covered Employee’s employment; (3) the divorce or legal separation of the covered Employee from such covered Employee’s spouse; (4) the covered Employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare); or (5) a dependent child who ceases to be a Dependent under the terms of this Plan.

8.3 Continuation Coverage. To the extent required by Section 8.1 above, a Qualified Beneficiary is entitled to elect continuation coverage pursuant to the timing requirements of this Article VIII. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required. Unless otherwise specified in the election, any election by a Qualified Beneficiary who is a covered Employee or spouse of the covered

Employee will be deemed to include an election for continuation coverage on behalf of any Qualified Beneficiaries who are Dependents of the Employee or spouse.

Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a Qualifying Event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all qualified beneficiaries under this Plan in connection with such group.

8.4 Limitations on Continuation Coverage; Length of Coverage.

(a) Unavailability Of Continuation Coverage. Continuation coverage under this Plan shall not be offered if the Participant's remaining Benefit Credits in his or her spending account is zero on the date of the Qualifying Event.

(b) Limited Continuation Coverage. If a Participant is showing a remaining balance of Benefit Credits in his or her spending account as of the date of the Qualifying Event, the Employer shall offer continuation coverage under the Plan for the remainder of the Plan Year for the year in which the Qualifying Event occurred.

8.5 Notification Requirements.

(a) Notification by Qualified Beneficiary. Within sixty (60) days, each Qualified Beneficiary must notify the Employer of the occurrence of either the divorce or legal separation of the Employee or the covered Employee's dependent child ceasing to be a dependent child under the terms of this Plan.

(b) Notification to Qualified Beneficiary.

(1) Upon commencement of participating in the Plan, the Administrator shall provide written notice to each covered Employee and his or her Spouse of the right to continuation coverage under the Plan.

(2) Within fourteen (14) days of receiving notice of the occurrence of a Qualifying Event, the Administrator shall notify any Qualified Beneficiary of the right to elect continuation coverage under the Plan. Notification to the spouse of a covered Employee shall be treated as notification to all other qualified beneficiaries residing with such spouse at the time notification is made.

8.6 Termination of Continuation Coverage. The continuation coverage provided hereunder shall be terminated prior to the last day of the Plan Year in which the Qualified Beneficiary experiences the Qualifying Event if the Qualified Beneficiary fails to make timely payment of the required contribution.

8.7 Contribution. The monthly cost or the premium for coverage hereunder shall be calculated as follows: "the amount of the annual Employer Allowance credited to the Employee's account for the current Plan Year divided by 12." A Qualified Beneficiary shall only be entitled to continuation coverage provided such Qualified Beneficiary pays the applicable premium required by the Employer in full and in advance. A Qualified Beneficiary

may elect to pay such premium in monthly installments. Notwithstanding, for an election made during the Election Period, this Plan will permit payment of the required premium for continuation coverage during the period preceding the election provided payment is made within forty-five (45) days of the date of the election.

ARTICLE IX MISCELLANEOUS

9.1 Amendment and Termination. The Employer may amend or terminate this Plan at any time by action of the Employer. The Employer may amend or modify this Plan retroactively to enable the Plan to provide non-taxable medical expense reimbursement benefits under Section 105 of the Code. No amendment shall deprive any Participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

9.2 Effect of Plan on Employment. The Plan shall not be deemed to constitute a contract of employment or reemployment between the Employer and any Participant or to be a consideration or an inducement for the employment or reemployment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him as a Participant of this Plan.

9.3 Alienation of Benefits. No benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

9.4 Payments to Beneficiary. Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid to his or her spouse, or, if there is no surviving spouse, to the Participant's estate.

9.5 Facility of Payment. If the Employer deems any person incapable of receiving benefits to which he or she is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Employer to disburse it, whose receipt shall be a complete acquittance therefor. Such payments shall, to the extent thereof, discharge all liability of the Employer.

9.6 Proof of Claim. As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Employer may require (either directly to the Employer or to any person delegated by it).

9.7 Status of Benefits. The Employer believes that this Plan is written in accordance with Section 105 of the Code and that it provides certain benefits to Employees which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

9.8 Applicable Law. The Plan shall be construed and enforced according to the laws of the State of California to the extent not pre-empted by any federal law.

9.9 Lost Distributees. Any benefit payable hereunder shall be deemed forfeited if the Employer is unable to locate the Participant to whom payment is due, provided, however, that such benefit shall be reinstated if a claim is made by the Participant for the forfeited benefit.

9.10 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

9.11 Heirs and Assigns. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.

9.12 Headings and Captions. The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

9.13 Gender and Form. Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

9.14 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.15 Source of Payments. The Employer shall be the sole source of Benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the Benefits which are payable under the Plan to such Employee or beneficiary.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed on

_____.

EMPLOYER:

EL DORADO HILLS COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

BEST BEST & KRIEGER LLP

By: _____
Attorneys for Employer

**EL DORADO HILLS COUNTY WATER DISTRICT
RETIREE DENTAL AND VISION EXPENSE REIMBURSEMENT PLAN**

The Employer hereby establishes the EL DORADO HILLS COUNTY WATER DISTRICT RETIREE DENTAL AND VISION EXPENSE REIMBURSEMENT PLAN as of January 1, 2014, on the following terms and conditions.

ARTICLE I
TITLE AND PURPOSE

The Plan is intended as an uninsured health reimbursement arrangement to provide reimbursement for the cost of dental and vision expenses that exceed the deductible or co-payment limits of any insurance policies covering such costs or which are otherwise not covered by insurance. The Employer intends that the Plan qualify as an accident and health plan within the meaning of Section 106 of the Internal Revenue Code (the "Code") so that the Employer's contributions on behalf of participating Retired Employees will be excludable from gross income for federal income tax purposes and Section 105 of the Code so that the benefits provided under the Plan are eligible for exclusion from the Participant's income.

ARTICLE II
DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context.

2.1 Benefit Credits. "Benefit Credits" means the amounts allocated to a Participant's reimbursement account under this Plan pursuant to Section 5.1.

2.2 Benefits. "Benefits" means any amounts paid to a Participant in the Plan as reimbursement for Eligible Expenses.

2.3 Code. "Code" means the Internal Revenue Code of 1986, and the same as may be amended from time to time.

2.4 Dependent. "Dependent" means an individual who is the Spouse or legal dependent of a Participant as defined in Section 152 of the Code, determined without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B), and any child of the Participant (as defined in Code Section 152(f)(1)) who as of the end of the Plan Year has not attained age 23 years.

2.5 Effective Date. "Effective Date" shall mean January 1, 2014, the date this Plan first became effective.

2.6 Eligible Expenses. "Eligible Expenses" means those dental and vision expenses incurred by the Participant or the Participant's Dependents, and which are covered by Section 213(d) of the Code, as it may be amended from time to time. Eligible Expenses shall include amounts paid for premiums for dental and vision insurance coverage and other expenses

specifically related to dental or optical expenses not otherwise covered by insurance, including but not limited to, dental and optical exams, copayments and deductibles for dental and vision services, costs for prescription eyewear and contact lenses. For purposes of this Plan, an expense is "incurred" when the Participant or Dependent is furnished the services giving rise to the claimed expense.

2.7 Employer. "Employer" means the EL DORADO HILLS COUNTY WATER DISTRICT, and any other organization which adopts this Plan with the consent of Employer, and any successor of such Employer electing to continue this Plan.

2.8 Employer Allowance. "Employer Allowance" means the amount of the monthly contribution made by the Employer on behalf of each Retired Employee under the Plan in accordance with Section 5.1.

2.9 Participant. "Participant" means a Retired Employee who has satisfied the conditions for eligibility to participate in the Plan, as set forth in Section 3.1, as of his or her Retirement Date.

2.10 Plan. "Plan" means the EL DORADO HILLS COUNTY WATER DISTRICT RETIREE DENTAL AND VISION EXPENSE REIMBURSEMENT PLAN, described herein.

2.11 Plan Administrator. "Plan Administrator" or "Administrator" means the Employer. The Human Resources Department shall be responsible for the administration of the Plan, including the delegation of various Plan responsibilities and duties; however, the Employer reserves the right to appoint any person or entity, including an employee of the Employer, to administer the Plan on its behalf.

2.12 Plan Year. "Plan Year" means each twelve-month period commencing each January 1 and ending on December 31.

2.13 Retired Employee. "Retired Employee" means an employee of the Employer who has retired from service with the Employer pursuant to the employee's application for retirement through the California Public Employees Retirement System.

2.14 Retirement Date. "Retirement Date" shall mean the effective date of employee's retirement from service with the Employer pursuant to the employee's application for retirement through the California Public Employees Retirement System.

2.15 Spouse. "Spouse" means the person to whom the Participant is legally married but shall not include an individual legally separated from a Participant under a decree of legal separation. Pursuant to the Supreme Court's decision in U.S. v. Windsor, the term "Spouse" shall include both opposite sex and same sex Spouses.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. Each Retired Employee that is eligible to receive post-retirement health benefits under the Employer's benefit policy and/or that has a balance remaining in his or her reimbursement account under the El Dorado Hills County Water District Dental and Vision Expense Reimbursement Plan as of his or her Retirement Date shall become automatically eligible to participate in the Plan.

3.2 Commencement of Participation. Each Retired Employee that meets the eligibility requirements set forth in Section 3.1 shall become a Participant in the Plan on the first day of the month immediately following his or her Retirement Date or an earlier date as determined by the Employer. By becoming a Participant, each individual shall for all purposes be deemed as having consented to the provisions of this Plan and to all amendments thereto.

ARTICLE IV
AVAILABLE BENEFITS

4.1 Provision of Benefits. Benefits under this Plan shall take the form of reimbursement by the Employer for Eligible Expenses incurred by a Participant while that individual is a Participant in the Plan subject to the provisions of this Plan. Reimbursement shall not be made for any amount that does not qualify as an Eligible Expense, and no Participant shall receive any reimbursement which exceeds the amount actually incurred for the expense.

4.2 Claims for Benefits. No benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator on a form specified by the Plan Administrator.

4.3 Source of Benefit Payments. The sole source for payment of benefits under this Plan shall be the unfunded accounts established for each Participant pursuant to Article V. The Plan Administrator shall pay to each Participant the benefits which he or she is entitled to receive under this Plan, and his or her reimbursement account under the Plan shall be debited accordingly. A Participant shall not be entitled to receive reimbursement for any Eligible Expenses or any portion thereof which exceeds the Participant's Benefit Credits.

4.4 Nondiscriminatory Benefits. The Plan is intended not to discriminate in favor of "highly compensated individuals" (as defined under Section 105(h) of the Code) as to eligibility to participate, contributions and benefits, and to comply in this respect with the requirements of the Code. If, in the judgment of the Plan Administrator, the operation of the Plan in any Plan Year would result in such discrimination, then the Plan Administrator shall select and exclude from coverage under the Plan such highly compensated individuals who are Participants, and/or reduce contributions under the Plan made on behalf of highly compensated individuals who are Participants, to the extent necessary to assure that, in the judgment of the Plan Administrator, the Plan does not discriminate.

ARTICLE V
EMPLOYER CONTRIBUTIONS AND FUNDING

5.1 Funding; Benefit Credits. The Benefits provided herein shall be paid by the Employer; provided, however, that the Employer's payments under the Plan shall be limited to amounts contributed by the Employer in the form of a monthly Employer Allowance (as provided in paragraph (a) below) or in the form of accrued benefits transferred from the El Dorado Hills County Water District Dental and Vision Expense Reimbursement Plan (as provided in paragraph (b) below).

(a) Monthly Employer Allowance. A Participant's reimbursement account shall be credited with a monthly Employer Allowance in an amount established pursuant to any existing memorandum of understanding adopted by the Board of Directors for the Employer and a bargaining unit.

(b) Transfer of Accrued Benefit. A Participant's reimbursement account shall be credited with the remaining balance of any funds credited to him or her in the El Dorado Hills County Water District Dental and Vision Expense Reimbursement Plan.

The amounts set forth in paragraphs (a) and (b) above shall be converted to Benefit Credits under the Plan.

5.2 Participant Accounts. No money shall actually be allocated to any account(s) on behalf of Participants but shall be credited to a separate ledger account in the Participant's name. Such amounts or Benefit Credits credited to a Participant's account for any Plan Year shall be used only toward the payment of or reimbursement for Participant's Eligible Expenses, and only if the Participant applies for reimbursement.

5.3 Amount of Reimbursement. A Participant shall be entitled to benefits under this Plan in an amount that does not exceed his or her available Benefit Credits. Each payment hereunder shall be a charge to the Participant's Benefit Credits. No Participants shall be permitted to maintain a negative account balance.

5.4 Carryover of Unused Benefits. In the event that, at the end of the Plan Year, a Participant's account contains Benefit Credits which are unused during a Plan Year, any such remaining amount shall be carried over to the subsequent Plan Year.

ARTICLE VI
ADMINISTRATION

6.1 Administrator. The Employer shall be the Plan Administrator of the Plan.

6.2 Fiduciary. The Employer shall be the fiduciary responsible for administration of the Plan. The Employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration which has been delegated by the Employer and any

references to the Employer shall instead apply to the delegate. However, if the Employer assigns any of the Employer's responsibility to an employee of Employer, it will not be considered a delegation of Employer responsibility but rather how the Employer internally is assigning responsibility.

6.3 Rules of Administration. The Employer may adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. Records of administration of the Plan shall be kept, and Participants and their beneficiaries may examine records pertaining directly to themselves.

6.4 Services to the Plan. The Employer may contract for legal, actuarial, investment advisory, medical accounting, clerical, claims administration and other services to carry out the Plan. The costs of such services and other administrative expenses shall be paid by the Employer.

6.5 Funding Policy. The Employer may periodically, at its discretion, review and determine the funding policy of the Plan, with the advice of such experts as the Employer deems appropriate.

6.6 Nondiscriminatory Operation. All rules, decisions and designations by the Employer and each administrative committee under the Plan shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike.

6.7 Liability of Administrative Personnel. Neither the Employer, nor any of its employees, nor any provider of services under Section 6.4 herein, shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility, if one is owed, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6.8 Annual Statement. The Plan Administrator shall furnish each Participant with an annual statement of his or her available Benefit Credits within ninety (90) days after the end of each Plan Year.

6.9 Use of Electronic Medium for Participant Notices.

(a) Definition of Electronic Medium. "Electronic Medium" means an electronic method of communication between the Plan Administrator (or its designated representative) and Retired Employee thereby allowing each party to send and receive notices, elections and claims through the same medium. The only form of electronic communication permitted by the Plan shall be via electronic mail on the Employer's network or intranet, through an interactive website, or to a private e-mail address supplied to the Employer by the Retired Employee for communication purposes. The electronic medium must be designed so that the information provided is no less

understandable to the receiving party than a written paper document. The electronic medium shall be designed to alert the Retired Employee, at the time a notice is provided, to the significance of the information in the notice (including identification of the subject matter of the notice), and provide any instructions needed to access the notice, in a manner than is readily understandable. The electronic medium shall be designed to preclude any person, other than the appropriate individual, from making a Participant election or claim, or accessing individual participant account information.

(b) Disclosure and Consent Requirements:

(1) Disclosure Statement. Prior to electronically transmitting any consent or notice to the Retired Employee, the Plan Administrator shall provide a statement which contains the following: (i) informs the Retired Employee of the right to receive a paper document of the notice or other Plan-related material either prior to or after giving consent to electronic transmission; (ii) informs the Retired Employee of the right to withdraw his or her consent at any time and the procedures for withdrawal, including any conditions or consequences arising from such withdrawal; (iii) describes the scope and duration of the consent as it related to various plan transactions; (iv) describes the procedures for updating Retired Employee contact information; and (v) describes the hardware or software requirements needed to access and retain the notice.

(2) Consent. The Plan Administrator shall be exempt from the consent requirements of Section 101(c) of the Electronic Signatures in Global and National Commerce Act (E-SIGN) provided the Electronic Medium used to provide notices and Plan-related material is a medium that the Retired Employee has the effective ability to access and the Retired Employee is advised, each time a notice is transmitted, that he or she can request to receive the notice in paper form at no charge. The form of Electronic Medium utilized by this Plan shall be through an interactive website requiring the Retired Employee to register an e-mail address for communication purposes.

(3) Changes in Hardware or Software Requirements. In the event of any changes in the hardware or software requirements needed to access the Electronic Medium, the Plan Administrator, or its designated representative, shall provide a statement to each Retired Employee of the revised requirements and the right to withdraw consent to receive electronic delivery of Plan-related materials without consequence.

(c) Participant Claims. The Plan Administrator, or its designated representative, shall be permitted to electronically distribute participant claims by Electronic Medium. Each Retired Employee who is provided with participation or claims information via Electronic Medium will also be informed by the Plan Administrator that he or she may receive a paper copy of the relevant documents upon request. A participant election will not be treated as being made available to an individual if such individual cannot effectively access the Electronic Medium for purposes of making the claim or election. A claim completed by an Retired Employee via Electronic Medium

shall be deemed as being provided in written form so long as the following requirements are satisfied:

(1) The Retired Employee has a reasonable opportunity to review, confirm, modify or rescind the terms of the claim before the claim is submitted; and

(2) The Retired Employee receives, within a reasonable time, a confirmation of the claim either through written paper form or by electronic mail (e-mail).

(d) Timing and Content of Elections and Notices. The provisions of this Section 6.9 shall in no way affect or alter the timing or content requirements applicable to each individual notice or document.

ARTICLE VII PAYMENT OF BENEFITS

7.1 Claims for Benefits. No benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator, on a form specified by the Plan Administrator, pursuant to the following procedures:

(a) Claims Procedure. To receive benefits under the Plan, a Participant must submit a written claim for benefits to the Plan Administrator, within the time period specified in Section 7.2, containing the following information:

(1) the name of the person or persons on whose behalf Eligible Expenses have been incurred;

(2) the nature of the expenses so incurred;

(3) the date of the expenses so incurred;

(4) the amount of the requested reimbursement; and

(5) that such expenses have not otherwise been paid through insurance or reimbursed from any other source.

(b) Review by Administrator. The Plan Administrator will review the claim and advise the Participant of any Benefit to which he or she is entitled. Following approval of a claim, the Plan Administrator shall pay to Participant the Benefit Credits which he or she is entitled to receive under the Plan. If a Participant believes he or she has not been reimbursed in accordance with the Plan or has not been advised of his or her Benefits, he or she may submit a written request to the Plan Administrator to provide either an explanation of how Benefits are reimbursed or further information of his or her Benefits. The Plan Administrator must respond to such a request within a reasonable time.

(c) Denial of Claim. The Plan Administrator will provide to every claimant, who is denied a claim for Benefits, a written notice stating in a format determined to be understood by the claimant:

- (1) the specific reason or reasons for the denial;
- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim; and
- (4) an explanation of the claim review procedure set forth in Paragraph (d) below.

(d) Request for Review. Within 60 days of receipt by a claimant of a notice denying a claim under Paragraph (a), the claimant or his or her duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator or by the Administrator which may be appointed by the Employer for that purpose. The Plan Administrator may extend the 60 day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his or her duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Plan Administrator or Administrator shall make a decision promptly, and not later than 60 days after the Plan Administrator's receipt of a request for review, unless special circumstances (such as the need to hold a hearing, if the Administrator deems one necessary) require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 120 days after receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within such period, the claim will be considered denied.

7.2 Time Limit. No expense shall be reimbursed for any Plan Year unless the Participant submits a claim for such reimbursement within 90 days after the end of such the Plan Year in which the Eligible Expense was incurred.

7.3 Source of Benefit Payments. The sole source for payment of Benefit Credits under this Plan shall be the unfunded accounts established for each Participant. The Plan Administrator shall pay to each Participant the Benefit Credits which he or she is entitled to receive under this Plan, and his or her reimbursement account under the Plan shall be debited accordingly. The aggregate reimbursements made as of any time shall not exceed the Participant's total Benefit Credits previously made during the Plan Year.

ARTICLE VIII
MISCELLANEOUS

8.1 Amendment and Termination. The Employer may amend or terminate this Plan at any time by action of the Employer. The Employer may also amend or modify this Plan retroactively to enable the Plan to provide non-taxable medical expense reimbursement benefits under Section 105 of the Code. No amendment shall deprive any Participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Retired Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

8.2 Effect of Plan on Employment. The Plan shall not be deemed to constitute a contract of employment or reemployment between the Employer and any Participant or to be a consideration or an inducement for the employment or reemployment of any Participant or Retired Employee. Nothing contained in this Plan shall be deemed to give any Participant or Retired Employee the right to be retained in the service of the Employer.

8.3 Alienation of Benefits. No benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

8.4 Payments to Beneficiary. Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid to his or her Spouse, or, if there is no surviving Spouse, to the Participant's estate.

8.5 Facility of Payment. If the Employer deems any person incapable of receiving benefits to which he or she is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Employer to disburse it, whose receipt shall be a complete acquittance therefor. Such payments shall, to the extent thereof, discharge all liability of the Employer.

8.6 Proof of Claim. As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Employer may require (either directly to the Employer or to any person delegated by it).

8.7 Status of Benefits. The Employer believes that this Plan is written in accordance with Section 105 of the Code and that it provides certain benefits to Retired Employees which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

8.8 Applicable Law. The Plan shall be construed and enforced according to the laws of the State of California to the extent not pre-empted by any federal law.

8.9 Lost Distributees. Any benefit payable hereunder shall be deemed forfeited if the Employer is unable to locate the Participant to whom payment is due, provided,

however, that such benefit shall be reinstated if a claim is made by the Participant for the forfeited benefit.

8.10 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

8.11 Heirs and Assigns. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.

8.12 Headings and Captions. The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

8.13 Gender and Form. Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

8.14 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

8.15 Source of Payments. The Employer shall be the sole source of Benefits under the Plan. No Retired Employee or beneficiary shall have any right to, or interest in, any assets of the Employer except as provided from time to time under the Plan, and then only to the extent of the Benefits which are payable under the Plan to such Retired Employee or beneficiary.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed on

_____.

EMPLOYER:

EL DORADO HILLS COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

BEST BEST & KRIEGER LLP

By: _____
Attorneys for Employer

Donation of Polaris Wave Runners with Trailer to the Swift Water Rescue Team

Summary:

Two Polaris Wave Runners (manufactured in 1996 and 1997) with a trailer have been offered as a donation to the El Dorado Hills Fire Department Swift Water Rescue Team (SWRT) from Mike and Judy Hewett of Rescue, CA. The Hewett's were aware of the newly formed team and wanted to help by donating the Wave Runners for use in training and emergency response.

Fiscal Impact:

The Wave Runners are very lightly used and have been professionally maintained. Although manufactured in the late 1990's, they are considered to have very low hours. New tires were put on the trailer in July of 2013. The cost and registration of both vessels and the trailer are estimated to be less than \$75. The maintenance will be performed by EDH Fire personnel and is expected to cost less than \$200 per year. If any major repairs were to become necessary, a cost vs. benefit analysis would be performed to determine the course of action.

Recommendation:

Staff recommends the approval of the acceptance of the donation of two Polaris Wave Runners with a trailer to the Swift Water Rescue Team.

Resolution No. 2014-01
El Dorado Hills County Water District

Resolution of Appreciation
To
Director Lou Barber

WHEREAS, **DIRECTOR LOU BARBER** has provided three years of loyal, dedicated, and outstanding service to the community of El Dorado Hills, having served on the El Dorado Hills County Water District's Board of Directors from December 2010 to December 2013; and

WHEREAS, Director Barber brought to the Board his vast knowledge and experience in Public Service as a Board Member and Administrator displaying integrity, open communication, and strong moral courage while providing a balance and consistency to the Board's membership; and

WHEREAS, Director Barber gave unselfishly of his time and interest during the years that he served the District as a Director, particularly with regard to the planning of a newly constructed Fire Station to better serve the El Dorado Hills Community; his work in helping to bring together the annexation process of neighboring fire districts for enhanced emergency services; and his vast knowledge, wisdom and excellent leadership abilities; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT, that this Board, on behalf of the District and all its inhabitants, expresses warm thanks, appreciation, and gratitude to **DIRECTOR LOU BARBER** for his work and service as a Director, and further extends to him best wishes for future success in all his endeavors.

PASSED AND ADOPTED THIS 16th DAY OF JANUARY 2014.

Greg F. Durante, President

ATTEST:

Connie L. Bair, Board Secretary

Resolution No. 2014-02
El Dorado Hills County Water District

Resolution of Appreciation
To
Deputy Chief Jim O’Camb

WHEREAS, **DEPUTY CHIEF JIM O’CAMB** has provided loyal, dedicated, and outstanding service to the community of El Dorado Hills and the El Dorado Hills Fire Department during his 17 years of service from July 9, 1996 through December 23, 2013; and

WHEREAS, Deputy Chief O’Camb brought his vast knowledge and experience in both Firefighting and Emergency Medical Service Operations; became known for his strong work ethic, integrity, commitment to brotherhood, his fellow man and global humanitarian efforts; demonstrated his in-depth knowledge of the construction industry during his role as Fire Marshal as well as leading the planning process for building a new Station 84; approached challenging situations with a positive attitude; focused on building positive relationships and partnerships within the Department and Community; fostered open lines of communication and goodwill between administration, firefighters, and the Board of Directors; and

WHEREAS, Deputy Chief O’Camb has given unselfishly of his time and interest during the years that he served the District, particularly with regard to providing leadership and excellence in all areas of responsibility; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT, that this Board does, on behalf of the District and all its inhabitants, express warm thanks and gratitude to DEPUTY CHIEF JIM O’CAMB for his dedication and commitment as a Deputy Chief and does further extend to him best wishes in his retirement from the El Dorado Hills Fire Department and for continued success in all future endeavors.

PASSED AND ADOPTED THIS 16th DAY OF JANUARY 2014.

Greg F. Durante, President

ATTEST:

Connie L. Bair, Board Secretary

Resolution No. 2014-03
El Dorado Hills County Water District

Resolution of Appreciation
To
Firefighter Paramedic James Davidson

WHEREAS, **FIREFIGHTER PARAMEDIC JAMES DAVIDSON** has provided loyal, dedicated, and outstanding service to the community of El Dorado Hills and the El Dorado Hills Fire Department during his 12 years of service from January 8, 2001 through November 19, 2013; and

WHEREAS, Firefighter Paramedic Davidson brought his vast knowledge and experience in both Firefighting and Emergency Medical Service Operations; became known for his passion for the firefighting career; building positive relationships within the Department and Community; fostering of brotherhood; willingness to offer a hand; compassion for those in need; and positive approach to challenging situations; and

WHEREAS, Firefighter Paramedic Davidson has given unselfishly of his time and interest during the years that he served the District, particularly with regard to providing leadership and excellence in all areas of responsibility; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT, that this Board does, on behalf of the District and all its inhabitants, express warm thanks and gratitude to **FIREFIGHTER PARAMEDIC JAMES DAVIDSON** for his dedication and commitment as a Firefighter Paramedic and does further extend to him best wishes in his retirement from the El Dorado Hills Fire Department and for continued success in all future endeavors.

PASSED AND ADOPTED THIS 16th DAY OF JANUARY 2014.

Greg F. Durante, President

ATTEST:

Connie L. Bair, Board Secretary



Livermore-Pleasanton Firefighters Foundation

"Always Seeking Opportunities to Serve"

4847 Hopyard Road, Suite 4 PMB 303 • Pleasanton, California 94588-2713
(925) 454-2304 • www.IAFF1974.com

Note of Appreciation

December 15, 2013

El Dorado Hills Fire
1050 Wilson Boulevard
El Dorado Hills, CA 95762

cc: Honor Guard Commander Beckett
Chief Dave Roberts
Board Packet

Dear Matthew Beckett,

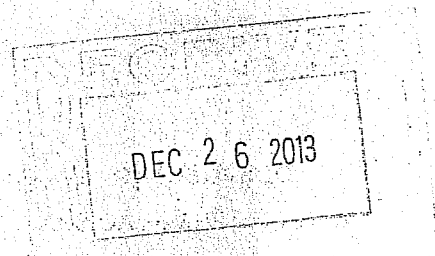
On behalf of every member of the Livermore-Pleasanton Fire Department, we thank you for your kindness, and support during our funeral services honoring Captain Paul Chenkovich. Paul was a respected fire professional, and a very special person.

The outpouring of support shown by our local businesses, schools and the general public, was overwhelming, to say the least. You can never fully understand what it meant to the members of our department and to Captain Chenkovich's family to see people lining the streets in his honor. The family was overwhelmed by the support shown and wanted us to relay a sincere gratitude of thanks for the support the community gave that day.

The emotions of that autumn day will never be forgotten by Captain Chenkovich's family or the brotherhood of the Livermore-Pleasanton Fire Department. We want say thank you for the part you played in making this day memorable. Please extend our appreciation to your entire Honor Guard.

Again, we thank you.

Matt Thau
Director
Livermore-Pleasanton Firefighters Foundation



The Livermore-Pleasanton Firefighter Foundation is a 501(c)3 non-profit with a tax ID number of: 26-1572487. This letter may serve as receipt of your gift. No goods or services were provided.



**cc: Board Packet
NOTE OF APPRECIATION**

From: Janet Kenneweg [<mailto:jkenneweg@edhcsd.org>]
Sent: Monday, December 09, 2013 5:02 PM
To: David Roberts
Subject: MERRY CHRISTMAS CHIEF!

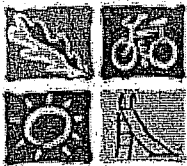
Please extend our thank you's to your wonderful crew who do so much for us!

THE CHRISTMAS TREE IS BEAUTIFUL!!!

And

We so appreciate all the help with our annual Christmas Luncheon.

Your Department is TRULY an asset to our community



El Dorado Hills
COMMUNITY SERVICES DISTRICT

Janet Kenneweg
El Dorado Hills Senior Center
990 Lassen Lane
El Dorado Hills, CA 95762
www.edhcsd.org
916 358-3575



Find us on Facebook

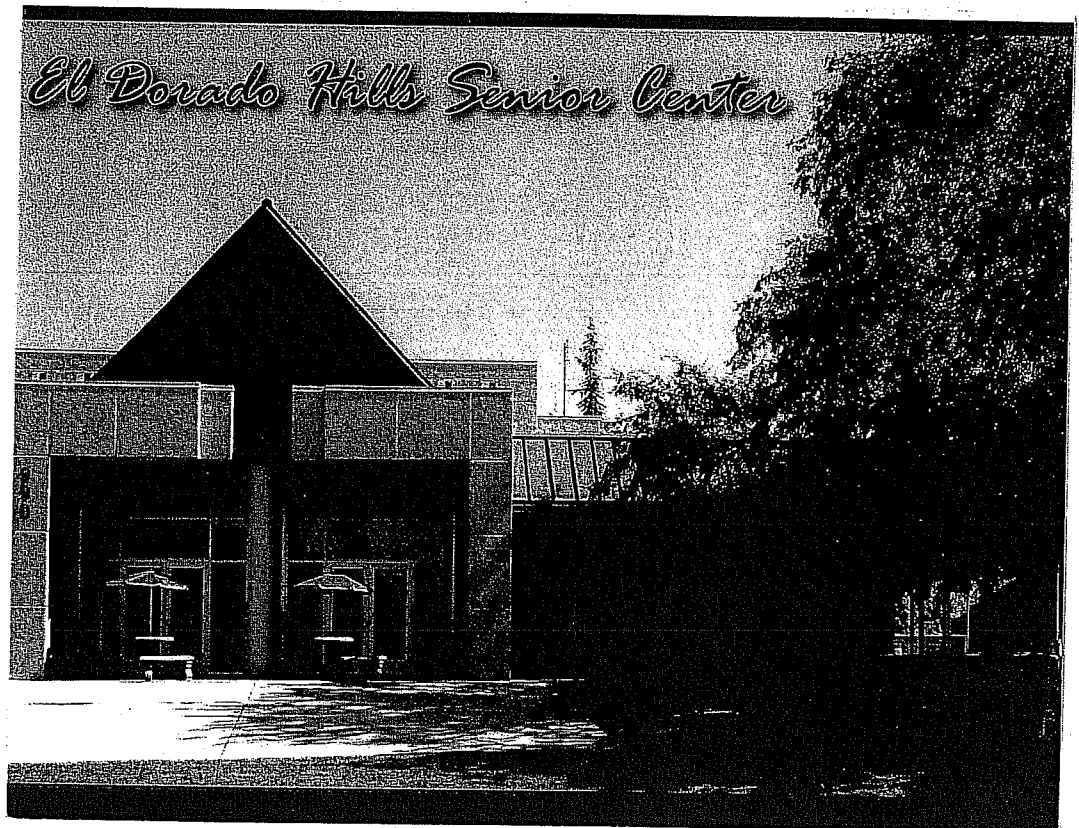
September is National Senior Center month. Let's Celebrate our Seniors!

Any opinions are my own and do not represent those of the El Dorado Hills Community Services District.

Dear Chief Roberts,
you guys rock! First, thanks
for decorating our tree outside the
Senior Center a few weeks ago.

Awesome showing and serving
for our Senior Christmas party on
Dec. 6. Seriously, we couldn't do it
without you and your firefighters

Happy New Year
Yvonne Hupfmi



Sandy Sanders

From: Lantz Burvant
Sent: Monday, December 16, 2013 5:00 PM
To: All Personnel; Volunteers
Subject: Big Brother Big Sister Thanks You For Your Support

Hi All,

I wanted to pass on the email I received from Brenda Frachiseur thanking us for our participation in this year's Big Brother Big Sister Shopping Spree at Target.

Lantz

There is nothing like the joy of a child!

A BIG thanks for making the Snowball Shopping Event this past Saturday a BIG success! Everyone had a part in making this holiday season special for 150 children - whether you were a generous sponsor, a member of the planning committee, or one of the *hundreds* of volunteers who worked the early morning hours to help with registration, make breakfast, play festive music, shuttle shoppers to & from the store, guide as a shopper, serve as a store monitor, or help at the check-out line. We truly could not have done it without all of you and we are so grateful that you shared your time with Big Brothers Big Sisters of El Dorado County.

The children who were chosen for this year's event have very few "extras" in their lives. Every child came away with clothing they needed and thanks to you, they had a fun experience that they will remember. They may even pay it forward someday - this is how we "Start Something" and change the world - one person at a time.

Again, thanks so much for sharing your time and being part of the success. Happy holidays to you all!

Brenda Frachiseur
Executive Director

Big Brothers Big Sisters
of El Dorado County
2914 Cold Springs Rd.
Placerville, CA 95667
Brenda@bbbs-edc.org
530.626.1222

One life can make the difference, Be that **one** today.