

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
SEVEN HUNDRED FOURTY NINETH MEETING
Thursday, October 20, 2016
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 748th Board meeting held September 15, 2016
 - B. Approve Financial Statements for September 2016

End Consent Calendar
- III. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. EDH Volunteer Firefighters
 - D. Latrobe Advisory Committee
 - E. 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
 - A. **Closed Session** Pursuant to Government Code Section 54956.9(D)(1); Conference with legal counsel regarding pending litigation; One Matter; Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633
- VI. Committee Reports
 - A. Administrative Committee (Directors Durante and Hidahl)
 1. Update on Station 91
 2. **Closed Session** Pursuant to Government Code Section 54957.6, conference with labor negotiations; items under negotiation: Memorandum of Understanding with the El Dorado Hills Professional Firefighters pertaining to wages and benefits; District negotiators are Directors Hidahl and Durante
 3. Review and Approve the Side letter of Agreement to the Memorandum of Understanding between the El Dorado Hills Professional Firefighters Association and the El Dorado Hills County Water District
 - a. Amending Section I - Sick Leave
 - B. Fire Committee (Directors Hus and Winn)
 - C. Ad Hoc Committee Reports
 1. Strategic Planning Committee (Directors Hartley and Hidahl)
 2. Solar Committee (Directors Hus and Hidahl)
 3. Communications Committee (Directors Durante and Winn)
 4. Volunteer Stakeholders Committee (Directors Hidahl and Durante)
 - a. Review and Approve Volunteer Stipend Policy modification

5. Training Facility Committee (Directors Hartley and Durante)
6. CSD/Fire Collaboration Committee (Directors Hidaahl and Durante)
7. Armament Committee (Directors Durante and Hartley)

VII. Operations Report

- A. Operations Report (Receive and file)
- B. Review and update regarding Joint Powers Authority
- C. Review and approve purchase of 10 ZOLL X Series cardiac monitors

VIII. Fiscal Items

- A. Review and approve the Investment Policy

IX. New Business

- A. Review and approve the Catastrophic Leave Policy
- B. Review and approve updated Conference Room Usage Policy
- C. Reschedule December Board meeting

X. Old Business

XI. Oral Communications

- A. Directors
 1. Director Hus' concerns regarding potentially inappropriate use of Department property
- B. Staff

XII. Adjournment

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

This Board meeting is normally recorded.

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending September 30, 2016



	TENTATIVE FINAL Full Year Budget FY16/17	Actual September 2016	Actual YTD September 30, 2016	Variance YTD Actual to Full Year Budget	(Target 25%) YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	15,164,380	8,040	10,131	(15,154,249)		} Timing of property tax revenue collection
3270 · Unsecured Tax Revenue	287,393	240,954	242,234	(45,159)		
3280 · Homeowners Tax Revenue	144,962	-	-	(144,962)		
3320 · Supplemental Tax Revenue	234,671	9,940	21,934	(212,737)		
3330 · Sacramento County Revenue	27,456	-	-	(27,456)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,840	60	60	(36,780)		
3335.3 · Latrobe Base Transfer	256,651	-	-	(256,651)		
3340 · Property Tax Administration Fee	(364,250)	-	-	364,250		
Total 3240 · Tax Revenue	15,788,103	258,994	274,359	(15,513,743)	2%	
3505 · Misc. Revenue, Vacant Lot	-	(10,383)	(18,723)	(18,723)	0%	Weed abatement costs to be offset with revenue collection in future months
3506 · Misc. Revenue, Fire Prev. Fees	70,000	2,610	6,177	(63,823)	9%	Timing of collection will vary
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	918,537	371,170	371,170	(547,366)	40%	Annual PERS Lump Sum and OPEB cost share billed to JPA in Q1
3513 · Rental Income (Cell site)	36,000	2,100	6,300	(29,700)	18%	2nd Cell Site budgeted later in fiscal year
3515 · OES/Mutual Aid Reimbursement	414,000	68,466	68,466	(345,534)	17%	Will vary with timing and severity of fire season
3520 · Interest Earned	70,000	87	579	(69,421)	1%	Timing - LAIF interest for Q1 will be paid in October.
3510 · Misc. Operating Revenue - Other	20,000	2,740	5,882	(14,118)	29%	
Total 3510 · Misc. Operating Revenue	1,458,537	444,564	452,398	(1,006,139)	31%	
Total Operating Revenue	\$ 17,316,639	\$ 706,169	\$ 732,933	\$ (16,583,706)	4%	
3550 · Development Fee						
3560 · Development Fee Revenue	1,600,000	300,130	734,587	(865,413)	46%	
3561 · Development Fee Interest	-	1,769	5,131	5,131	100%	
Total 3550 · Development Fee	1,600,000	301,899	739,718	(860,282)	46%	
3570 · Proceeds from Sale of Assets	60,000	-	60,130	130	100%	Sale of water tender in July
Total Revenue	\$ 18,976,639	\$ 997,684	\$ 1,514,058	\$ (17,462,581)	8%	

El Dorado Hills Fire Department
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Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	5,912,782	646,647	1,512,304	4,400,478	26%	
6011 · Education/Longevity Pay	495,050	51,270	118,442	376,608	24%	
6016 · Salaries & Wages, Admin/Prev	615,556	63,917	139,659	475,897	23%	
6017 · Volunteer Pay	100,000	1,510	29,466	70,534	29%	Semi-annual lump sum payment made in July
6018 · Director Pay	18,000	2,000	3,700	14,300	21%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,685,706	313,118	724,853	960,853	43%	Several employees out on extended sick leave/workers' comp
6019.2 · Overtime, Outside Aid	412,000	57,284	57,284	354,716	14%	Will vary with timing and severity of fire season
6019.3 · Overtime, JPA	103,397	29,360	55,796	47,601	54%	Several employees out on extended sick leave, strike team OT not yet reclassified
Total 6019 · Overtime	2,201,102	399,762	837,933	1,363,169	38%	Annual Lump Sum Payment of \$580k made in July
6020 · P.E.R.S. Retirement	2,306,236	201,475	1,059,157	1,247,079	46%	
6030 · Workers Compensation	798,529	60,844	182,531	615,998	23%	
6031 · Life Insurance	6,224	973	1,946	4,279	31%	
6032 · P.E.R.S. Health Benefits	1,449,069	114,048	474,852	974,216	33%	Prepayment of Oct premium in Sept
6033 · Disability Insurance	16,170	2,793	5,562	10,609	34%	Prepayment of Oct premium in Sept
6034 · Health Cost of Retirees	866,964	46,478	485,917	381,047	56%	Annual Lump Sum Payment of \$300k made in July
6040 · Dental/Vision Expense	174,840	10,160	38,107	136,733	22%	
6050 · Unemployment Insurance	14,490	4	423	14,067	3%	
6060 · Vacation & Sick Expense Reserve	150,000	-	-	150,000	0%	No expense to date; liability sufficient
6070 · Medicare	139,261	16,387	37,288	101,973	27%	
Total 6000 · Salaries & Wages	15,264,273	1,618,267	4,927,285	10,336,988	32%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	64,850	8,250	33,150	31,700	51%	Semi-Annual Uniform Allowance paid in July
6102 · Other Clothing & Personal Supplies	54,845	3,222	5,126	49,719	9%	
Total 6100 · Clothing & Personal Supplies	119,695	11,472	38,276	81,419	32%	

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6110 · Network/Communications						
6111 · Telecommunications	67,352	3,627	7,161	60,191	11%	
6112 · Dispatch Services	120,000	29,969	29,969	90,031	25%	
6113 · Network/Connectivity	34,850	3,273	7,828	27,023	22%	
Total 6110 · Communications	222,202	36,869	44,958	177,244	20%	
6120 · Housekeeping	30,214	3,498	5,977	24,237	20%	
6130 · Insurance						
6131 · General Insurance	55,659	-	-	55,659	0%	Annual General insurance not yet billed
Total 6130 · Insurance	55,659	-	-	55,659	0%	
6140 · Maintenance of Equipment						
6141 · Tires	25,000	4,264	5,839	19,161	23%	
6142 · Parts & Supplies	21,000	2,229	4,443	16,557	21%	
6143 · Outside Work	116,053	20,118	24,593	91,459	21%	
6144 · Equipment Maintenance	90,420	3,895	11,831	78,589	13%	
6145 · Radio Maintenance	20,430	1,434	3,243	17,187	16%	
Total 6140 · Maintenance of Equipment	272,903	31,939	49,949	222,953	18%	
6150 · Maintenance, Structures & Ground	107,566	17,440	35,212	72,354	33%	Timing of budgeted purchases
6160 · Medical Supplies						
6161 · Medical Supplies	5,500	-	-	5,500	0%	
Total 6160 · Medical Supplies	5,500	-	-	5,500	0%	
6170 · Dues and Subscriptions	11,339	1,059	2,853	8,486	25%	
6180 · Miscellaneous						
6181 · Miscellaneous	4,000	450	997	3,003	25%	
6182 · Honor Guard	1,000	-	-	1,000	0%	
6183 · Explorer Program	2,500	-	18	2,482	1%	
6184 · Pipes and Drums	-	-	-	-	0%	
Total 6180 · Miscellaneous	7,500	450	1,015	6,485	14%	
6190 · Office Supplies	24,599	2,580	9,683	14,916	39%	Budgeted Sit-Stand converters purchased in August

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6200 · Professional Services						
6201 · Audit	10,500	-	-	10,500	0%	
6202 · Legal/Human Resources	138,210	19,345	28,627	109,583	21%	
6203 · Notices	3,000	85	319	2,682	11%	
6204 · Other Professional Services	214,094	3,798	54,991	159,104	26%	
6205 · Elections/Tax Administration	20,000	-	-	20,000	0%	
6206 · Public Relations	4,900	-	100	4,800	2%	
Total 6200 · Professional Services	390,704	23,228	84,036	306,668	22%	
6210 · Information Technology						
6211 · Software Licenses/Subscriptions	68,744	-	8,343	60,401	12%	
6212 · IT Support/Implementation	107,374	7,653	18,765	88,609	17%	
Total 6210 · Information Technology	176,118	7,653	27,108	149,010	15%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	17,998	1,030	1,979	16,018	11%	
6222 · Solar Lease	65,388	3,015	3,015	62,373	5%	Budgeted solar start date at beginning of fiscal year but not all stations in service. Offsetting cost in Electricity.
Total 6220 · Rents and Leases	83,386	4,045	4,994	78,391	6%	
6230 · Small Tools and Supplies	49,850	13,913	17,212	32,638	35%	
6240 · Special Expenses						
6241 · Training	118,327	12,000	27,809	90,518	24%	
6242 · Fire Prevention	18,310	7,740	9,213	9,097	50%	Fire prevention month in October
6243 · Licenses	-	-	-	-	0%	
6244 · Directors' Training & Travel	-	-	-	-	0%	
Total 6240 · Special Expenses	136,637	19,740	37,022	99,615	27%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	70,000	6,368	12,633	57,367	18%	
6252 · Travel	19,000	99	1,592	17,408	8%	
6253 · Meals & Refreshments	21,000	2,257	4,129	16,871	20%	
Total 6250 · Transportation and Travel	110,000	8,724	18,354	91,646	17%	

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6260 · Utilities						
6261 · Electricity	10,200	4,332	12,731	(2,531)	125%	Budgeted solar start date at beginning of fiscal year but not all stations in service. Offsetting savings in Solar Lease. Credits received from PG&E
6262 · Natural Gas/Propane	17,000	825	667	16,333	4%	
6263 · Water/Sewer	14,000	-	2,522	11,478	18%	
Total 6260 · Utilities	41,200	5,157	15,920	25,280	39%	
Total Operating Expenditures	\$ 17,109,345	\$ 1,806,036	\$ 5,319,855	\$ 11,789,490	31%	
Operating Revenue - Operating Expenditures	\$ 207,294	\$ (1,099,867)	\$ (4,586,922)	\$ 4,794,216		
6560 · Payroll Exps- PERS Prepayment	-	-	-	-	0%	Timing of budgeted purchases
6720 · Fixed Assets	2,725,405	187,787	216,974	2,508,431	8%	
Total Expenditures	\$ 19,834,750	\$ 1,993,823	\$ 5,536,830	\$ 14,297,920	28%	
Total Revenue - Total Expense	\$ (858,111)	\$ (996,139)	\$ (4,022,771)	\$ (3,164,660)		

El Dorado Hills Fire Department

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Register: 1000 · Bank of America
 From 09/01/2016 through 09/30/2016
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/01/2016	EFT	ADP (FSA)	-split-		238.08	X		1,281,275.14
09/01/2016	EFT	Bank of America	6190 · Office Supplies	Authorized Re...	72.56	X		1,281,202.58
09/01/2016	EFT	P. G. & E.	-split-		59.44	X		1,281,143.14
09/01/2016	PR16-9-1		-split-	Total Payroll T...	106,265.32	X		1,174,877.82
09/01/2016	PR16-9-1		1000 · Bank of Americ...	Direct Deposit	278,601.84	X		896,275.98
09/01/2016	PR16-9-1		1000 · Bank of Americ...	Payroll Checks		X		896,275.98
09/06/2016		Transfer from LAIF	1074 · Local Agency I...	Confirm #1513...		X	150,000.00	1,046,275.98
09/06/2016	EFT	Nationwide Retireme...	-split-		19,755.95	X		1,026,520.03
09/06/2016	EFT	ADP (FSA)	-split-		18.00	X		1,026,502.03
09/06/2016	19701	10-75 Emergency Li...	6720 · Fixed Assets		3,602.25	X		1,022,899.78
09/06/2016	19702	Absolute Secured Sh...	-split-	Invoice # 35169	59.50	X		1,022,840.28
09/06/2016	19703	Apparatus Equipmen...	6720 · Fixed Assets		101,971.00	X		920,869.28
09/06/2016	19704	Young Auto Group	6720 · Fixed Assets		47,000.00	X		873,869.28
09/06/2016	19705	Appliance Company	6150 · Maintenance,Str...	Invoice # 32672	290.33	X		873,578.95
09/06/2016	19706	Alhambra	6120 · Housekeeping	Invoice # 1455...	71.05	X		873,507.90
09/06/2016	19707	Aramark	6100 · Clothing & Pers...	Invoice # 6347...	74.66	X		873,433.24
09/06/2016	19708	Arnolds for Awards	6100 · Clothing & Pers...	Invoice # 74867	160.71	X		873,272.53
09/06/2016	19709	Ashby Communicati...	6110 · Network/Comm...	Invoice # 10913	565.75	X		872,706.78
09/06/2016	19710	AT&T (CALNET 2)	-split-		76.58	X		872,630.20
09/06/2016	19711	Betz Landscaping, Inc	3505 · Misc. Revenue, ...	Invoice # 8011	10,750.00	X		861,880.20
09/06/2016	19712	Bugman Pest Control	-split-		90.00	X		861,790.20
09/06/2016	19713	Burkett's	6190 · Office Supplies		84.86	X		861,705.34
09/06/2016	19714	CA Assoc. of Profess...	6000 · Wages & Benef...		1,396.50	X		860,308.84
09/06/2016	19715	California Family Fit...	6200 · Professional Ser...	Invoice # 3082...	149.98	X		860,158.86
09/06/2016	19716	Comcast	6200 · Professional Ser...	Account # 815...	150.97	X		860,007.89
09/06/2016	19717	Comtech Communic...	6140 · Maintenance of ...	Invoice # 138936	1,176.13	X		858,831.76
09/06/2016	19718	D Martel Plumbing	6150 · Maintenance,Str...	Invoice # 9434...	1,000.00	X		857,831.76
09/06/2016	19719	Deal Heating & Air, ...	-split-	Invoice# 10721	112.50	X		857,719.26
09/06/2016	19720	Doug Veerkamp	-split-	Invoice # 3236...	976.59	X		856,742.67
09/06/2016	19721	East Bay Tire Co.	-split-		4,264.49	X		852,478.18
09/06/2016	19722	El Dorado Disposal S...	-split-	Garbage	724.10	X		851,754.08
09/06/2016	19723	Ferrell Gas	6260 · Utilities:6262 · ...	Invoice # 1092...	451.09	X		851,302.99
09/06/2016	19724	Fire Safety Education	6240 · Special Expense...	Invoice # 251224	2,710.00			848,592.99
09/06/2016	19725	Fit Guard	-split-		240.00	X		848,352.99
09/06/2016	19726	InterState Oil Compa...	-split-		2,582.32	X		845,770.67
09/06/2016	19727	James Davidson	6000 · Wages & Benef...		166.00	X		845,604.67
09/06/2016	19728	Jamesville Office Fur...	6720 · Fixed Assets	Invoice # 1002...	777.95	X		844,826.72
09/06/2016	19729	Jeno Inzerillo	6000 · Wages & Benef...		223.00	X		844,603.72
09/06/2016	19730	Kovatch Mobile Equi...	6140 · Maintenance of ...	Invoice # pa 12...	35.92	X		844,567.80
09/06/2016	19731	L.N. Curtis & Sons	6140 · Maintenance of ...	Invoice # INV4...	1,244.85	X		843,322.95

El Dorado Hills Fire Department

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 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/06/2016	19732	Managed Health Net...	6200 · Professional Ser...	Invoice # 3200...	651.24	X		842,671.71
09/06/2016	19733	Blue Ribbon Personn...	6200 · Professional Ser...	Invoice # 39015	1,169.00	X		841,502.71
09/06/2016	19734	Modular Space Corp...	-split-	Invoice # 5017...	514.93	X		840,987.78
09/06/2016	19735	Mountain Democrat	6200 · Professional Ser...	Invoice # 2492	35.00	X		840,952.78
09/06/2016	19736	Nathan Tarry	6000 · Wages & Benef...		205.00	X		840,747.78
09/06/2016	19737	National Garage Doo...	6150 · Maintenance,Str...	Invoice # 31379	2,920.00	X		837,827.78
09/06/2016	19738	P. G. & E.	-split-		2,127.28	X		835,700.50
09/06/2016	19739	Project Leadership A...	-split-	Invoice # 139419	15,154.56	X		820,545.94
09/06/2016	19740	Riebes Auto Parts	-split-		129.26	X		820,416.68
09/06/2016	19741	SignChef Inc.	6720 · Fixed Assets	Invoice # 234...	771.38	X		819,645.30
09/06/2016	19742	Signal Service	6150 · Maintenance,Str...	Invoice # 252147	114.00	X		819,531.30
09/06/2016	19743	Standard Insurance Co.	6000 · Wages & Benef...	Policy # 00 359...	486.40	X		819,044.90
09/06/2016	19744	State Compensation ...	6000 · Wages & Benef...	Policy # 11048...	60,843.58	X		758,201.32
09/06/2016	19745	Sutphen Corporation	6140 · Maintenance of ...	Invoice # 4001...	1,068.56	X		757,132.76
09/06/2016	19746	Todd Thalhamer	-split-		210.00	X		756,922.76
09/06/2016	19747	Upholstry Plus	6140 · Maintenance of ...	Invoice # 421155	1,061.21	X		755,861.55
09/06/2016	19748	West Coast Frame/C...	-split-	Invoice # 4635...	1,781.43	X		754,080.12
09/06/2016	19749	Worthington Direct	6720 · Fixed Assets	Invoice # 6296...	4,264.08	X		749,816.04
09/06/2016	19750	Wells Fargo Bank	2026 · EDH Associate...	Payroll Deducti...	4,800.12	X		745,015.92
09/06/2016	19751	Greg F. Durante (Di...	-split-		600.00	X		744,415.92
09/06/2016	19752	Charles J. Hartley	-split-		300.00	X		744,115.92
09/06/2016	19753	John Hidahl	-split-		600.00	X		743,515.92
09/06/2016	19754	Douglas A. Hus	-split-		400.00	X		743,115.92
09/06/2016	19755	Barbara Winn	6000 · Wages & Benef...		100.00			743,015.92
09/06/2016	19756	Connie Bair	-split-		150.00	X		742,865.92
09/06/2016	19757	Brian Bresnahan	-split-		150.00	X		742,715.92
09/06/2016	19758	Carol Caughey	-split-		150.00	X		742,565.92
09/06/2016	19759	David Kennedy	-split-		100.00			742,465.92
09/06/2016	19760	John Niehues	-split-		150.00	X		742,315.92
09/06/2016	19761	Dwight Piper	-split-		150.00	X		742,165.92
09/06/2016	19762	Frederick Russell	-split-		150.00	X		742,015.92
09/06/2016	19763	Angelica Silveira	-split-		150.00	X		741,865.92
09/07/2016		Deposit	-split-	Deposit		X	5,740.52	747,606.44
09/07/2016	EFT	ADP (FSA)	-split-		1,823.63	X		745,782.81
09/08/2016	EFT	P.E.R.S. Retirement	-split-		76,888.44	X		668,894.37
09/08/2016	EFT	P.E.R.S. ING	-split-		3,276.58	X		665,617.79
09/09/2016	EFT	ADP	6200 · Professional Ser...		330.63	X		665,287.16
09/09/2016	FSA YE ...	TFT Task Force Tips	6140 · Maintenance of ...	Reverse of GJE...		X	97.43	665,384.59
09/10/2016	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Confirm # 161...	42,670.72	X		622,713.87
09/12/2016	19764	James Lee	2029 · Other Payable	Pay Period End...	5,212.92	X		617,500.95

El Dorado Hills Fire Department

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Register: 1000 · Bank of America
 From 09/01/2016 through 09/30/2016
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/15/2016			6200 · Professional Ser...	Service Charge	211.96	X		617,288.99
09/15/2016	EFT	Nationwide Retireme...	-split-		20,005.95	X		597,283.04
09/15/2016	EFT	P.E.R.S. Retirement	-split-		80,069.18	X		517,213.86
09/15/2016	EFT	P.E.R.S. ING	-split-		3,076.93	X		514,136.93
09/15/2016	EFT	ADP (FSA)	-split-		324.43	X		513,812.50
09/15/2016	19765	A-CHECK	6200 · Professional Ser...	Inv# 59-0486702	27.50	X		513,785.00
09/15/2016	19766	Aflac	2029 · Other Payable	Inv# 684837	209.44	X		513,575.56
09/15/2016	19767	Aramark	6100 · Clothing & Pers...	Inv# 634795761	74.66	X		513,500.90
09/15/2016	19768	AT&T (CALNET 2)	-split-		221.69	X		513,279.21
09/15/2016	19769	Bugman Pest Control	6200 · Professional Ser...	Ref # AUG0206	100.00	X		513,179.21
09/15/2016	19770	Burkett's	-split-		110.15	X		513,069.06
09/15/2016	19771	California Family Fit...	6200 · Professional Ser...	Inv # 7092016	74.99	X		512,994.07
09/15/2016	19772	Caltronics Business ...	6190 · Office Supplies	Inv # 2090869	166.65	X		512,827.42
09/15/2016	19773	Costco	6120 · Housekeeping	Acct # 7003-73...	1,900.29	X		510,927.13
09/15/2016	19774	Comcast Business	-split-	Inv # 45798873	1,828.60	X		509,098.53
09/15/2016	19775	EDC Air Quality Ma...	6140 · Maintenance of ...	Inv # IN0096907	647.89	X		508,450.64
09/15/2016	19776	Core Logic	6170 · Dues and Subsc...	Inv # 81725200	137.50	X		508,313.14
09/15/2016	19777	Doug Veerkamp	-split-		719.54	X		507,593.60
09/15/2016	19778	Extreme Towing	6240 · Special Expense...	Service Dates 7...	4,080.00	X		503,513.60
09/15/2016	19779	Fit Guard	-split-		240.00	X		503,273.60
09/15/2016	19780	G & O Body Shop Inc.	6140 · Maintenance of ...	Inv # 036885	250.00	X		503,023.60
09/15/2016	19781	Gilly's Super Signs	6190 · Office Supplies	Inv # 701893	48.38			502,975.22
09/15/2016	19782	InterState Oil Compa...	-split-		925.74	X		502,049.48
09/15/2016	19783	Jiffy Lube	6140 · Maintenance of ...	Inv # 896930 P...	96.89			501,952.59
09/15/2016	19784	Lehr Auto Electric, Inc	6140 · Maintenance of ...	Inv # 01 128149	262.05	X		501,690.54
09/15/2016	19785	L.N. Curtis & Sons	-split-		13,136.30	X		488,554.24
09/15/2016	19786	Machovec	6720 · Fixed Assets	Inv # 36637	5,222.40	X		483,331.84
09/15/2016	19787	Mike Roppolo	6000 · Wages & Benef...	8/15/16	70.00	X		483,261.84
09/15/2016	19788	Mountain Democrat	6200 · Professional Ser...	Inv # 2542	50.00	X		483,211.84
09/15/2016	19789	Northrop Grumman ...	6110 · Network/Comm...	Inv # 0002	29,969.00	X		453,242.84
09/15/2016	19790	P. G. & E.	-split-		2,510.41	X		450,732.43
09/15/2016	19791	PowerGen Inc.	-split-		3,833.48	X		446,898.95
09/15/2016	19792	Rico's Window Cove...	6150 · Maintenance,Str...	Inv # 21403	4,999.94	X		441,899.01
09/15/2016	19793	Rotary	-split-		150.00	X		441,749.01
09/15/2016	19794	Suds Car Wash, Inc.	6200 · Professional Ser...	Aug-16	116.04	X		441,632.97
09/15/2016	19795	UPS Store	6190 · Office Supplies	INV #0000002...	10.41	X		441,622.56
09/15/2016	19796	Verizon Wireless	-split-		2,723.91	X		438,898.65
09/15/2016	19797	West Coast Frame/C...	6140 · Maintenance of ...	Inv # 46555	1,277.63	X		437,621.02
09/15/2016	19798	Woodbridge Rural F...	6240 · Special Expense...	Rescue System...	395.00	X		437,226.02
09/15/2016	19799	Johannes Neu	-split-		820.00			436,406.02

El Dorado Hills Fire Department

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09/15/2016	19800	Wells Fargo Bank	2026 · EDH Associate...	PR16-9-2	4,707.81	X		431,698.21
09/15/2016	PR16-9-2		-split-	Total Payroll T...	88,373.07	X		343,325.14
09/15/2016	PR16-9-2		1000 · Bank of Americ...	Direct Deposit	250,241.79	X		93,083.35
09/15/2016	PR16-9-2		1000 · Bank of Americ...	Payroll Checks		X		93,083.35
09/16/2016	EFT	ADP (FSA)	-split-		90.96	X		92,992.39
09/21/2016	EFT	ADP (FSA)	-split-		51.57	X		92,940.82
09/23/2016	EFT	ADP	6200 · Professional Ser...		330.63	X		92,610.19
09/23/2016	EFT	ADP (FSA Service C...	2029 · Other Payable		95.33	X		92,514.86
09/26/2016		Transfer from LAIF	1074 · Local Agency I...	Confirm #1514...		X	700,000.00	792,514.86
09/26/2016	EFT	ADP (FSA)	-split-		19.04	X		792,495.82
09/27/2016	19801	Advantage Gear, Inc.	-split-		522.57			791,973.25
09/27/2016	19802	Air Exchange	-split-		1,036.38			790,936.87
09/27/2016	19803	Alhambra	6120 · Housekeeping	Invoice # 1455...	18.06			790,918.81
09/27/2016	19804	Allstar Fire Equipme...	-split-		505.26			790,413.55
09/27/2016	19805	All Star Printing	6190 · Office Supplies	Invoice# 71390	185.98			790,227.57
09/27/2016	19806	Aramark	6100 · Clothing & Pers...	Inv# 634824768	74.66			790,152.91
09/27/2016	19807	Best Best & Krieger	6200 · Professional Ser...	Invoice # 779036	936.00			789,216.91
09/27/2016	19808	Burkett's	-split-		165.75			789,051.16
09/27/2016	19809	CA Assoc. of Profess...	6000 · Wages & Benef...		1,396.50			787,654.66
09/27/2016	19810	California Diesel & ...	6140 · Maintenance of ...		1,425.00			786,229.66
09/27/2016	19811	Caltronics Business ...	6190 · Office Supplies	Inv # 2082182	266.60			785,963.06
09/27/2016	19812	Comcast	6200 · Professional Ser...	Account # 815...	150.97			785,812.09
09/27/2016	19813	Cummins Pacific Sac...	6140 · Maintenance of ...	Invoice # 023-...	486.94			785,325.15
09/27/2016	19814	Deal Heating & Air, ...	6150 · Maintenance,Str...	Invoice# 10833	765.00			784,560.15
09/27/2016	19815	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	231.13			784,329.02
09/27/2016	19816	DOI/BLM	6240 · Special Expense...	Bill Number: 2...	37.05			784,291.97
09/27/2016	19817	D & J Equipment Ser...	6240 · Special Expense...	Invoice # 196-1	2,300.00			781,991.97
09/27/2016	19818	El Dorado Hills Cha...	6170 · Dues and Subsc...	Invoice # 12931	225.00			781,766.97
09/27/2016	19819	Extreme Towing	6140 · Maintenance of ...	Invoice # 58031	195.00			781,571.97
09/27/2016	19820	FlexManage	-split-		6,002.50			775,569.47
09/27/2016	19821	Folsom Diesel Work...	-split-		15,241.96			760,327.51
09/27/2016	19822	Hefner, Stark & Mar...	-split-		17,240.13			743,087.38
09/27/2016	19823	InterState Oil Compa...	-split-		2,322.54			740,764.84
09/27/2016	19824	Interwest Consulting ...	6200 · Professional Ser...	Invoice # 29188	145.00			740,619.84
09/27/2016	19825	Johannes Neu	6000 · Wages & Benef...		205.00			740,414.84
09/27/2016	19826	Lehr Auto Electric, Inc	6140 · Maintenance of ...	Inv # 01 128497	85.89			740,328.95
09/27/2016	19827	Lighthouse Uniform	-split-	Invoice # 8219...	8,250.00			732,078.95
09/27/2016	19828	L.N. Curtis & Sons	-split-		664.36			731,414.59
09/27/2016	19829	Managed Health Net...	6200 · Professional Ser...	Invoice # 3200...	651.24			730,763.35
09/27/2016	19830	Modular Space Corp...	-split-	Invoice # 5017...	514.93			730,248.42

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09/27/2016	19831	Motorola Solutions Inc	-split-	Invoice # 1312...	6,414.92			723,833.50
09/27/2016	19832	National Garage Doo...	6150 · Maintenance,Str...	Invoice # 31564	630.90			723,202.60
09/27/2016	19833	Oracle America, Inc.	6200 · Professional Ser...	Invoice # 4347...	1,000.00			722,202.60
09/27/2016	19834	P. G. & E.	-split-		9.20			722,193.40
09/27/2016	19835	Preferred Alliance, Inc.	-split-	Invoice # 0123...	42.00			722,151.40
09/27/2016	19836	Project Leadership A...	6210 · Information Tec...	Invoice # 139334	1,650.00			720,501.40
09/27/2016	19837	Roman Domashuk	-split-		205.00			720,296.40
09/27/2016	19838	Standard Insurance Co.	6000 · Wages & Benef...	Policy # 00 359...	486.40			719,810.00
09/27/2016	19839	TFT Task Force Tips	-split-		386.13			719,423.87
09/28/2016		Deposit	-split-	Deposit		X	2,268.34	721,692.21
09/28/2016	EFT	Technology Credit C...	-split-		3,055.00	X		718,637.21
09/28/2016	EFT	P.E.R.S. Health	-split-		160,525.75	X		558,111.46
09/28/2016	EFT	P.E.R.S. Retirement	-split-		76,352.99	X		481,758.47
09/28/2016	EFT	P.E.R.S. ING	-split-		3,076.93	X		478,681.54
09/29/2016	EFT	Nationwide Retireme...	-split-		19,705.95	X		458,975.59
09/29/2016	PR16-9-3		-split-	Total Payroll T...	85,365.48	X		373,610.11
09/29/2016	PR16-9-3		1000 · Bank of Americ...	Direct Deposit	250,464.66	X		123,145.45
09/29/2016	PR16-9-3		1000 · Bank of Americ...	Payroll Checks		X		123,145.45

EL DORADO HILLS COUNTY WATER DISTRICT

SEVEN HUNDRED FOURTY EIGHTH MEETING OF THE BOARD OF DIRECTORS

Thursday, September 15, 2016

6:00 p.m.

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Hidahl called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Directors in attendance: Durante, Hartley, Hidahl, Hus, and Winn. Staff in attendance: Chief Roberts and Director of Finance Braddock. Counsel Cook was also in attendance.

II. CONSENT CALENDAR

- A. Approve Minutes of the 747th Board meeting held August 18, 2016
- B. Approve Financial Statements for August 2016
- C. Ratify retainage payment to SW Allen Construction Inc. for Station 84 in the amount of \$37,110

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

III. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters – None
- B. EDH Firefighters Association – None
- C. EDH Volunteer Firefighters – None
- D. Latrobe Advisory Committee – None
- E. Public Comment – None

IV. CORRESPONDENCE – None

V. ATTORNEY ITEMS – None

- A. Closed Session Pursuant to Government Code Section 54956.9(D)(1); Conference with legal counsel regarding pending litigation; One Matter; Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633 – Item continued to the October Board Meeting.

VI. COMMITTEE REPORTS

- A. Administrative Committee (Directors Durante and Hidahl)
 - 1. Update on changes to the Department Website – Director Durante reported on changes to the Department Website with the addition of a Board of Directors tab on the home page.
 - 2. Update on Station 91 – No Report

Director Winn joined the Meeting at 6:04 p.m.

3. **Closed Session Pursuant to Government Code Section 54957.6, conference with labor negotiations; items under negotiation: Memorandum of Understanding with the El Dorado Hills Professional Firefighters pertaining to wages and benefits; District negotiators are Directors Hidahl and Durante**

The Board adjourned to discuss Closed Session Item VI-A.3 at 6:04 p.m.

The meeting reconvened at 6:13 p.m. The Board took no action during closed session.

B. Fire Committee (Directors Hus and Winn) –

1. **Review and discuss Tentative Final Budget for FY2016/17** – Director of Finance Braddock summarized the Tentative Final Budget for FY2016/17 highlighting the additions in the capital replacements section. The noted additions include funds for a potential permanent station 91, an architect to design the potential training center, a replacement engine, and electronic signs at the three of the stations. Director Hidahl expressed that he would like the Board to move forward in the near future with finding a solution for the situation at Station 91 and discussed the option to change the budgeted amount to reflect the most likely outcome. It was decided to leave the full amount in the budget. Director Hus stated that he does not support the budget due to the lack of funds going into reserves.

Citizens expressed their concern about the unfunded pension liabilities and asked if the Department is actively working toward being fully funded. Director of Finance Braddock reported that the Board is actively looking at options to close the gap in the unfunded liability.

C. Ad Hoc Committee Reports

1. **Strategic Planning Committee (Directors Hartley and Hidahl)** – No report.
2. **Solar Committee (Directors Hus and Hidahl)** – Chief Roberts reported that all four stations are fully functioning and the monitoring device should be installed in the next month.
3. **Communications Committee (Directors Durante and Winn)** – No report.
4. **Volunteer Stakeholders Committee (Directors Hidahl and Durante)** – Battalion Chief Hasemeier stated that the committee will be presenting a revision to the Volunteers Stipend Policy to adapt the program to fit current needs of the Department and the Volunteers. He reported that Captain Landry will be taking on the Community in Support program for volunteers who cannot maintain the training to be firefighters, but would

like to stay involved.

5. **Training Facility Committee (Directors Hartley and Durante)** – No report.
6. **CSD/Fire Collaboration Committee (Directors Hidahl and Durante)** – No report.

Director Hidahl asked Director Hus to report on the most recent Fire Committee meeting (taken out of order).

Director Hus stated that the Fire committee met to discuss the current service level in Latrobe and the operational cost of that part of the District. Also in attendance were Supervisor Frentzen, LAFCO representative Jose Henriquez, and members of the Latrobe advisory committee. He reported that the consensus was that everyone is relatively happy with the service level, but the Department seems to have deviated from the original agreement and incurred cost that were not intended. Staffing levels for the Latrobe area were referred to the Administrative Committee for further discussion.

VII. OPERATIONS REPORT

- A. **Operation Report (received and filed)** – Director Hus commented that the mutual aid calls are up forty percent from last year and would like Staff to continue to work toward modifying the mutual aid agreement. Chief Roberts responded that Staff is working toward a solution, but reported that the increase is in large part due to wildland fires.
- B. **Review and update regarding Joint Powers Authority** – Chief Roberts stated that the JPA has selected a vendor for the new PCRs and it will likely be implemented early in the next calendar year.

VIII. FISCAL ITEMS

- A. **Public Hearing: Review and approve Resolution 2016-11, approving the Final Budget for fiscal year 2016/17 and authorize expenditures from Reserve Funds**

Director Hartley made a motion to approve Resolution 2016-11, approving the Final Budget for fiscal year 2016/17 and authorize expenditures from Reserve Funds, seconded by Director Durante and carried (Roll call: Ayes: 4; Noes: 1-Hus).

- B. Public Hearing: Review and approve Resolution 2016-12, adopting the Appropriation Limits for fiscal year 2016/17** – Counsel Cook explained that Appropriation Limits cap the amount that the Department can receive from property taxes and the Department currently receives well under limit.

Director Hartley made a motion to approve Resolution 2016-12, adopting the Appropriation Limits for fiscal year 2016/17, seconded by Director Winn and unanimously carried (Roll call: Ayes: 5; Noes: 0).

- C. Review and approve Resolution 2016-13, approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services (PARS)** – Director of Finance Braddock explained that Resolution 2016-13 allows the Department to open an account with PARS as approved in the August Board meeting.

Director Durante made a motion to approve Resolution 2016-13, approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services (PARS), seconded by Director Winn and unanimously carried (Roll call: Ayes: 5; Noes: 0).

IX. NEW BUSINESS

- A. Review and approve Resolution 2016-14 Adopting the Conflict of Interest Code** – Director of Finance Braddock explained that the previously adopted Resolution was done prior to a required 45-day public notice. She stated that the notice requirements have now been met and the resolution must be adopted again.

Director Hartley made a motion to approve Resolution 2016-14 Adopting the Conflict of Interest Code, seconded by Director Durante and unanimously carried (Roll call: Ayes: 5; Noes: 0).

- B. Ordinance introduction and first reading- Ordinance 2016-37 Fire Code Adoption** – Fire Marshal Cox presented the Fire Code Ordinance 2016-37 and summarized the section that are more restrictive than the California Fire Code. He stated that there will be a public hearing and adoption to follow in the October Board meeting.

- C. Review and Approve the following EDHFD Chief Officer Armament Policies and recommended change to the Rules and Regulations** – Chief Roberts explained stated that the policies listed are not yet finalized because Counsel has not had a chance to thoroughly review the documents. Director Hartley expressed his concern with the Department not purchasing and owning the guns. A new committee was formed to review and discuss these policies with legal counsel's input and bring a recommendation back to the Board.

1. Policy

- a. **Designation of Peace Officer Status**
- b. **Defensive Equipment Authorized for Peace Officers**
- c. **Use of Force**
- d. **Shooting**
2. **Rules & Regulations**
 - a. **Amend Rules and Regulations Article V, Section 15 General Rules to read; No firearms allowed on Department property with the exception of Designated Peace Officers**

Tim White, citizen, asked if the Fire Department's legal name can be changed from El Dorado Hills County Water District to reflect the functions of the Department and if the meeting start time can be later. Director Hidahl explained that the District would lose the current set AB-8 rate of 17-17.5% if they change the name and stated that different times have not worked as well in the past.

- X. OLD BUSINESS** – Director Hidahl asked Director Winn if she would be able resume her responsibilities on the Fire Committee. Director Winn responded that she never removed herself from those responsibilities, but the committee meetings are not being scheduled at times when she can attend and she has not been allowed to attend via conference call. Director Hidahl stated that the Board will leave the committee assignments as they are.

XI. ORAL COMMUNICATIONS

- A. Directors** – Director Hartley stated the Moni Gilmore 10-year anniversary will be held on September 16th from 3:00-5:00 p.m. Director Durante recommended that the Board look at rescheduling the December Board meeting.
- B. Staff** – Chief Roberts stated that the Bertelsen memorial will be September 16th at 10:00 a.m. He added that the first of the Traffic Calming community meetings went well and the second meeting will be held September 20, at 6:30 p.m. at Station 85. Chief Roberts also congratulated Battalion Chief Hasemeier, Captain Landry, and Engineer Bichel on their recent promotions. He also highlighted some upcoming events including the Santa Run committee meeting on September 22, the association dinner meeting on September 27, the Senior October Fest on October 7, and the smoke detector giveaway on October 15.

XII. ADJOURNMENT

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

The meeting adjourned at 8:14 p.m.

Approved:

Jessica Braddock, Board Secretary

John Hidahl, President

DRAFT

THIS SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 20th day of October, 2016 between the El Dorado Hills Professional Firefighters Association (herein referenced to as "Association") and representatives of the El Dorado Hills County Water District (herein referenced to as "District").

The following section(s) of the Memorandum of Understanding between the Association and the District shall be amended as follows:

I. SICK LEAVE

- A. The provisions of this section are intended to provide guidance with respect to the usage of sick leave. The provisions of this section are intended to comply with state and federal law related to sick leave usage, including, without limitation, the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability laws. Although the provisions of this section are intended to comply with state and federal laws related to sick leave usage, any provision in this section found to be more lenient shall prevail.
- B. Sick Leave is defined as leave taken to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.
- C. Employees can use sick leave due to the death of a parent, spouse, child, stepchild, grandparent, grandchild, brother, brother in-law, sister, sister in-law, mother-in-law, father-in-law, domestic partner, child of domestic partner, or any relative who resides with the employee at the time of death. Shift employees can take 72 hours of accrued sick leave, and non-shift employees can take 48 hours of accrued sick leave for any one death.
 - 1. District "Protected Leave" includes employees accrued; Sick Leave, Vacation, Administrative Leave, Shift Trade and donated leave from the Catastrophic Leave Bank. For the purpose of this section, the definition of "Protected Leave" ensures that the employee will return to their original position in terms of rank, pay, benefits, and other employment terms and conditions.
 - 2. Sick Leave Accrual. Sick Leave shall be accrued on a prorated monthly basis at the following rate:
 - a. Non-shift personnel - 17 working days per year
 - b. Shift personnel - 192 hours per year
 - c. Sick leave shall start accruing on the first day of the month following one month of continuous service.
 - d. Maximum accumulation of sick leave shall be unlimited.

3. Illness/Injury During Vacation. An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the Chief a written request for sick leave, accompanied by a signed statement from the employee's attending physician indicating the dates of the employee's illness.
4. Procedure to Receive Sick Leave. To qualify for paid sick leave, the employee must notify his/her supervisor as soon as possible but not later than one hour after the start of the day's/shift's work. In the event sick leave is required by the employee for an unforeseen emergency, management personnel shall use reasonable discretion in the exercise of requiring notification.
5. Maintenance of Benefits While on Leave.
 - a. The District will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. All means of available leave is defined as: employee's accrued sick leave, employee's vacation time, employee's trades, any donated sick leave by other employees of the District, and leave described in state and federal laws.
 - b. Employees are allowed to use accrued sick leave only for legitimate reasons permitted by these provisions. An employee found to have claimed/used sick leave fraudulently may be subject to discipline.
5. Return to Work Physicals.

Prior to the resumption of work duties after having 60 days or more of sick leave usage or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by the District's physician and/or a physical ability test, or submit a certificate of employability where it is in the District's best interest.
6. Payment of Unused Sick Leave.
 - a. The payment of unused sick leave is authorized by the District as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Number of Sick Leave Days Accumulated		
Shift Employees	Non-Shift Employees	Percentage of days for which Compensation is given
64+	135+	60
52-63	112-134	50
41-51	88-111	40
31-40	64-87	30
21-30	41-63	20
0-20	0-40	0

- b. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.

 - c. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between El Dorado Hills County Water District and the Public Employees Retirement System. An employee may at his/her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.
7. Donation of Sick Leave Hours to the Catastrophic Leave Bank. District shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy.

In witness whereof, the parties hereto have caused this Side Letter of Agreement to the Memorandum of Understanding to be executed by affixing their signatures below.

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

Dated: October 20, 2016

By: _____
Its: President

ATTEST:

Dated: October 20, 2016

By: _____
Its: District Secretary

FIREFIGHTERS:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: October 20, 2016

By: _____
Its: President

Effective:

Adopted: October 20, 2016

I. SICK LEAVE

- A. The provisions of this section are intended to provide guidance with respect to the usage of sick leave. The provisions of this section are intended to comply with state and federal law related to sick leave usage, including, without limitation, the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability laws. Although the provisions of this section are intended to comply with state and federal laws related to sick leave usage, any provision in this section found to be more lenient shall prevail.
- B. Sick Leave is defined as leave taken to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.
- C. Employees can use sick leave due to the death of a parent, spouse, child, stepchild, grandparent, grandchild, brother, brother in-law, sister, sister in-law, mother-in-law, father-in-law, domestic partner, child of domestic partner, or any relative who resides with the employee at the time of death. Shift employees can take 72 hours of accrued sick leave, and non-shift employees can take 48 hours of accrued sick leave for any one death.
1. District "Protected Leave" includes employees accrued; Sick Leave, Vacation, Administrative Leave, Shift Trade and donated leave from the Catastrophic Leave Bank. For the purpose of this section, the definition of "Protected Leave" ensures that the employee will return to their original position in terms of rank, pay, benefits, and other employment terms and conditions.
 2. Sick Leave Accrual. Sick Leave shall be accrued on a prorated monthly basis at the following rate:
 - a. Non-shift personnel - 17 working days per year
 - b. Shift personnel - 192 hours per year
 - c. Sick leave shall start accruing on the first day of the month following one month of continuous service.
 - d. Maximum accumulation of sick leave shall be unlimited.
 3. Illness/Injury During Vacation. An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the Chief a written request for sick leave, accompanied by a signed statement from the employee's attending physician indicating the dates of the employee's illness.
 4. Procedure to Receive Sick Leave. To qualify for paid sick leave, the employee must notify his/her supervisor as soon as possible but not later than one hour after the start of the day's/shift's work. In the event sick leave is required by

the employee for an unforeseen emergency, management personnel shall use reasonable discretion in the exercise of requiring notification.

5. Maintenance of Benefits While on Leave.

- a. The District will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. All means of available leave is defined as: employee’s accrued sick leave, employee’s vacation time, employee’s trades, any donated sick leave by other employees of the District, and leave described in state and federal laws.
- b. Employees are allowed to use accrued sick leave only for legitimate reasons permitted by these provisions. An employee found to have claimed/used sick leave fraudulently may be subject to discipline.

5. Return to Work Physicals.

Prior to the resumption of work duties after having 60 days or more of sick leave usage or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by the District’s physician and/or a physical ability test, or submit a certificate of employability where it is in the District’s best interest.

6. Payment of Unused Sick Leave.

- a. The payment of unused sick leave is authorized by the District as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Number of Sick Leave Days Accumulated		
Shift Employees	Non-Shift Employees	Percentage of days for which Compensation is given
64+	135+	60
52-63	112-134	50
41-51	88-111	40
31-40	64-87	30
21-30	41-63	20
0-20	0-40	0

- b. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.

 - c. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between El Dorado Hills County Water District and the Public Employees Retirement System. An employee may at his/her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.
7. Donation of Sick Leave Hours to the Catastrophic Leave Bank. District shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy.

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~~A. Any employee exercising his/her leave rights shall be able to exhaust all available means of leave afforded to him/her, (i.e. sick leave, vacation time, shift trades, etc.) prior to initiating FMLA if he/she so chooses. District "Protected Leave" includes employees accrued; Sick Leave, Vacation, Administrative Leave, Shift Trade and donated leave from the Catastrophic Leave Bank. For the purpose of this section, the definition of "Protected Leave" ensures that the employee will return to their original position in terms of rank, pay, benefits, and other employment terms and conditions.~~

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- 7. Donation of Sick Leave Hours to the Catastrophic Leave Bank. District shall allow employees to donate sick leave hours ~~directly to another employee on an as needed basis. Hours shall be donated in 12-hour increments. Hours shall be adjusted according to the existing conversion formula found in Section VII of the MOU. The donating employee shall not donate sick leave hours if it would result in his/her sick leave accumulation dropping below 240 hours (with the exception of the allowable 96 hours per calendar year as outlined in CA State Labor Code). Prior to any transfer of hours, a District form shall be signed by each employee and approved by the Chief, stating that no compensation shall be received as a result of the donated hours.~~ to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy.

Volunteer Stipend Modification

Summary:

Since implementation of the Volunteer Stipend Policy, it has come to light that some slight modifications to the Policy are necessary. The board originally approved the policy. The Volunteer Stakeholders Committee reviewed the requested changes and requested that the draft be presented to the full board for review. Most of the changes to the attached draft are “managerial” in nature. The most significant change is requesting the removal of paragraph two under “Ineligible Activities – Non-Payment of Stipends” This will allow flexibility for up staffing, as well as completing training for volunteers.

Initially, we requested to the Stakeholders Committee, a reduction in the amount of the stipend. However, after further review of the number of stipend requests (ride alongs), it is determined that we have budgeted sufficiently.

Fiscal Impact:

We were initially concerned the \$50,000 previously budgeted, would be exhausted too quickly. As of 10/11/2016 we have spent \$3,765 of 50,000. (7.53%)

Staff Recommendation:

The staff recommend is board direction allowing the Chief to make recommended changes to the Volunteer Stipend Policy, as outlined in the attached Draft.

Volunteer Firefighter Stipend

Section: I. Personnel
Sub-Section: J. Compensation
Number: 8. Volunteer Stipend
Pages: 3
Adopted: 11/19/2015
Revised:

VOLUNTEER FIREFIGHTER STIPEND

PURPOSE

- The purpose of this policy is to establish the payment of stipends to individuals who volunteer their services and whom are in good standing with El Dorado Hills Fire Department (“the Department”) for the purpose of providing emergency or special staffing.

RESPONSIBILITY

- All Chiefs
- All Employees
- All Volunteers

POLICY

The Department utilizes volunteer personnel to augment full-time personnel providing emergency services. This will enable the Department to appropriately staff an apparatus or station when unexpected situations reduce paid staffing to below minimum levels. This policy is intended to provide – in combination with paid Department personnel – well-trained and equipped volunteers to enhance the fire protection and emergency response services in El Dorado Hills.

STIPEND

Volunteer firefighters shall not receive any wages or employment-related benefits for their services to the Department. In an effort to reimburse volunteers for out-of-pocket expenses incurred in connection with extended emergency response coverage, “special circumstance”, shift duty coverage, and “ride-along” for training and experience, a stipend schedule has been established for Volunteer Firefighters.

“Ride-along” time is intended for training and experience toward career development of volunteers.

All “ride-along” time other than Special Staffing, as ordered by a Chief Officer, that is less than 24 hours, shall occur between 0800 and 2000 hrs., or as approved by the Shift Battalion Chief.

All “ride-along” time other than Special Staffing, as ordered by a Chief Officer, shall be scheduled and approved in advance by the appropriate shift Battalion Chief.

It is expected that personnel follow all expectations of the shift supervisor, including but not limited to: Rules and Regulations, Policies and Procedures, and Supervisor expectations. Personnel shall arrive and depart promptly according to the hours scheduled and approved. Failure to do so, may result in suspension from “ride-along” privileges.

Emergency or Special Staffing Circumstances Stipend

The Stipend provided will be:

<u>Position</u>	<u>Hours</u>	<u>Stipend</u>
Volunteer Firefighter	4-6	\$50.00
	6-12	\$100.00
	12-24	\$205.00

Volunteers will receive the stipend as reflected above. The stipend is not intended to compensate volunteers on an hour-for-hour basis, nor is it tied to productivity. Instead, the amount of the stipend is based on the commitment provided by the volunteer and is intended to defray the costs associated with the volunteer effort as outlined below in extended emergency response and special staffing circumstances.

The Fire Chief shall have discretion to modify stipend policy as needed provided it complies with the approved budget.

Emergency or Special Staffing Circumstances (Examples)

1. El Dorado Hills provides an Engine on a Strike Team staffed with paid personnel. The Duty Chief is unable to back-fill with off-duty paid personnel. In order to ensure the provision of essential firefighting services, a Volunteer Engine Company is staffed with a Volunteer Officer, Volunteer Engineer/DO, and Volunteer Firefighter. The engine covers the station for fifteen hours. The Volunteers would receive stipends of:
 - \$205 for the Volunteer
2. A Volunteer Firefighter staffs a Firefighter position with a paid Captain and a paid Engineer due to the inability to fill that Firefighter position as required by policy. The Volunteer Firefighter works a full 24-hour shift with the paid crew. The Volunteer Firefighter would receive a stipend of:
 - \$205.00 for the Volunteer

Ineligible Activities – Non-Payment of Stipends

- Volunteers who respond to an incident that is reimbursed as mutual aid under the California Fire Assistant Agreement (CFAA) are not eligible for stipends under this policy. In those instances, volunteers will receive reimbursement of the base rate provided by CFAA.
- Volunteers who participate in normal Volunteer activities as defined in the 2015 Volunteer Training and Response requirements are not eligible for the payment of stipends under this policy.

Approval for Payment of Stipend and Payment by the District

To receive a stipend as outlined above, a Volunteer Firefighter must:

1. Complete a Request for Payment of Stipend (paper copy) and submit it to the Duty Chief for approval.
2. Payroll will issue payments as soon as reasonably practicable (and will attempt to complete stipend payments within thirty days). Payments will be made in accordance with applicable state and federal tax provisions.
3. For in County reimbursement a "Shift Ticket" must be obtained and from the appropriate agency (Cal Fire or USFS) and submitted to the Deputy Chief, in order to receive reimbursement.

Volunteer Firefighter Stipend

DRAFT

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DRAFT

Emergency or Special Staffing Circumstances Stipend

The Stipend provided will be:

<u>Rank</u>	<u>Hours</u>	<u>Stipend</u>
Captain/LT.	4-6	\$70.00
	6-12	\$140.00
	12-24	\$280.00

Engineer/DO	4-6	\$60.00
	6-12	\$120.00
	12-24	\$250.00

<u>Rank/Position</u>	<u>Hours</u>	<u>Stipend</u>
<u>Volunteer</u> Firefighter	4-6	\$50.00
	6-12	\$100.00
	12-24	\$205.00

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 - \$280 for the Officer
 - \$250 for the Engineer/DO
 - \$205 for the Firefighter Volunteer
2. A Volunteer Firefighter staffs a Firefighter position with a paid Captain and a paid Engineer due to the inability to fill that Firefighter position as required by policy. The Volunteer Firefighter works a full 24-hour shift with the paid crew. The Volunteer Firefighter would receive a stipend of:
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- ~~Individuals who participate in “ride-alongs” in order to maintain training standards or for other reasons are not eligible for the payment of stipends under this policy.~~
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- ~~2.3. For in County reimbursement a “Shift Ticket” must be obtained and from the appropriate agency (Cal Fire or USFS) and submitted to the Deputy Chief, -in order to receive reimbursement.~~



EL DORADO HILLS FIRE DEPARTMENT

MONTHLY ACTIVITY REPORT SEPTEMBER 2016 *"YOUR SAFETY ... OUR COMMITMENT"*

SUMMARY

The goal of the Operations Report is to provide a summary of the El Dorado Hills Fire Department response performance for each month. The report currently evaluates the Alarm Statistics by each response zone, looks at Code 3 Response Times, evaluates Turnout Times, and describes the different types of calls that the Department responds to monthly. Every call is evaluated by the Operations Chief each month. Any call with an extended response time or an extended turnout time is researched and corrective action is taken if needed.

This month's report includes the recommendation by Citygate for day turnout times at 90 seconds and night turnout times at 2 minutes. This is the only recommendation from Citygate included in this month's report. Data collection and processing software programs are currently being evaluated to increase efficiency and capability of developing these reports.

Move-up and cover of engines was an issue in September. There were 11 total move-ups of engines outside of El Dorado Hills to cover other fire agencies in the County for a total time out of district of 20 hours and 50 minutes. Five of the move-ups were for more than two hours. One was for over five hours.

ALARM STATISTICS

Response District	Total Number of Responses – SEPT 2016	Total Number of Responses –2016	Total Number of Responses – SEPT 2015	Total Number of Responses –2015
84	63	507	36	459
85	57	512	62	465
86	37	300	34	307
87	48	490	38	378
91	6	40	10	46
92	1	13	2	18
Mutual Aid	46	629	48	476
Transfer	19	153	13	99
TOTALS	277	2644	243	2248

Unable % Medic Unit Response, 10 Minutes (before exception reports)

Unable % Medic Unit Response, 11 Minutes (before exception reports)

Report: Queries – Incident – NFIRS Incident – Incident By District (Summary) Note: Run all Districts on 1 page

Note: CALFIRE Crystal Reports System Not Working – No timeline for repair per Dispatch

CODE 3 RESPONSE TIME ANALYSIS

Response District	Total Number of Re-sponses	Number of Code 3 Re-sponses	Average Code 3 Response Time (includes turnout, and travel)*	% Under 8 Min Response Time (includes turnout, and travel)	% Under 7 Min Response Time (includes turnout, and travel)	% Under 6 Min Response Time (includes turnout, and travel)
Response Area 84						
84 (Rural)	1	1	08:12			
84 (Suburban)	62	40	N/A	99%	98%	80%
Response Area 85						
85 (Suburban)	57	29	N/A	99%	99%	99%
Response Area 86						
86 (Rural)	0	0	N/A			
86 (Suburban)	37	23	N/A	96%	96%	91%
Response Area 87						
87 (Suburban)	48	31	N/A	99%	99%	96%
Response Area 91						
91-A (Rural)	5	1	07:50			
91-B (Rural)	0	0	N/A			
91-C (Rural)	1	0	N/A			
92 (Rural)	1	1	10:54			

*San Ramon SOC – Board Policy Response Time Benchmark Goals – Rural 15 min and Suburban 8 min

Report: Queries – Incident – NFIRS Incident – Incident By District (Summary) = Total # Responses

Report: Reports – Incident Reports – NFIRS – Incident Stat – Incident Stat Detail – Average Response Time by District/Incident Type (Run Report by date and add “alarm type” for code 3). Manually check all extended responses over 7 min.

Report %: FH Analytics Reports (1st Unit Arrival Compliance Section. Filter Alarm Type 3, Unit Res. Code – 1, and District)

CODE 3 TURNOUT TIME ANALYSIS

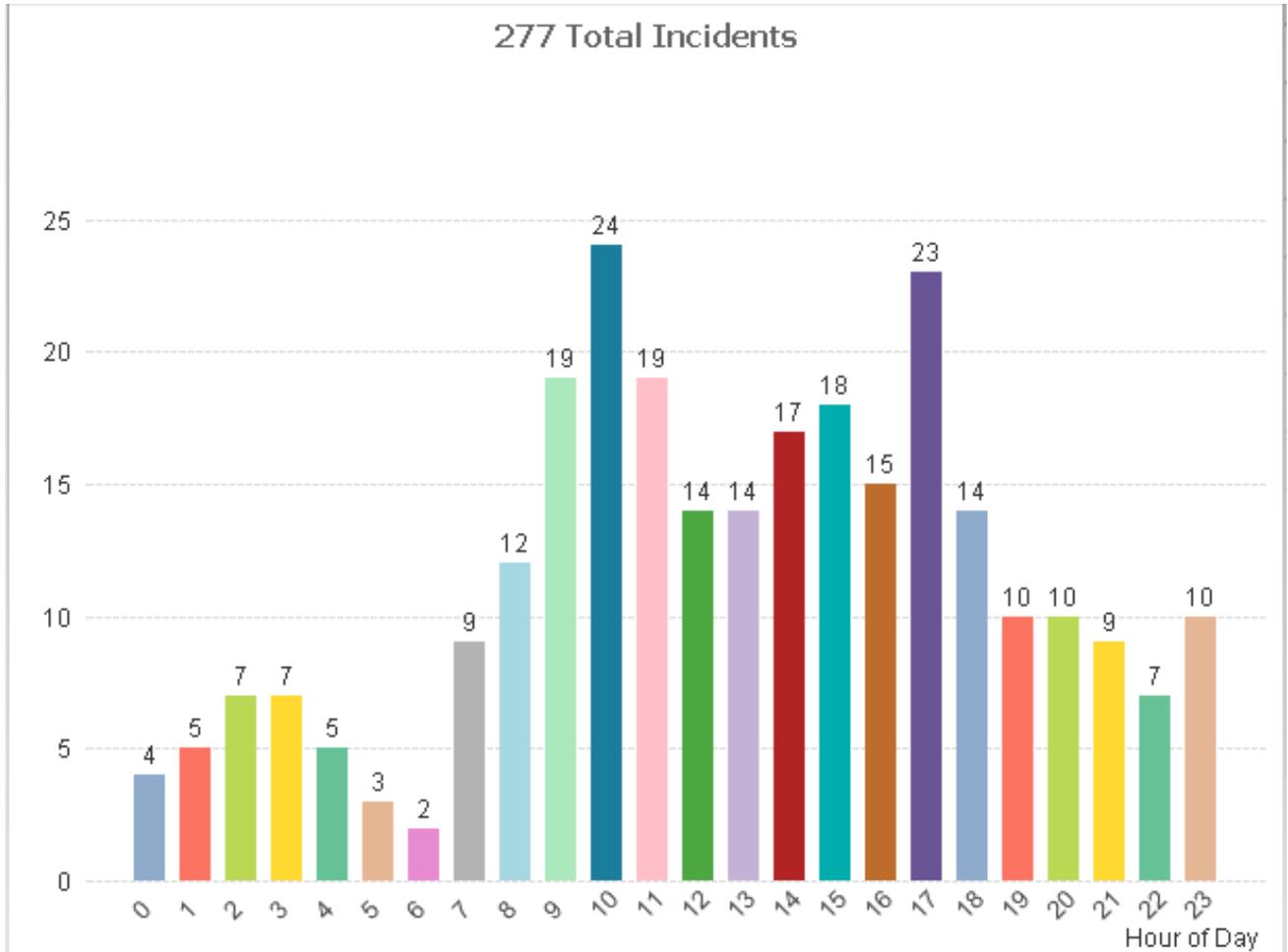
Benchmark Turnout Time Goal 90 Seconds Day/120 Seconds Night*

Unit	Total Number of Responses	Total Less Than 1 min 30 Seconds Day and 2 min Night	Total Over 1 min 30 Seconds	Total Over 1 min 30 Seconds Excluding PPE or Computer slow	% Compliant Excluding PPE or Computer slow	Average Turnout time
E84	45	42	3	1	98%	01:05
T85	13	12	1	0	100%	01:15
E85	25	23	2	0	100%	00:49
E86	29	26	3	1	97%	01:05
E87	38	36	2	1	97%	00:53
P91	2	1	1	0	100%	00:50

Report: Reports – Incident – NFIRS Incident – Incident Stat – Incident Stat Detail – Unit Response/Reaction Summary by Incident (Select unit, dates and add “alarm type” then run one for each unit and manually check for why some extended)

*Night Hours 2100-0700 hours

INCIDENTS BY HOUR OF DAY

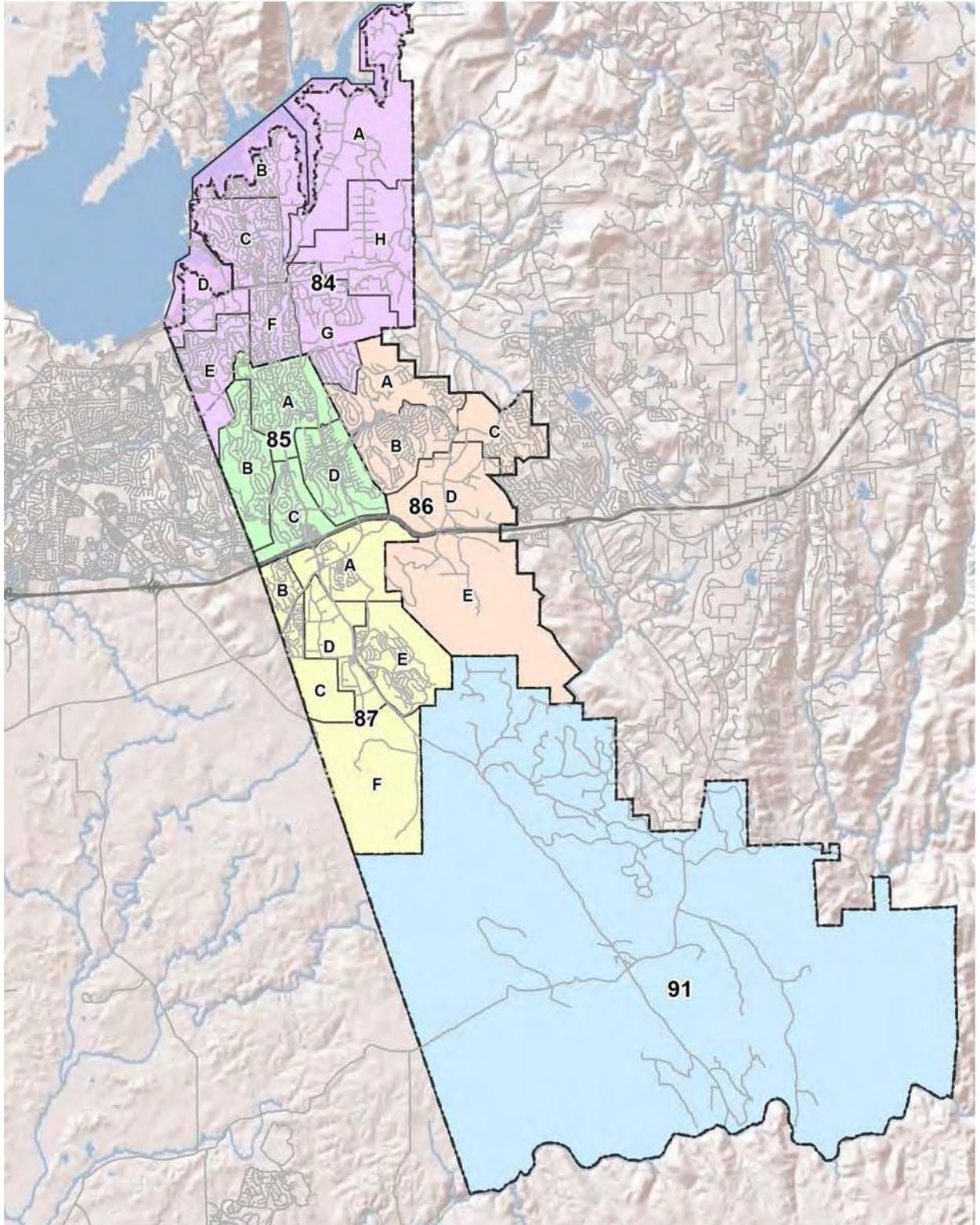


INCIDENT TYPE ANALYSIS

100 Fire, Other	1
130 Mobile prop...	2
131 Passenger v...	1
140 Natural veg...	2
142 Brush or bru...	1
143 Grass fire	2
151 Outside rub...	1
160 Special outsi...	3
162 Outside equ...	1
170 Cultivated v...	1
321C EMS call, C...	22
321G EMS call, G...	81
321N EMS call, C...	1
321R EMS call, R...	6
321T EMS call, Tr...	16
321X EMS call, T...	19
322 Motor vehicl...	10
324 Motor Vehicl...	5
350 Extrication, ...	1
412 Gas leak (na...	2
440 Electrical wi...	1
443 Breakdown ...	1
500 Service Call,...	3
510 Person in di...	3
511 Lock-out	2
531 Smoke or od...	1
541 Animal probl...	1
5415 Animal pro...	26
542 Animal rescue	1

550 Public servic...	5
553 Public service	2
554 Assist invalid	9
571 Cover assig...	11
611 Dispatched ...	2
611A Dispatche...	4
611F Dispatched...	1
611M Dispatche...	5
611T Dispatched...	3
622 No Incident ...	3
651 Smoke scar...	1
661 EMS call, pa...	1
700 False alarm ...	4
733 Smoke dete...	3
740 Unintention...	2
743 Smoke dete...	1
744 Detector ac...	1
745 Alarm syste...	2

Report: FH ANALYTICS – Incidents – Incident Type List (change to list view, copy clipboard and crop)





EL DORADO HILLS FIRE DEPARTMENT

QUARTERLY TRAINING REPORT JULY-SEPTEMBER 2016

“YOUR SAFETY ... OUR COMMITMENT”

TRAINING HOURS

Category Hours

Paid Training	4366.26
Wellness Training (All)	323.75
Volunteer Training	265.50
TOTAL	4955.51

SIGNIFICANT TRAINING

- Water Tender Training
- Low Angle Rope Rescue (LARRO) Training
- Vertical Rescue (Tri-pod)
- Vehicle Extrication Drills (50+ cars cut up)
- Safety Training (lock-out, tag-out)
- Ladder Training (24' & 35')
- FF Rescue Techniques (FF Down Scenarios)
- Company Evolutions (Fire Attack Hose Lines)
- Company Evolutions (Hydrant Hook-ups)
- Multiple Department & EMS Policy/Procedure review/training
- EMS Scenarios each month.



EL DORADO HILLS FIRE DEPARTMENT

QUARTERLY PREVENTION REPORT JULY – SEPTEMBER 2016

“YOUR SAFETY ... OUR COMMITMENT”

Public Education

- Fire station tours (11 tours / 39 personnel / 41 staff hours).
- Public education activities (4 activities / 15 personnel / 24 staff hours)
 - Public Education (1 activities / 3 personnel / 9 staff hours)
 - Fire Safety Education (3 activities / 12 personnel / 15 staff hours)

Juvenile Fire Setter Program

- 0 Case(s) / 0 personnel / 0 staff hours

Fire Investigations

- 2 Investigation(s) / 2 personnel / 2.42 staff hours

Buckle Up Baby

- 7 installations / 9 personnel / 15.5 staff hours

Wildland Fire Safe Plans

- 1 plans / 1 personnel / 1 staff hours

Vacant Lot Program

- Working with communities to maintain clearances with new growth over the summer months. Preparing for next year.

Hazard Reduction Program

- EDH Fire and CAL Fire completed all inspections in their districts response zones. We are continuing to work with the community for complaints and compliance.

Business Inspection Program

- 84, 85, 86 have completed their inspections with a few that need re-inspections performed. 87 has until the end of the year due to the number of business they need to inspect in the business park.

Fire Prevention Officers Meetings

- 3 meetings / 5 personnel / 14.5 staff hours
- Fire code adoption for 2016 in underway with an expected filing with the State in December. Ordinance 37 will be constructed and presented to the Board of Directors in the coming months.

Fire Safe Council

- EDH Fire & EDCFSC are working together on the CWPP for the County's West Slope to map out trouble areas and projects that can be put in line to receive grant funding in the future. Last meeting is in October 2016. Restart in March 2017.

Project	Project Number	Location	APN	Commercial or Residential	# of Lots / Buildings	Approx. New Square Footage	Description	Acres	Completion Years Out (0-1/2-5/5+)	Residents ¹	Potential Employment ²
1100 Investment Comm PM	PA 15-0014	Business Park	117-010-015	Commercial	4	0	Parcel Split -- 4 individual parcels	21.9	0-1		0
4 Directions Farms (Latrobe)	S16-0005	Off Brandon Road	087-021-66	Commercial	5	10478	A special use permit application for a custom farming facility providing vocational school teaching organic farming skills to disabled youth, adults and seniors. The facility is proposed to occur in three phases detailing the proposed buildings, planting of crops, and quantity of employees. The property, identified by Assessor's Parcel Number 087-021-66, consists of 56.8 acres, and is located on the south side of Brandon Road approximately 1.5 miles east of the intersection with South Shingle Road, in the Latrobe area.	56.8	2-5		19.05090909
Aerometals Expansion	SUP 98-0017-R-2	Sandstone Dr	117-081-01	Commercial	1	80000	New building expansion on parcel located to the east of the current building.	5.613	2-5		145.454545
Alto	Z06-0005/PD06-0006/TM06-1408	Malcolm Dixon Rd, North of Diamante Estates	126-100-19	Residential	23	69000	homes and open space	81.61	5+	60.03	
Arrowbee Lake Verizon Tower	S15-0004	Aerobee Road at Birds Eye View Road	105-140-06	Commercial	1	0	90' tall stealth monopine tower with enclosure	1	0-1		0
Bass Lake Estates	75674	2701 Bass Lake Rd	015-030-06	Residential	36	108000	homes	7.45	2-5	93.96	
Bass Lake Golf Course (Rescue)		Starbuck Road	102-210-08	Residential	33	99000	Residential Subdivision over the Golf Course	33	5+	86.13	
Bass Lake K-8 School		Bass Lake		School	1	100000	School		5+		
Bass Lake North	PD14-0010/Rezone Z14-0008/TM14-1522	Sienna Ridge	115-400-06, 115-400-07, 115-400-08	Residential	90	270000	homes	38.74	2-5	234.9	
Bell Ranch	TM96-1321-R-3	Morrison Rd/Holy Trinity Church Area	108-010-45	Residential	113	339000	The development plan (PD96-0006) for Bell Ranch shall consist of the following: 123 total lots consisting of 113 single family lots ranging in size from 13,500 to 91,649 square feet, with 6 landscape lots, 2 open space lots, 1 play field lot, and 1 park site on 112.14 acres.	112.14	2-5	294.93	
Bell Woods	TM01-1380-R, PD01-0008	Adjacent to Hollow Oak Subdivision	119-020-50	Residential	54	162000	The Development Plan PD 01-0008 for Bell Woods shall consist of the following : 54 single family lots ranging in size from 1,004 to 26,080 square feet, and 2 open space lots on 34.28 acres.	34.28	2-5	140.94	
Bethesda Village	S86-0031-R-2	Mercy Lane and Starbuck in Rescue	102-231-55	Residential	2	0	S 86-0031-R-2 - BETHESDA VILLAGE REVISED SPECIAL USE PERMIT (Golden Hills Community Church, Phil Hill/John Parker/Brad Friar): A special use permit revision request to convert existing house to a game room/office and convert existing laundry/bathroom to a house. No increase in square footage is proposed. The property, identified by Assessor's Parcel Number 102-231-55, consists of 21.302 acres, and is located on the north side of Mercy Way approximately 500 feet east of the intersection with Starbuck Lane, in the Rescue area.	21.302	2-5	5.22	
Blackstone V (Lot 1)	TM 12-1507/ Z12-0006/ A12-0002	Latrobe/Royal Oaks Drive	118-140-61	Residential	70	210000	homes	10.08	0-1	182.7	
Blackstone W	TM 12-1506	SE Corner Latrobe and Clubview	118-140-65	Residential	73	219000	homes	9.66	0-1	190.53	
Blackstone X	TM 12-1508-F	NE Corner Latrobe and Clubview	118-140-63	Residential	61	183000	homes	7.85	0-1	159.21	
Carlton Senior Living	PA 15-0009	Rossmore Dr.	121-280-21-10	Residential	1	150000	150,000 square feet. 112 Assisted Living Units, 40 beds for memory-impaired residents	1	2-5	152	
Carson Creek Fitness (Heritage)	S14-0003	Carson Crossing Drive	117-010-07	Commercial	2	9000	5,000 square foot fitness center, pool, recreation.	4.9	0-1		16.36363636
Carson Creek Specific Plan Amendment	SP94-0002-R-2	Carson Crossing and Golden Foothill Pkwy	117-490-01	Residential	1	0	An amendment to Carson Creek Specific Plan to allow a senior care facility in the neighborhood commercial zone. The property, identified by Assessor's Parcel Number 117-490-01, consists of 4.11 acres, and is located on the west side of Carson Crossing Drive south of the intersection with White Rock Road, in the El Dorado Hills area.	4.11	2-5	2.61	
Carson Creek Unit 1		Carson Crossing		Residential	285	855000	homes	95.2	0-1	743.85	
Carson Creek Unit 2		Carson Crossing		Residential	634	1902000	homes and two multi-family dwellings		2-5	1654.74	
Carson Creek Unit 3		Carson Crossing		Residential	321	963000	homes	19.37	2-5	837.81	
Center for the Ages	PA16-0003	North of Fire Station 85 on Commercial property of Serrano	121-040-31	Commercial	1	15000	EDH Senior Center that expands on the Senior Center off of Lassen Lane	11	2-5		27.27272727
Central El Dorado Hills	Specific Plan	Station 85 South to Highway 50	121-160-05, 121-120-24; 121-040-020, -29, -31; 120-050-01, -05	Residential	1,000	3000000	Serrano Westside Plan Area 341 acres, and Pedegral Plan area 168 acres, civic-limited commercial use (50,000 Commercial Sq. Ft.), 15 acres public park, 1 acre neighborhood park, 168 acres of open space	509	5+	2610	
Country Living Lions Gate Subdivision (Latrobe) aka Michigan Bar Subdivision	A07-0008/ Z07-0022/ P07-0023	Latrobe Road	087-121-01	Residential	4	12000	Amendment to the land use designation from HDR to RR in the Latrobe Road Center and re-designate that portion Rural Region. Rezone a portion of the property from RE-10 designated as HDR to One Family Residential and change portion zoned RA-40 to RE-10.	37.28	0-1	10.44	
Diamante Estates	TM 06-1421	Malcom Dixon Rd	126-100-24	Residential	42	126000		113.11	2-5	109.62	
Dieu Nhan Buddhist Meditation Center (RES)	SUP 13-0007	Duncan Hill Rd.	069-150-14	Commercial	1	15000	6807 square foot meditation center, 2 Resident nun buildings, monk cottage, retreat cottage, guest cottage	10.05	2-5		27.27272727

Dixon Ranch	A11-0006/ Z11-0008/ PD11-0006	Green Valley Rd	126-020-01, 02, 03, 04, & 126-150-23	Residential	605	1815000	605 Total lots. 160 age restricted.	280	2-5	1579.05	
Eden Vale Inn (RES)	Sup 07-0027-R	1780 Springvale Road	102-140-88	Commercial	1	12000	13 Guest rooms in 2 buildings, Yurts, Caretaker homes, 12,000 sq. ft. total	1	0-1		21.81818182
EDH 52	PA 14-0009	Silva Valley/50	122-720-09	Commercial	9	350000	350,000 square feet commercial, including 3 major buildings, gas stations, fast food, etc.	51.45	5+		636.3636364
EID – ATT Cell Tower		Cabrillo Dr.		Commercial	1	0	65' Mono Pine	1	0-1		0
El Dorado Hills Apartments	A14-0001/ Z14-0001/ SP 86-0002-R/ PD94-0004-R 2	Town Center (empty field)	121-290-60, 61, 62	Residential	1	250000	5 story parking garage, 4 story apartment, 250 units	4.57	2-5	2.61	
El Dorado Hills Dog Park	S03-0005-R-3	At CSD Park	125-110-09	Park	1	0	dog park	39.5	2-5		
El Dorado Hills Retirement	SP13-0001/ PD95-0002- R/ PD95-0007-R/ P12- 0004/ S13-0017	Town Center West	117-160-38	Residential	1	114000	3 stories, 114,000 sq ft, 130 units	20.3	0-1	130	
El Dorado Hills Senior Care	S15-0012	Tam O'Shanter	125-040-20, 24, 26, 27, 125-333-01	Residential	6	0	6 Buildings, Increase 6-8 patients per building	2.09	0-1	36	
El Dorado Springs 23	TM 14-1514	White Rock Across 4 Seasons	117-010-05	Residential	49	147000		21.65	2-5	127.89	
Golden Foothills Verizon Tower	S15-0010	Blackstone Parkway and Cornerstone Drive	118-020-07	Commercial	1	0	A special use permit request to allow the construction of a new 65-foot tall mono-oak tower, six antennas with nine remote radio heads and two surge protectors on three sectors mounted at 47-feet, outdoor equipment cabinets on a 13-foot by 15-foot concrete pad, a 30KW standby diesel generator, and related ground equipment all within a 40-foot by 40-foot lease area. Access to the site would be provided by an existing driveway to the existing El Dorado Irrigation District water tanks. The property, identified by Assessor's Parcel Number 118-020-07, consists of 7.664 acres, and is located on the east side of Blackstone Parkway near the intersection with Cornerstone Drive, in the El Dorado Hills area.	8	0-1		0
Granade Subdivision (LTB)	Z15-0003/TM15-1527	Brandon/S. Shingle	087-310-64	Residential	10	30000	Z15-0003/TM15-1527 – GRANADE SUBDIVISION (Doug Granade/Granade Family Trust/Lawrence Patterson): A rezone and tentative map application for an 11-lot rural tentative subdivision map in the Latrobe area. The subdivision would include a change in zoning from Rural Lands Twenty-Acre (RL-20) to Estate Residential 10-Acre (RE-10), consistent with the Rural Residential (RR) General Plan Land Use Designation. The proposed project includes the installation of wells and septic systems. Lots range in size from 10 to 30.1 acres. The property, identified by Assessor's Parcel Number 087-310-64, consists of 134.05 acres, and is located on the east side of South Shingle Road at the intersection with Brandon Road, in the Shingle Springs area.	133	2-5	26.1	
Green Valley Cemetery/Mortuary (RES)	S94-0002-R/ Z14-0011/ PD14-0009	3004 Alexandrite Dr	102-030-28	Commercial	1	5316	Addition of 3,604 square feet plus 1,712 covered patio, 2 underground LPG	8.6	0-1		9.665454545
Green Valley Convenience Center	S12-0015/ PD 12-003	SE Corner Sophia/Green Valley Rd.	124-301-46	Commercial	3	10925	10,925 sq. ft. including - fuel Station, convenience store, fast food, car wash	2.12	2-5		19.86363636
Hampton Inn & Stes / Serrano	P02-0003-E-3	Arrowhead Dr and Saratoga Way	120-690-04	Commercial	1	0	A request for a parcel map extension for a three year period. If approved, the expiration date for this parcel map would change from October 13, 2016 to October 13, 2019. Two previous time extensions have been approved in the past, resulting in 3 1-year extensions. The property, identified by Assessor's Parcel Number 120-690-04, consists of 15.069 acres, and is located on the north side of Saratoga Way immediately west of the intersection with Arrowhead Drive, in the El Dorado Hills area.	15.069	5+		0
Hansen Parcel Split (Latrobe)	PA 14-0005	6740 South Shingle Rd	087-021-05	Residential	4	12000		45.69	2-5	10.44	
Hawk View	TM 00-1371-R	Bass Lake Road/Hawk View	115-040-16	Residential	114	342000		38.47	5+	297.54	
La Cresta Woods	PA 13-0009	Wilson/Lago Vista	120-070-01	Residential	24	72000		7.5	2-5	62.64	
La Canada	TM 08-1463	Salmon Falls Road	126-100-18 and 110-020-12	Residential	47	141000	Subdivision in the area between Salmon Falls Road and Malcolm Dixon Road, north of Malcolm Dixon Road.	143.11	2-5	122.67	
Lime Rock Valley		South East Marble Valley Area		Residential	800	2400000		740	2-5	2088	
Malcom Dixon – Diamonte	TM 05-1401-R	Malcom Dixon	126-490-01, 02	Residential	8	24000		40.654	2-5	20.88	
Marble Valley - Comm.	SP12-0003 / DA 14-0003	South Bass Lake		Commercial		475,000	3237 Res. Lots, 475,000 sq. ft. commercial, 87 acres public facilities				863.6363636
Marble Valley - Res.	SP12-0003 / DA 14-0002	South Bass Lake		Residential	3236	9708000	3236 Res. Lots, 475,000 sq. ft. commercial, 87 acres public facilities	2341	5+	8445.96	
McCann Parcel Split (RES)	P98-0011	2621 Crowdis Rd.	069-110-091	Residential	3	0	3 Parcel Split	20	0-1	7.83	
Mignella	TM 07-1458-R/ BLA13-0015	Salmon Falls/Kaila Way	110-020-45	Residential	8	24000	homes	26	0-1	20.88	
Mountain Express Office and Storage (Rescue)		Lotus Road	102-140-83	Commercial	1	24414	2 new buildings, 10,914 and 13,500 square foot buildings	11.37	2-5		44.38909091
Oak Trails (Rescue)	P14-0001	2660 Deer Valley Rd.	102-200-56	Residential	4	12000	Parcel Split – 4 lots	42.46	2-5	10.44	

Phoenix School	S99-0001	4940 Robert J Mathews	124-070-62	Commercial	1	0	School for infant to 5 years old	1	0-1		0
Promontory Lot D1	A13-0004/ Z13-0004/ TM13-1512	Sophia/Alexandria	124-070-62	Residential	63	189000	homes	11.01	0-1	164.43	
Promontory Lot H Unit 1 & 2	TM98-1356	Beatty/Alexandria	124-390-03	Residential	64	192000	homes	9	0-1	167.04	
Promontory 2C	TM06-1423	Lafite Ct / Bordeaux Dr	124-070-05	Residential	2	6000	a formal request for the processing of an administrative minor revision to Village 2C of the Promontory Village 1-5 Tentative Map TM98-1356E. We are providing you with additional information to supplement the items that were included in the September 28, 2015 regarding the finding of consistency for Village 2C. Village 2C is currently approved for 6 lots, 5 residential lots and 1 open space lot. There is a separate lot designate for the roadway. Village 2C will be accessed by the existing roadway of Lafite Court within gated community of Village 2. The gates and roadways are currently maintained by the Promontory Rome Owners Association (ROA). Since Village 2C is already located behind the gates, the revised tentative map for Village 2C will not be providing gates for the project. This is consistent with the current map. A common driveway is proposed to service the 2 residential lots. A separate lot for the common driveway and public utilities will be offered to the Promontory ROA. The only change to the approved tentative map is a reduction of 3 residential lots. The one open space lot will remain and also be offered to the Promontory ROA. We will be transferring the 3 residential lots to the future Village 7 in the Promontory Specific Plan. The Promontory Village 7 is the last Village that has not processed a Tentative Map. The Promontory Specific Plan allocated 134 lots for Village 7. With the transferring of the 3 lots from Village 2C, the total lots proposed for the future Village 7 will be 131 lots. This density is within the allocated lots within the Village 7 and would not exceed the Promontory Specific plan maximum units of 1100 lots.	7.149	2-5	5.22	
Promontory Village 6	TM05-1397	Northeast of Beatty Drive, Southeast of the intersection with Kymata Court	124-070-59, 124-080-60	Residential	155	102000	Residential homes	39.78	2-5	404.55	
Promontory Village 7	TM16-1530	South side of Alexandria Drive and East of Sophia Parkway	124-390-04, 124-390-08, and 124-390-14	Residential	131	393000	TM16-1530 - PROMONTORY VILLAGE 7 (Russell-Promontory LLC/MIM Properties/CTA Engineering and Surveying): A Tentative Subdivision Map application request for the Promontory Specific Plan Village 7 to subdivide a 176.99 acre site into 131 single dwelling residential lots, 13 open space lots, and 15 lettered lots for landscaping and internal roadways. The project includes a large lot and phasing plan. The property, identified by Assessor's Parcel Numbers 124-390-04, 124-390-08 and 124-390-14, consists of 176.99 acres, and is located on the south side of Alexandria Drive approximately 150 feet east of the intersection with Sophia Parkway, in the El Dorado Hills area.	176.99	2-5	341.91	
Promontory Village 8	TM13-1513	Via Baragio/Via Trevisio	124-400-01	Residential	63	189000	homes	63.24	0-1	164.43	
Ridgeview Village Unit 9	TM08-1477	Beatty near Powers	120-010-01	Residential	49	147000		22.4	5+	127.89	
Ridgeview West Unit 4 (Trevisio II)		Via Barlogio at Via Trevisio	120-700-07	Residential	20	60000			2-5	52.2	
Salmon Falls Road Verizon		Arroyo Vista/ Lake Vista Lane		Commercial	1	0	85' Monopine	1	0-1		0
Saratoga Estates Subdivision	Z14-0007 / PD14-0006 / TM14-1520	Saratoga Way and Wilson Blvd, Connection to Iron Point in Folsom	120-070-02	Residential	317	951000	A request to Rezone property from Single-Unit Residential-Open Space (R1-OS) to Single-Unit Residential-Planned Development (R1-PD) and Open Space-Planned Development (OS-PD); A proposed Planned Development permit for the proposed 311-lot subdivision; and a Tentative Subdivision Map to construct a 317 unit single-family residential development. The detached residential units would be constructed on individual lots generally ranging between approximately 6,000 and 9,000 square feet, with the exception of several larger lots (up to 19,000 square feet) bordering the east site boundary. The project would extend Wilson Boulevard to Saratoga Way and extend Saratoga Way to Iron Point Road in Folsom. The project contains approximately 42 acres of public parks, landscaping, and open space. The property, identified by Assessor's Parcel Number 120-070-02, consists of 121.95 acres, and is located on the south side of Wilson Boulevard north of U.S. Highway 50, in the El Dorado Hills area.	121.95	5+	827.37	
Schaefer Gym (Rescue)	SUP 14-0002	1550 Old Ranch Rd	105-250-55	Commercial	1	3000	Gym 3,000 sq. ft.	4.43	0-1		5.454545455
Scott Parcel Split	P-07-0003	West Green Springs Rd.		Residential	2	3000			2-5	5.22	

Serrano J2 & J3, Lot H Extension	TM10-1498-E	Serrano	123-370-01, 123-280-10	Residential	0	0	TM10-1498-E – SERRANO VILLAGE J2 & J3, LOT H (Kirk Bone-Serrano Associates, LLC/Don McCormick-REY Engineers): A request to extend the expiration of the approved tentative subdivision map for a total of 6 1-year time extensions. The property, identified by Assessor's Parcel Numbers 123-370-01 and 123-280-10, consisting of 25 acres+/-, and is located on the north side of Serrano Parkway west of the intersection with Bass Lake Road, in the El Dorado Hills area.	25	0-1	0	
Serrano J5 & J6	SP13-0002 / Z13-0002 / PD13-0001 / TM13-1511	Bass Lake Rd at Sienna Ridge and Serrano Parkway	123-570-03, 123-570-04	Residential	148	444,000	A request for a Tentative Subdivision Map of 36 acre property totaling 148 detached residential lots, a 3-acre passive park, and nine landscape lots. Access to the site would be off Bass Lake Road and Sienna Ridge Drive. Public water and sewer would be provided by El Dorado Irrigation District. This Tentative Map is a revision to the approved map for a total of 204 residential lots and is an update to the original request for a total of 119 residential lots. The application includes a request for a Specific Plan Amendment changing the land use designation from Commercial to Residential and a rezone from Community Commercial-Planned Development to Single-Unit Residential-Planned Development (CC-PD TO R1 PD) of the westerly portion of Assessor's Parcel Number 123-570-03. The project also includes a Planned Development permit establishing a development for the Serrano Village J5/J6 Tentative Subdivision Map including modification to the Single-Unit Residential (R1) Development Standards (ie. setbacks, building coverage). This residential Tentative Subdivision Map is a part of the original El Dorado Hills Specific Plan for which an Environmental Impact Report (EIR) was adopted. The property, identified by Assessor's Parcel Numbers 123-570-03 and 123-570-04, consists of 36 acres, and is located on the east side of Bass Lake Road immediately east of the intersection with Serrano Parkway, in the El Dorado Hills area.	36	2-5	386.28	
Serrano J5 Public Park	SP15-0001 / PD 15-0002	Serrano/Bass Lake	123-570-01	Park	1	0	Park – four soccer fields	12	2-5		
Serrano K5		Green view		Residential	151	453000	homes		0-1	394.11	
Serrano K6		Greenview		Residential	74	222000	homes		0-1	193.14	
Serrano Village A14	PD 08-0004 / TM 08-1464	Russii Ranch Dead end.	122-590-01	Residential	55	165000	54 homes, 1 park	38.53	2-5	143.55	
Serrano Village C2	Z 08-0005 / TM 08-1465	Russii Ranch Dead end.	122-030-05, 122-130-14, 122-140-03, 122-580-27, 122-590-01	Residential	50	150000		121	2-5	130.5	
Serrano Village D1	Z08-0037 / PD 08-0024 / TM 08-1484	Meadow Wood/ Boundary Oaks Dr.	121-040-20, 27	Residential	65	195000		121	2-5	169.65	
Serrano Village J Lot H	TM14-1524 / PD14-0008	Serrano/Bass Lake	123-280-10, 123-370-01, 03	Residential	111	333000	PD14-0008/TM14-1524 – Serrano Village J – Lot H (Kirk Bone-Serrano Associates, LLC/Don McCormick-REY Engineers): A revision to approved tentative map and development plan from 83 clustered half plexunits to 111 detached lots ranging in size from 4,500 square feet to 11,205 square feet. The map includes five design waivers of road design and lot standards including modification of standard right-of-way width, sidewalk, road width radius and lot width. Through the planned development, the project includes modification to one-family residential district (R1) standards including maximum lot coverage and minimum lot size. The proposed subdivision is a part of the adopted El Dorado Hills Specific Plan for which an Environmental Impact Report (EIR), which analyzed and mitigated identified environmental impacts, has been certified. The property, identified by Assessor's Parcel Numbers 123-370-01 and 123-280-10, consists of 25 acres+/-, and is located on the northeast corner of Serrano Parkway and Greenview Drive, in the El Dorado Hills area.	25	2-5	289.71	
Serrano Westside		Near Raley's/ Serrano Parkway	120-160-03, 121-120-22, 121-040-20, 29, 31	Residential	763	2289000	640 multi-family units, 123 single family, 50,000 sq.ft. commercial	105	5+	1991.43	
Silva Valley Parkway Class I/II Bike Path		On Silva Valley between Harvard and Green Valley		Bike Path	1	0	1.1 miles of a Class I multi-use path along the east side of Silva Valley Parkway from Harvard Way to Appian Way and a Class II bike lane on the southbound side of the road from Appian Way to Harvard Way and approximately 0.9 mile of a Class II bike lane on both sides of Silva Valley Parkway from Appian Way to Green Valley Road.	0	2-5		
Silver Spring Pkwy & Bass Lake Road connection	CIP Project #76108	Between Green Valley Rd & Bass Lake Rd.	115-003-003, -004, -015, 016; 115-031-003, -023	Road	1	0	Adding road length to Silver Springs to connect Green Valley Rd. to Bass Lake Rd.		0-1		
Silver Springs (RES)	TM 97-1330	Silver Springs/Green Valley	103-010-02, 103-020-09 and 103-020-10	Residential	245	735000		245	2-5	639.45	
Springs Equestrian Center (RES)	Z04-0015/ SUP 01-0011/ P08-0036	Deer Valley and Green Valley Road	115-410-05	Commercial	1	179740	2 covered arenas 45,000 sq. Ft. each, 420 horse stall barns, Fenced riding area, 12,000 commercial store, Camping	146.42	2-5		326.8
Summer Brook (Rescue)	A07-0005/ Z07-0012/ PD07-0007/ TM07-1440	Green Valley near Deer Valley	102-210-12, 102-220-13	Residential	29	87000		90.3 acres	2-5	75.69	



EL DORADO HILLS FIRE DEPARTMENT

VEHICLE REPORT
OCTOBER 2016

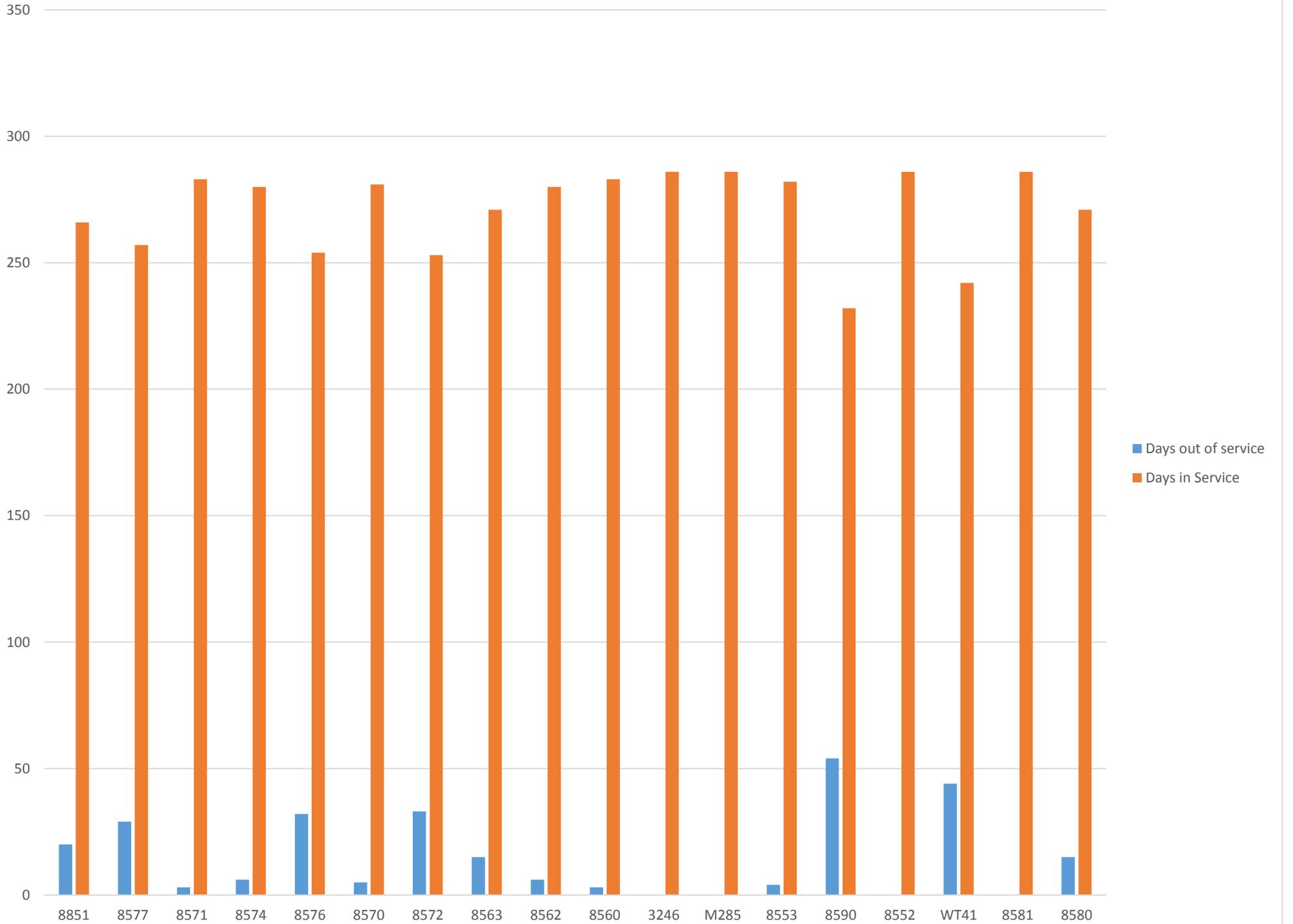
“YOUR SAFETY ... OUR COMMITMENT”

Days In/Out of Service

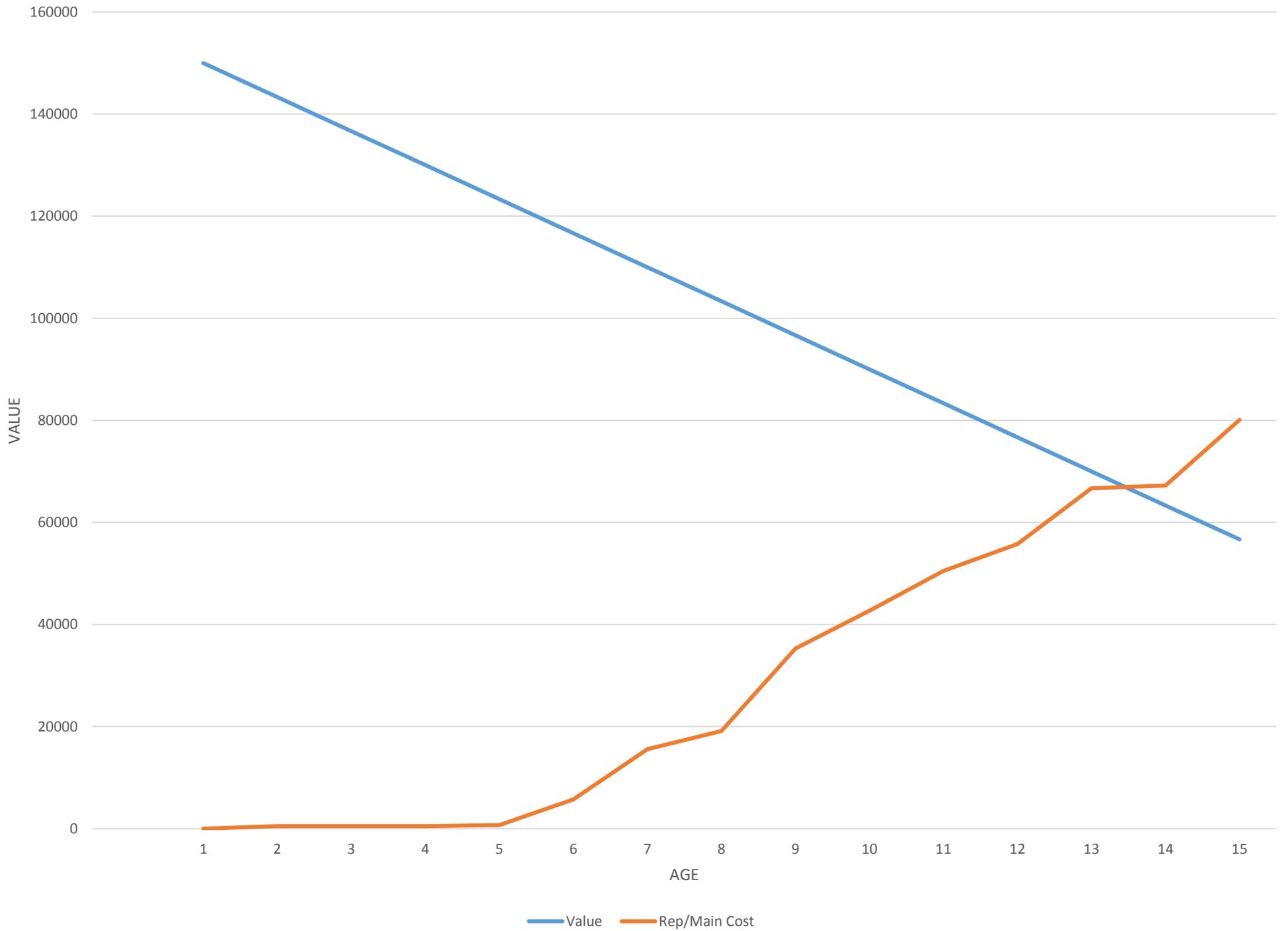
Vehicle Assessment

- Age, Value, Cost
- Vehicles Included:
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 - Engine 285
 - Engine 85
 - Engine 86
 - Engine 87
 - Engine 286
 - Engine 387
 - Engine 386
 - Engine 84
 - Engine 391
 - P91
 - T85
 - S 91 Type 6
 - Water Tender 92

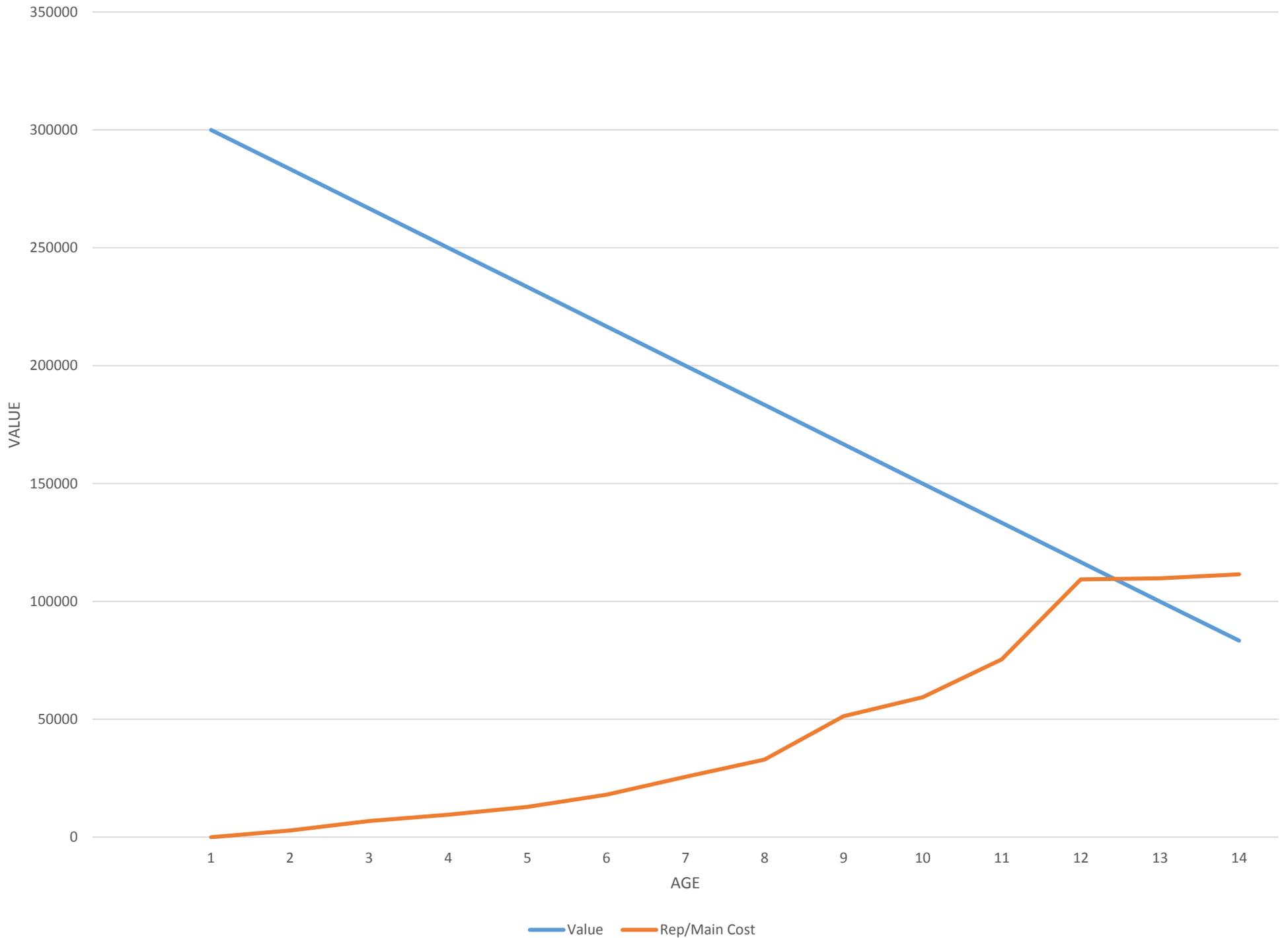
Days in/Out of Service



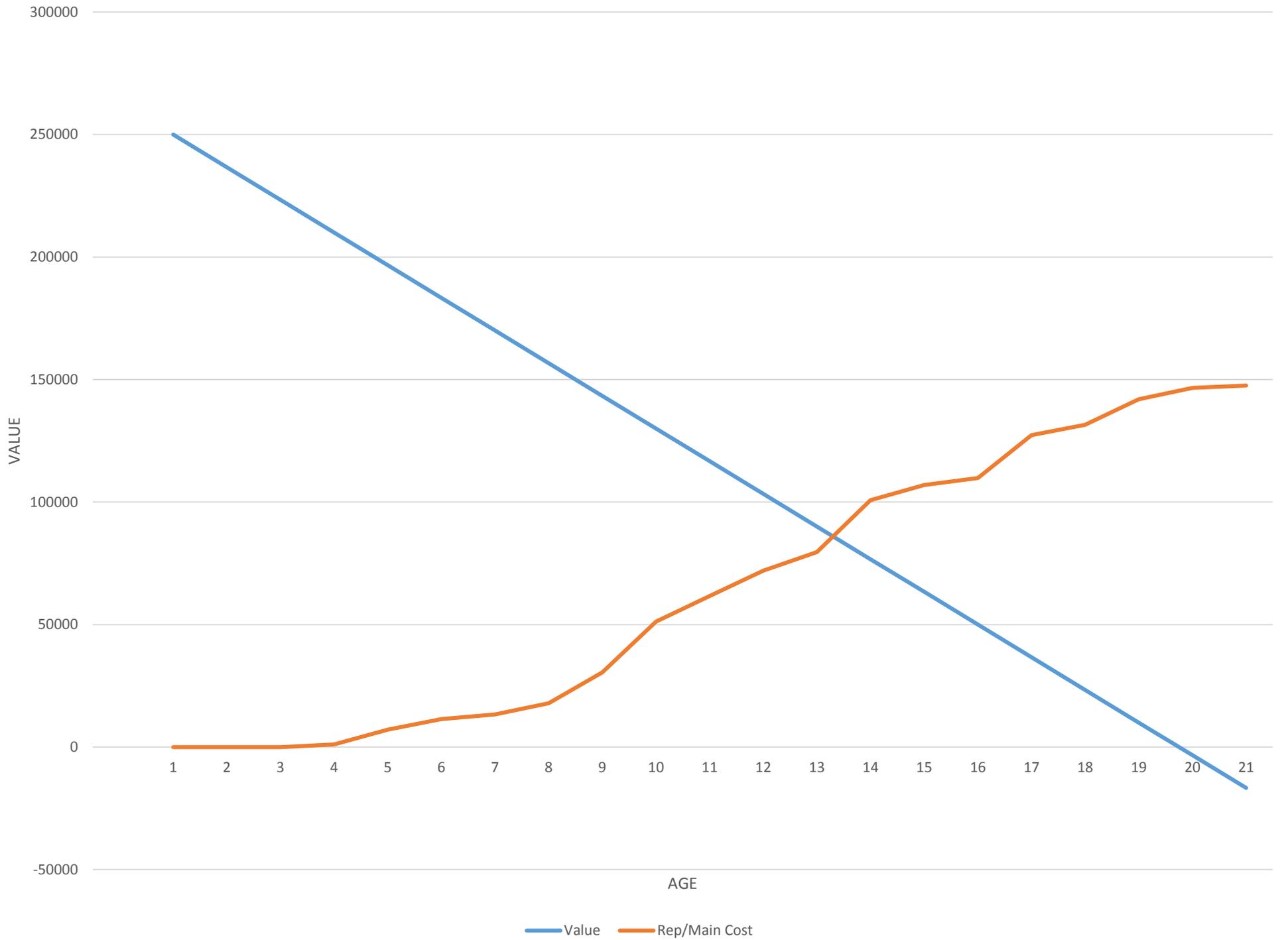
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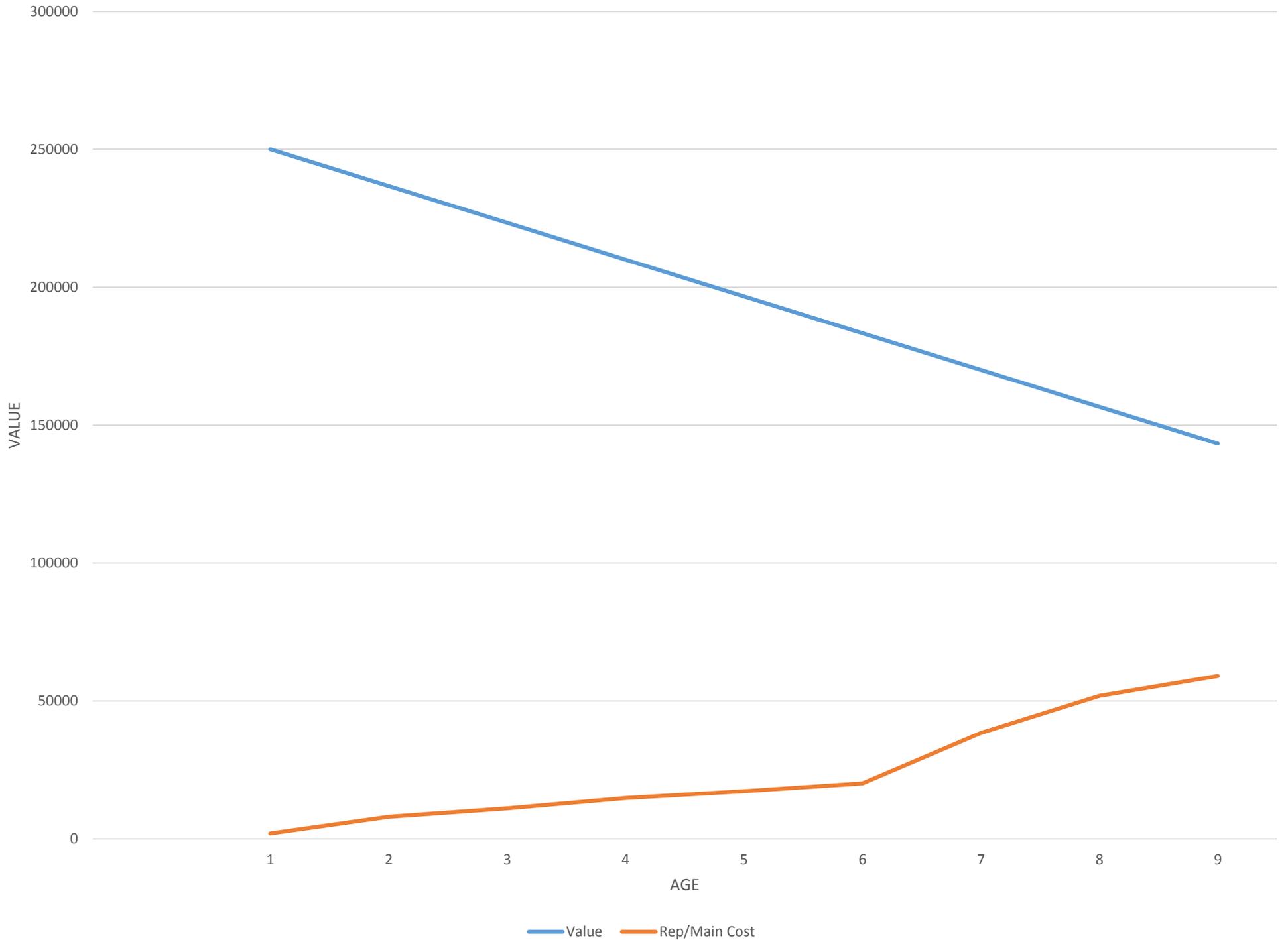
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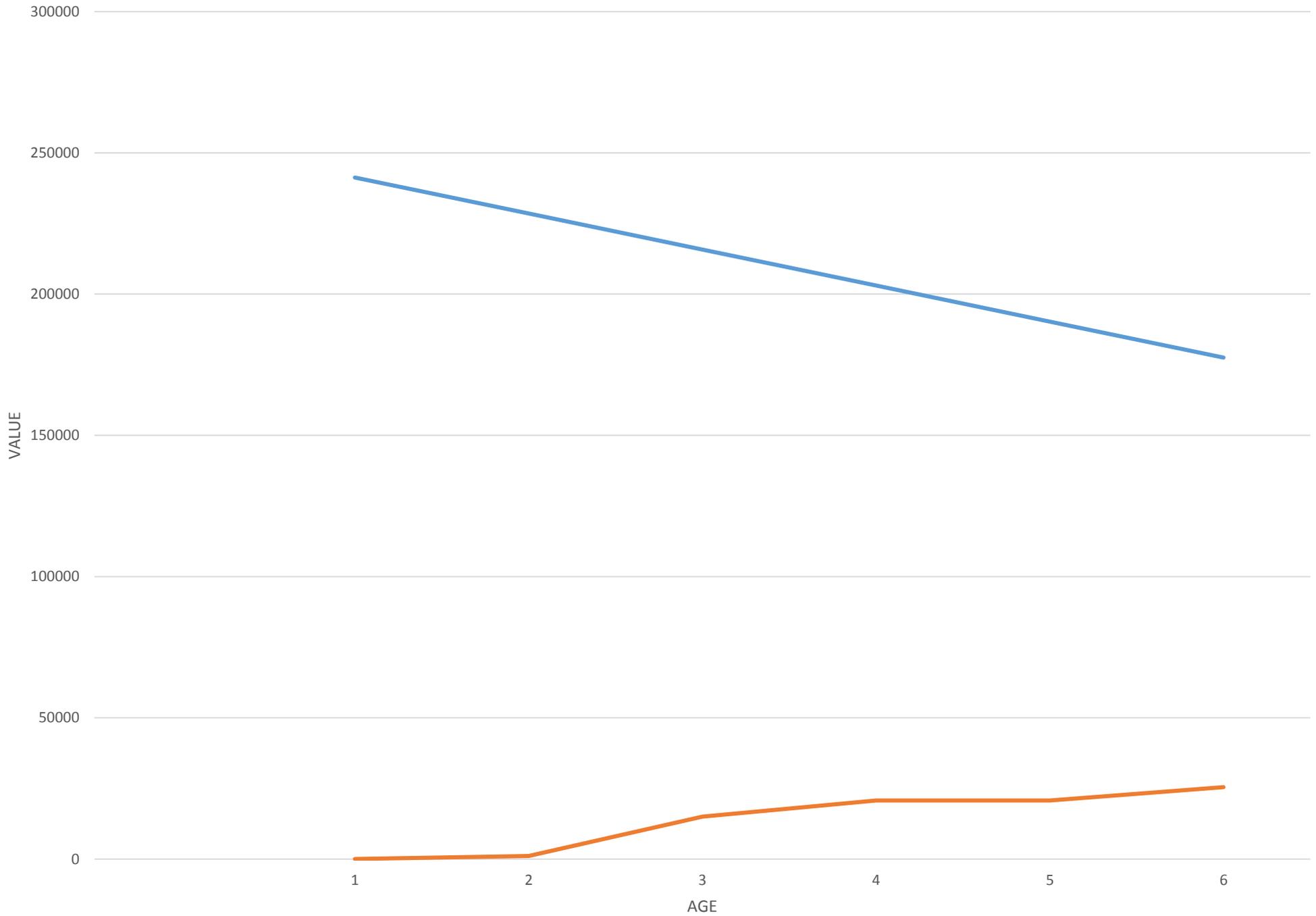
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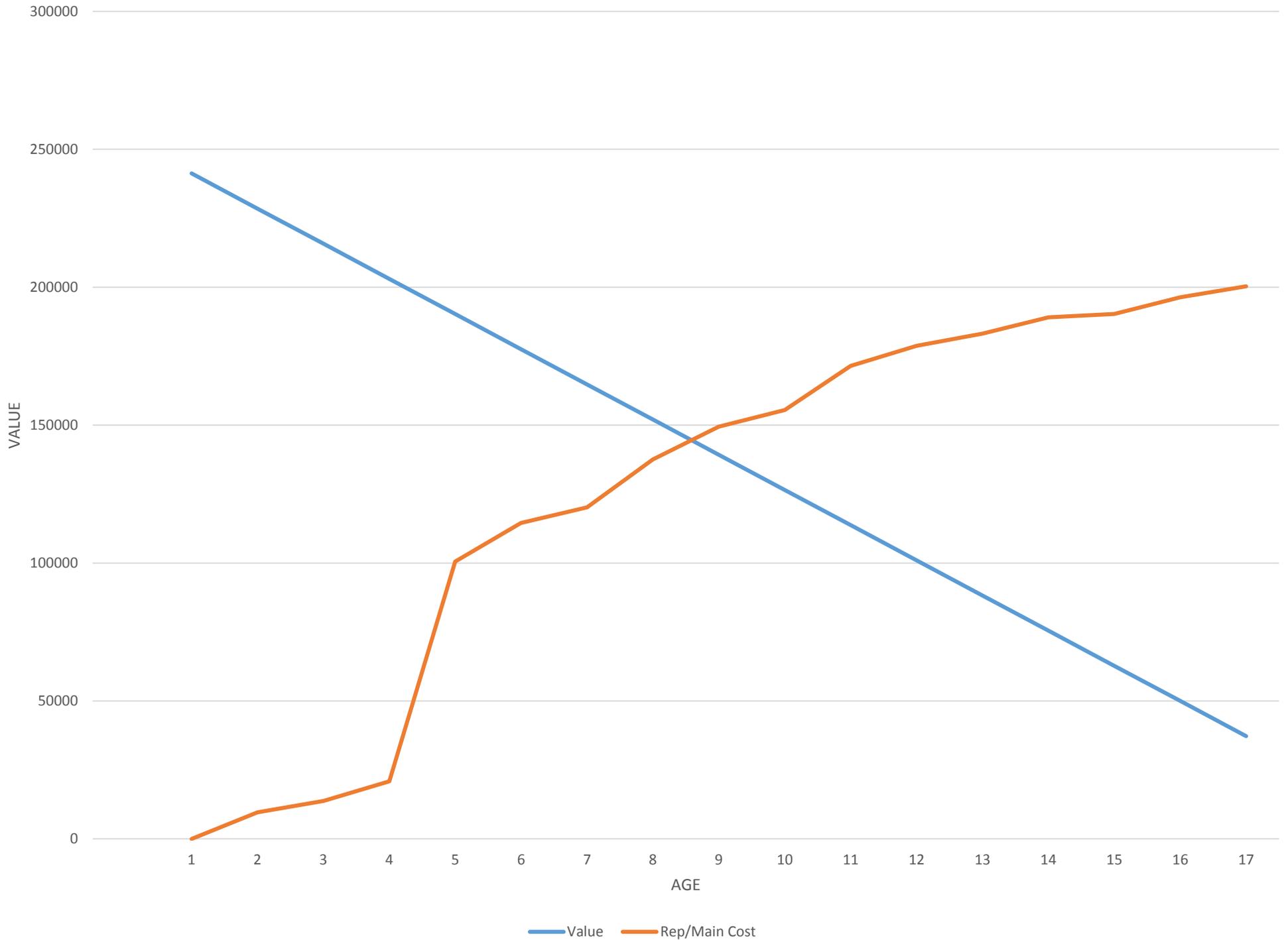


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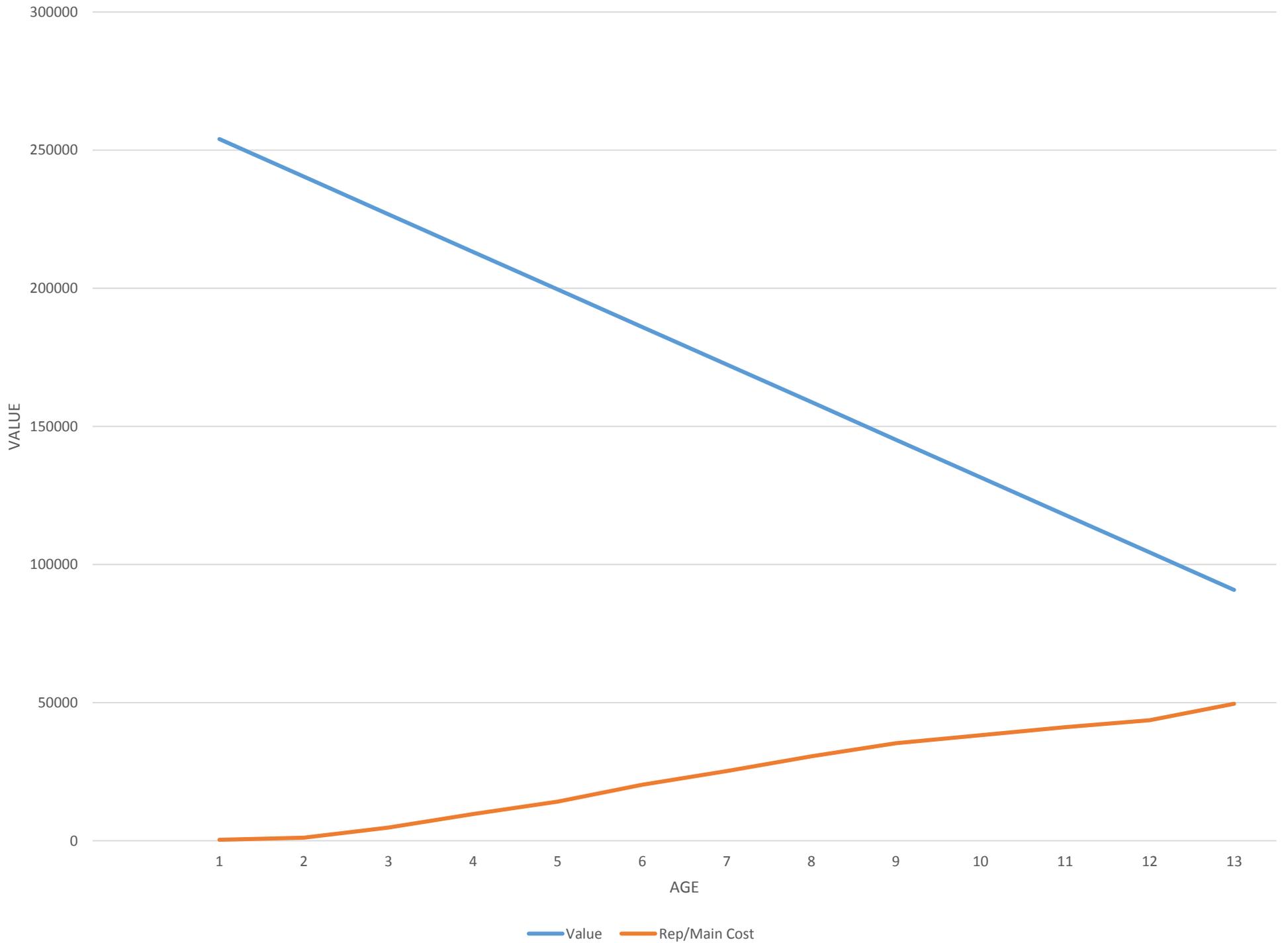


Value Rep/Main Cost

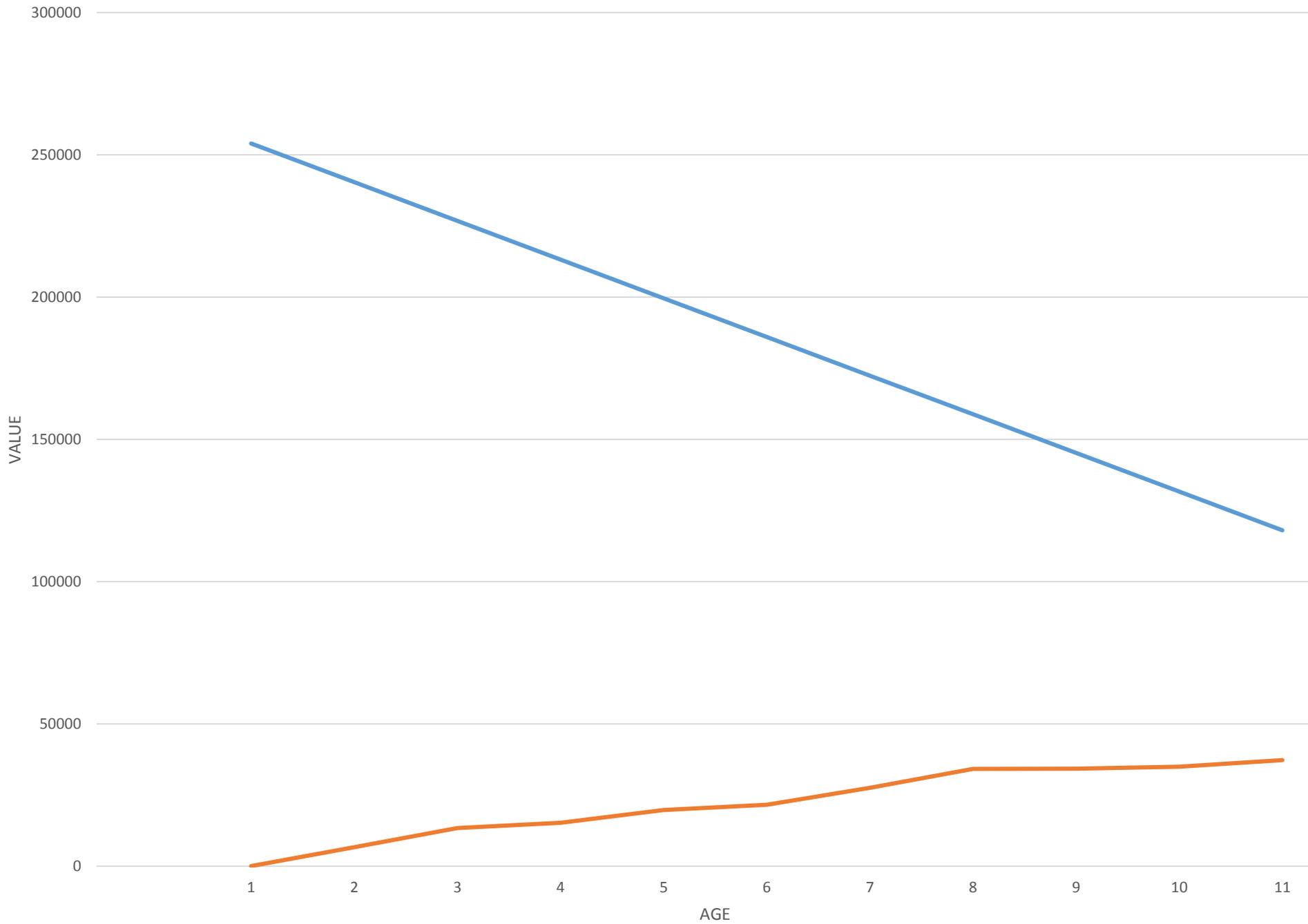
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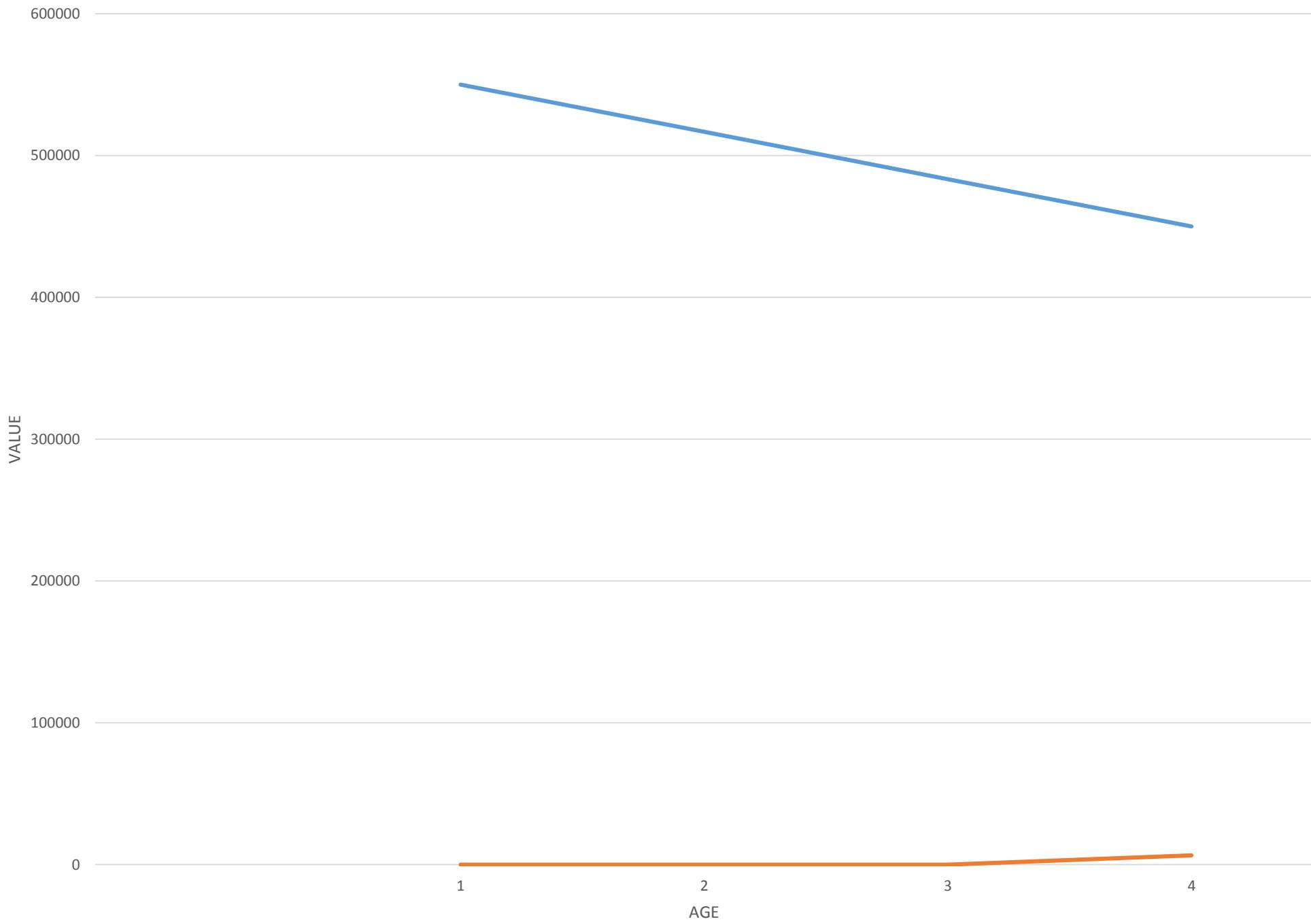


8563 (E386)



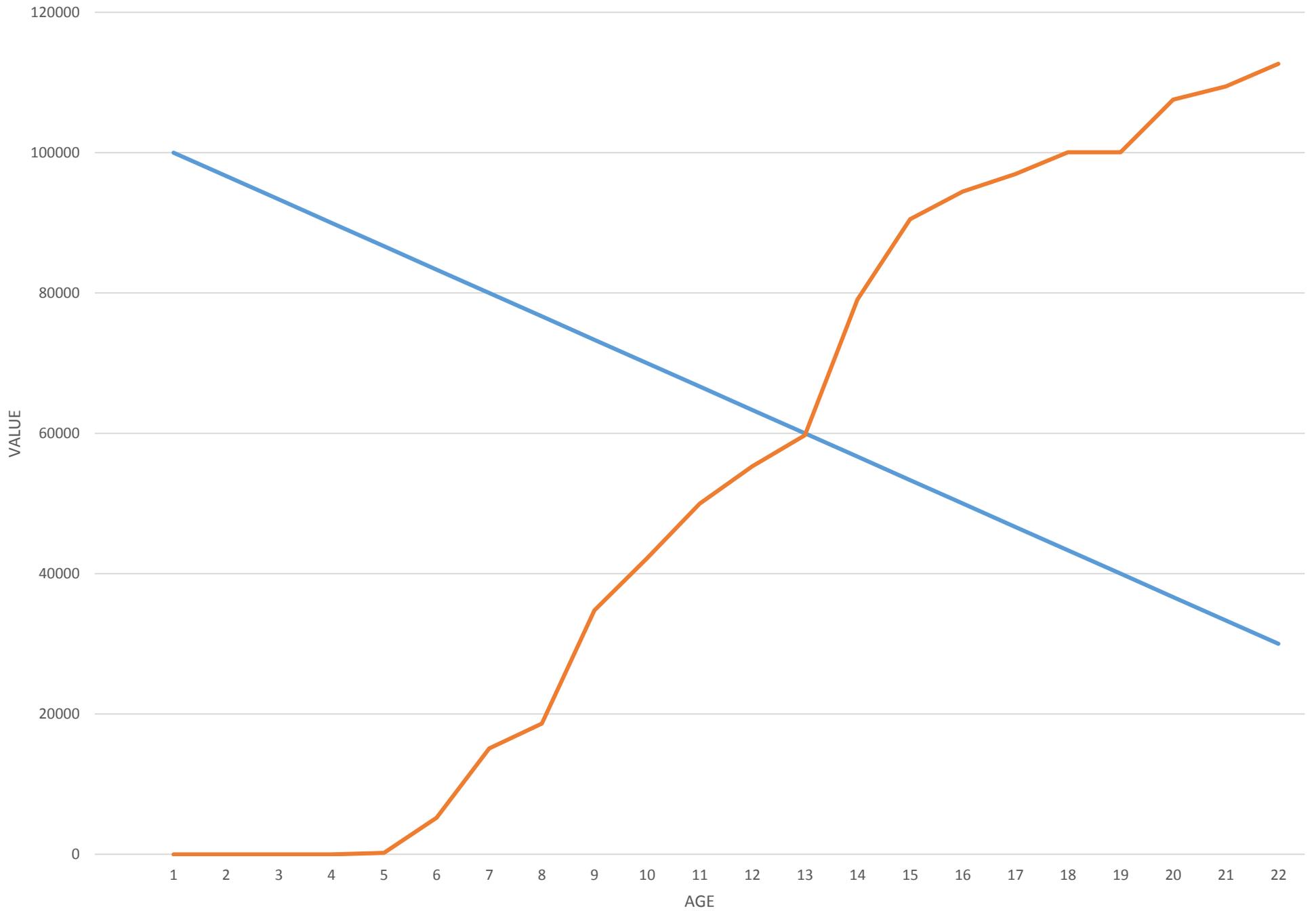
Value Rep/Main Cost

8577 (E84)



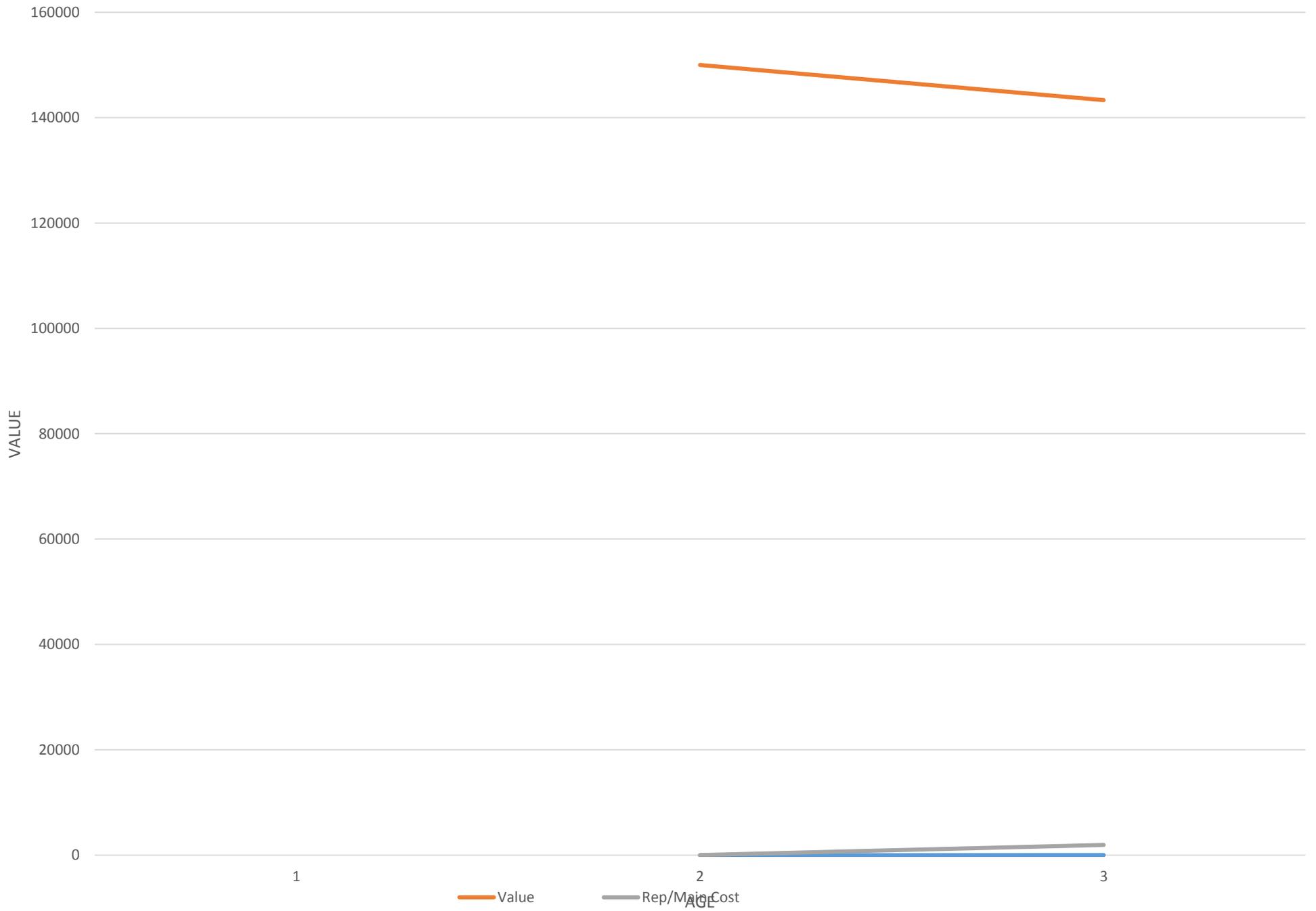
Value Rep/Main Cost

8560 (E391)

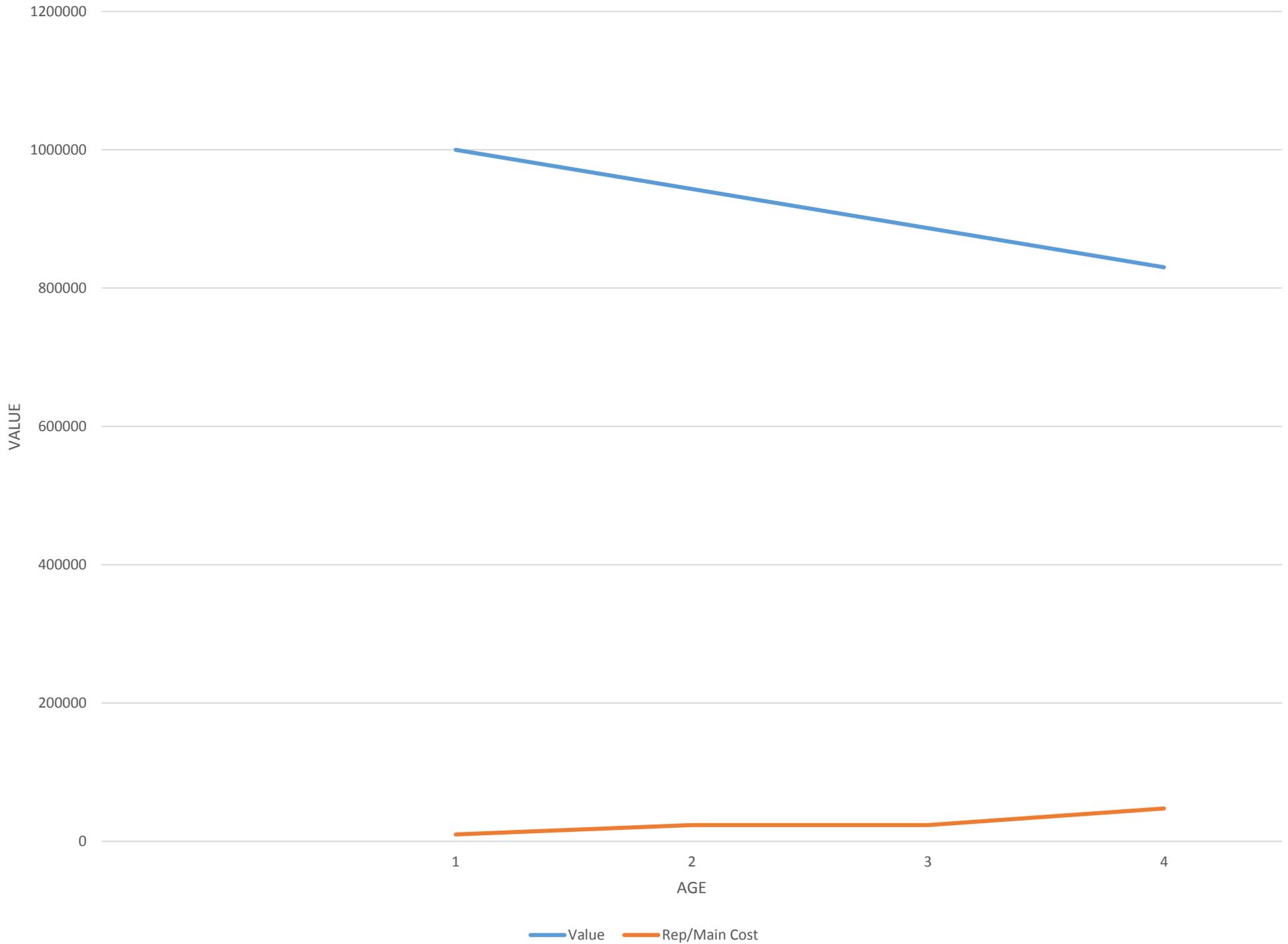


Value Rep/Main Cost

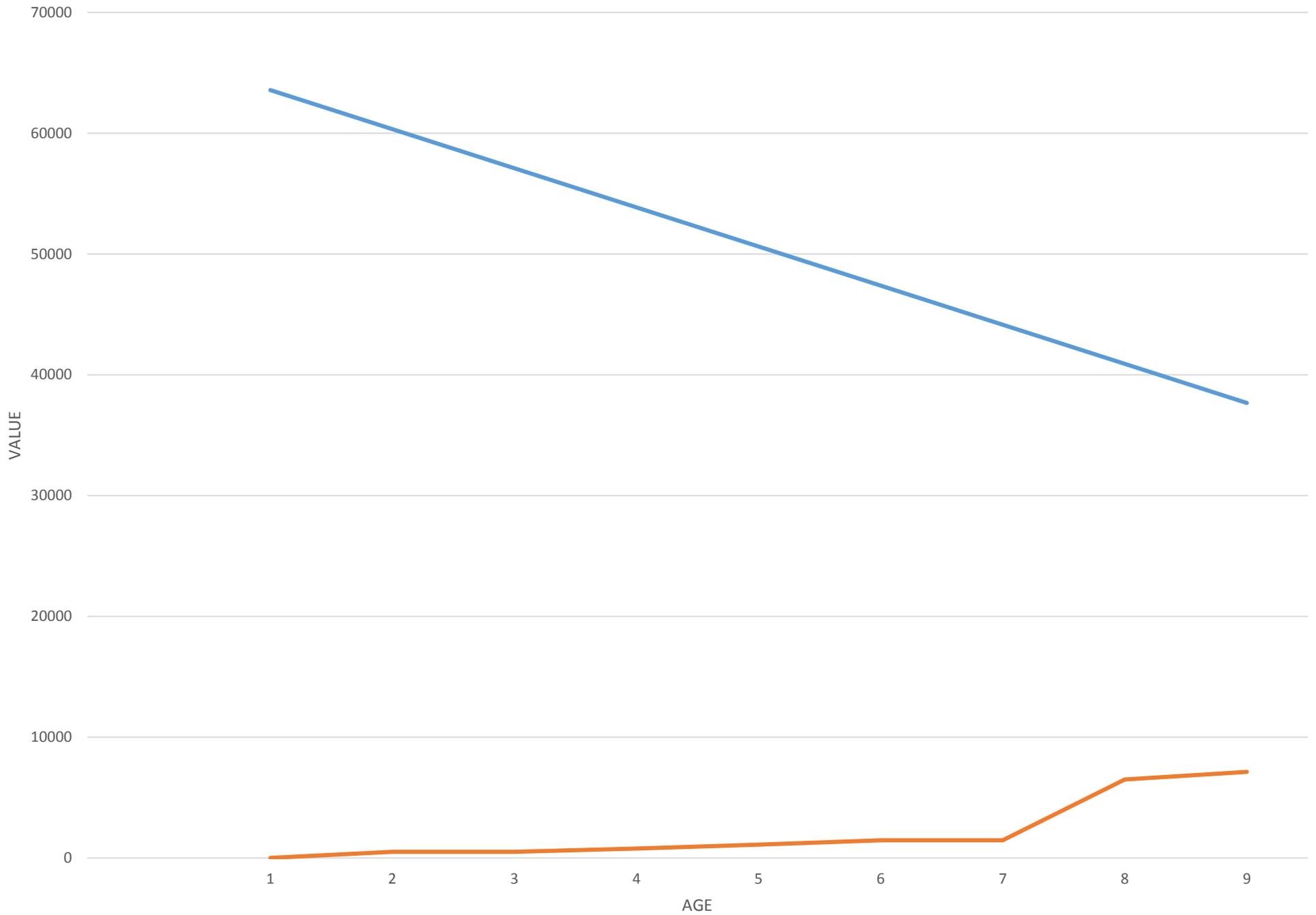
8553 (P91)



8590 (T85)

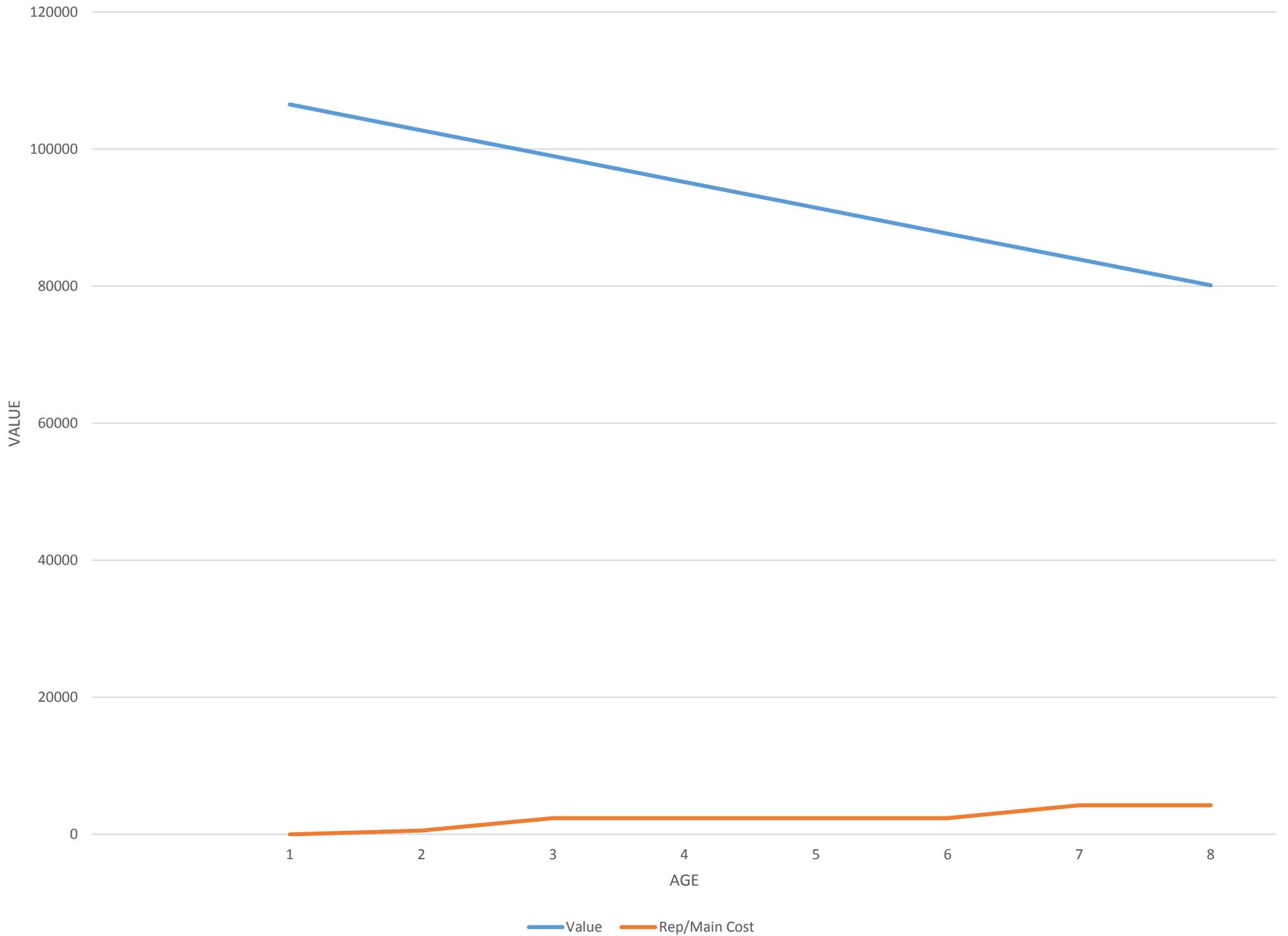


8552 (S91)

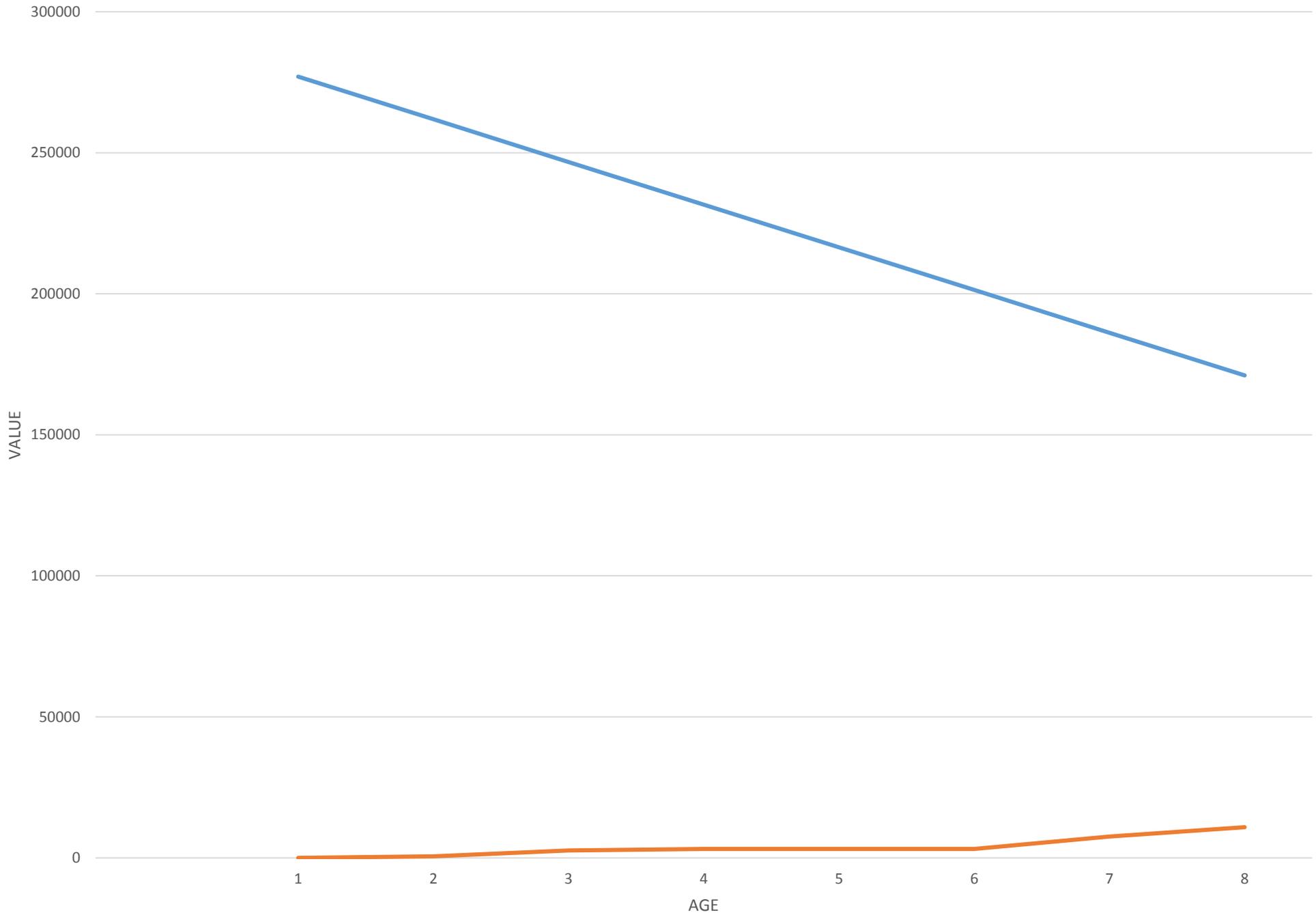


Value Rep/Main Cost

8581 (WT91)



8580 (WT92)



Value Rep/Main Cost

Cardiac Monitor Replacement

Summary:

El Dorado Hills Fire Department has been utilizing ZOLL cardiac monitors for the last 17 years. These Monitors are a critical piece of emergency medical equipment utilized for patient diagnosis which is paramount in determining the proper treatment protocols and appropriate patient transport destination. The Zoll product has served us extremely well over the years, but have now reached well past their predicted life span, and are no longer being supported by the manufacturer. This means that any of our 17-year-old units needing parts or maintenance will now be considered beyond economical repair (BER)

Additionally, the new standard of care recommends the ability to perform a 12 lead analysis of cardiac activity. We currently do not have this ability. With the purchase of new monitors, we will be able increase our level of care for cardiac related emergencies.

The two well established cardiac monitor manufacturers are ZOLL and Physio. Our staff had the opportunity to examine both options in a real life setting as well as during training scenarios. We have selected ZOLL for the following reasons.

- Solid history of reliability and customer service for the last 17 years
- Smaller and lighter than the competition
- Mercy Folsom ER utilizing ZOLL (ease with compatibility)
- On-site deployment training provided by ZOLL

Fiscal Impact:

Cost- \$322,120.00 – One Time Cost

\$1000.00 – Annually for incidentals – First Five Years

After 5 years-consider purchasing another maintenance warranty

Supply Cost- All disposable supplies paid for by JPA

- **NOTE:** This item has already been approved in the 2016/2017 Budget for up to \$345,000.00, but due to our ability to purchase concurrent with the LA County Fire Department RFP, and benefit from that large group purchase our actual cost is significantly less than the budgeted amount.

Staff Recommendation:

Staff recommend we purchase 10 ZOLL X Series cardiac monitors.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978.421.9655 (main)
978.421.0025 (fax)
www.zoll.com

10/18/2016

Robyn MacKenzie, Paramedic
El Dorado Hills Fire Department
1050 Wilson Boulevard
El Dorado Hills, CA 95762

Dear Robyn:

We appreciate your selection of ZOLL® products for El Dorado Hills Fire Department. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts was awarded the LA County, CA - EMS Defibrillator Contract. The contract number is MA-IS-1540197-1 and is valid from 3/20/2015 through 3/31/2018. This was a competitively bid contract and allows for other municipalities and departments to buy off the contract at the included prices, terms and conditions.

We acknowledge that El Dorado Hills FD would like to utilize this contract and ZOLL® is in agreement to allow such utilization. We ask that you complete the attached acknowledgement form and return for price activation.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9185 or via email at jcurran@zoll.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Curran". The signature is fluid and cursive, written over a white background.

Jennifer Curran
Contracts Manager

ACKNOWLEDGMENT FORM
LA COUNTY CA
Contract No. MA-IS-1540197-1

This sign form is to acknowledge that the El Dorado Hills Fire Department located at 1050 Wilson Boulevard, El Dorado Hills, CA 95762, as of the date of this request, would like to access the LA County Contract # MA-IS-1540197-1. This contract is effective 03/20/2015 through 3/31/2018 with ZOLL Medical Corporation. As per the purchasing agreement included therein, by signing this request, I am certifying that I am a person authorized to bind the agency, and by doing so agree to accept all terms and conditions as stated within said contract.

AGENCY NAME:

El Dorado Hills Fire Department

Date:

By:

Name:

Title:

MA-15-1540197

SR 15001422

	REQUEST FOR BID	SOLICITATION : RFB-IS-15200475-1
	INTERNAL SERVICES DEPARTMENT	BID DUE: 12/22/14 12:00:00 PM
Vendor No. : 03737401 ZOLL Medical Corp.		RETURN BID TO ADDRESS BELOW INTERNAL SERVICES DEPARTMENT ISD CENTRAL PURCHASING 1100 N EASTERN AVENUE RM 103 BID ROOM 1ST FLOOR LOS ANGELES CA 90063
<div style="border: 1px solid black; width: 300px; height: 100px; margin: 10px auto;"></div>		BUYER : Connie Fu BUYER PHONE : 323-267-2217 DATE ISSUED : 12/01/14 REQ. DEPARTMENT : IS AGENCY REQ. NO. : MONITOR REQ. NO. : FISCAL YEAR : SCHEDULED BEGIN DATE : SCHEDULED END DATE : NUMBER OF COMMODITY LINES : 27 PROCUREMENT FOLDER : 851301

MONITOR-CARDIAC-DEFIBRILLATOR - MANDATORY BIDDERS CONFERENCE

TO BE COMPLETED BY VENDOR

- DELIVERY WILL BE MADE IN 60-90 THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
- CASH DISCOUNT _____ \$ net 30 DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
- BID BOND ATTACHED: _____ CERTIFIED CHECK ATTACHED: _____ OTHER ATTACHMENTS: _____
- BID REFERENCE NUMBER: _____ (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
- PLEASE REMOVE FROM THIS COMMODITY CODE: _____
- FEIN OR SOCIAL SECURITY# REQUIRED: 04-2711626

** IMPORTANT **

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER: 800-348-9011	TITLE: Senior Account Executive	DATE: 12-17-14
SIGNATURE OF BIDDER: (MUST BE SIGNED) <i>Brynn Paulk / RW</i>		

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200475-1	
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COMPANY NAME : ZOLL Medical Corporation.	BID DUE: 12/22/14 12:00:00 PM	PAGE 2
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1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the responses will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.
2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.
3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.
4. Bid each item separately. Prices must be stated in units specified hereon.
5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.
6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.
7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.
8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.
9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.
10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.
11. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.
12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.
13. County shall not return bids for change/correction after receipt.
14. Insurance, surety and performance bonds shall be in the amounts set forth hereon.
15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.
16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.
17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for 3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.
18. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200475-1	
COMPANY NAME : ZOLL Medical Corp.	BID DUE: 12/22/14 12:00:00 PM	PAGE 3
<p>19. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.</p> <p>20. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.</p> <p>21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.</p> <p>22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).</p> <p>23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.</p> <p>24. County reserves the right to negotiate price, terms and conditions with the selected vendor.</p> <p>25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.</p> <p>26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.</p> <p>27. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.</p> <p>28. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.</p> <p>29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.</p> <p>30. Bidders are reminded to thoroughly review all solicitation documents.</p> <p>31. Prior to bid award, County reserves the right to request clarification of any bid.</p> <p>32. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.</p> <p>33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm.</p> <p>34. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</p> <p>35. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p>36. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.</p> <p>37. Bidders/Proposers Adherence to County's Child Support Compliance Program Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202)</p> <p>38. Time Off for Voting The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.</p>		

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COMPANY NAME : ZOLL Medical Corp.	BID DUE: 12/22/14 12:00:00 PM	PAGE 4

ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:
TERMS AND CONDITIONS OF PURCHASE

1. **CONDITIONS OF PURCHASE;** This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES;** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.
5. **PAYMENT TERMS:** Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges, Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES;** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.
7. **CANCELLATION;** Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.
8. **HAZARDOUS MATERIALS:** Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.
9. **COVENANT AGAINST GRATUITIES:** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.
10. **CONFLICT OF INTEREST:**
 - 10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.
 - 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
11. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
12. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200475-1	
COMPANY NAME : ZOLL Medical Corp.	BID DUE: 12/22/14 12:00:00 PM	PAGE 5

13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE; Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-15200475-1	
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COMPANY NAME : ZOLL Medical Corp.	BID DUE: 12/22/14 12:00:00 PM	PAGE 6
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24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

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32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm
or
Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes No

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VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Small Business website at: <http://www.laosb.org>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

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Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov> Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: ZOLL Medical Corp.

I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission

I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: _____

My Commercial and Government Entity (CAGE) code is: _____

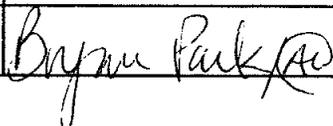
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CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date
N/A					

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Bryan Pank	<i>Bryan Pank</i> 	Senior Account Executive	12-17-14

STANDARD TERMS & CONDITIONS

REQUEST FOR BID

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COMPANY NAME :

ZOLL Medical Corp.

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PROHIBITION AGAINST USE OF CHILD LABOR

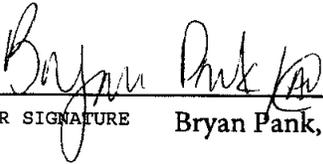
I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

VENDOR SIGNATURE



Bryan Pank, Senior Account Executive

DATE

12-17-14

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LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

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JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lessor number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: <u>ZOLL Medical Corp.</u>		
Company Address: <u>269 Mill Road</u>		
city: <u>Chelmsford</u>	State: <u>MA</u>	Zip: <u>01824</u>
Telephone Number: <u>800-348-9011</u>		
Solicitation for (Type of Goods or Services): <u>RFB-IS-15200475-1</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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Part II: Certification of Compliance



My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Bryan Pank

Title: Senior Account Executive

Signature : *Bryan Pank*

Date : 12-17-14

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PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

- NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.
- YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

ZOLL Medical Corp.

Printed Name of Vendor or Contractor

Bryan Pank

Printed Name of Responsible Manager

Bryan Pank
Signature

12-17-14
Date

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CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>Bryan Pank</u>	<u>800-348-9011</u>
<u>John Bergeron</u>	<u>800-348-9011</u>
_____	_____

NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

ZOLL Medical Corp.

Name of Firm

John Bergeron

Vice President and Coporate Tresurer

Print Name of Signer

Title

Signature

Date



12/17/14

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

YES NO _____ years experience, within the last _____ years

YES NO Willingness to consider hiring GAIN/GROW participant

YES NO Complies with the County's Child Support Compliance

YES NO Certifies intent to comply with County's Jury Service Program

YES NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:

ZOLL Medical Corp.

Address:

269 Mill Road

Chelmsford, MA 01824

E-mail: BPank@zoll.com Telephone Number: 800-348-9011 or cell: 617-901-6565

Fax number: 978-421-0005

On behalf of ZOLL Medical Corp. (Proposer's name), I John Bergeron (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Vice President and Corporate Treasurer

Title

Date

12/17/14

04-2711626

Internal Revenue Service
Employer Identification Number

California Business License Number

03737401

County Vendor Number

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OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

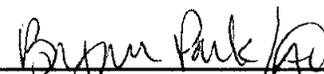
County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

ZOLL Medical Corp.

Vendor's Company

269 Mill Road	Chelmsford	MA 01824
Address	City	State & Zip Code

Bryan Pank		12-17-14
Printed Name	Signature	Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

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Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing Agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

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Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at

<http://ordlink.com/codes/lacounty/index.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;
- To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and
- The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: ZOLL Medical Corp.	
PRINT NAME: Bryan Pank	TITLE: Senior Account Executive
SIGNATURE: 	DATE: 12-17-14

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SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the **SBE Subcontractor Information Form** @ <http://doingbusiness.lacounty.gov/SBESubcontractorInformationForm.PDF>. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The **Final Report of Subcontracting Form** @ <http://doingbusiness.lacounty.gov/FinalReportofSubcontractingForm.PDF> a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the **Final Report of Subcontracting and Purchases Form** within fifteen (15) working days.

If the award is a one year or more agreement, the **Final Report of Subcontracting and Purchases Form** shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The **Final Report of Subcontracting and Purchases Form** shall be submitted to the Office of Small Business at:
Debbie Cabreira-Johnson
Office of Small Business
1100 N Eastern Ave 1st Floor
Los Angeles, CA 90063
DCabreira@isd.lacounty.gov

ELECTRONIC CATALOG

If required by County, the awarded vendor will submit a catalog of its entire product offering in an *electronic format*. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG Clause which may be found at the website indicated below. Such submission shall be within the time frame to be determined by the County in its sole discretion.

http://doingbusiness.lacounty.gov/terms_and_conditions.htm

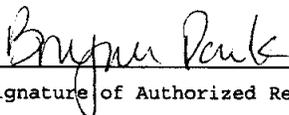
If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

ZOLL Medical Corp.

Name of Company

Bryan Pank

Name of Authorized Vendor Representative



Signature of Authorized Representative

12-17-14

Date

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**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dqs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: ZOLL Medical Corp.	County Webven No.: 03737401
Print Name: Bryan Pank	Title: Seenior Account Executive
Signature: <i>Bryan Pank</i>	Date: 12-17-14

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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QUOTATIONS ARE REQUESTED FOR OUR REQUIREMENTS AS LISTED HEREIN, FURNISHED AS NEEDED FOR A PERIOD OF THREE (3) YEARS, RENEWABLE FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (PAGE 2, PARAGRAPH 13) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN SIXTY (60) CALENDAR DAYS AFTER OPENING.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # _____
CERTIFICATE OF REGISTRATION # C2537877

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

QUOTATION MUST STATE DEFINITELY MANUFACTURER'S BRAND NAME AND NUMBER, AND PACKAGING OFFERED.

OUR TOTAL CONSUMPTION FOR THE PAST YEAR, AS SHOWN IN THE QUANTITY COLUMN, IS GIVEN FOR INFORMATION ONLY, AND WE GUARANTEE NO MINIMUM QUANTITY; HOWEVER, REQUESTS EXCEEDING REQUIREMENTS STATED HEREIN BY MORE THAN 10% SHALL BE SUBJECT TO ACCEPTANCE BY THE SUPPLIER AND/OR SUBJECT TO REBID BY THE COUNTY OF LOS ANGELES.

QUOTE F.O.B. DELIVERED.
FREIGHT PREPAID AND ALLOWED
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)
COUNTY: TAKES OWNERSHIP AT DESTINATION

SUBMIT DESCRIPTIVE LITERATURE WITH YOUR BID. BIDS WHICH ARE NOT ACCOMPANIED BY LITERATURE COVERING THE ITEMS YOU OFFER MAY NOT BE CONSIDERED.

UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, THAT PRICES QUOTED ARE MAXIMUM.

ALTERNATE OFFERS
BIDDERS OFFERING ALTERNATE BRANDS MUST FURNISH WITH THEIR BID A CROSS-INDEX LISTING SHOWING THE SPECIFIED BRAND ITEM NUMBERS AND THEIR EQUIVALENT ALTERNATE ITEM NUMBERS. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID OFFER.

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS

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SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY OFFER THAT DOES NOT FULLY COMPLY WITH THE INSTRUCTIONS REGARDING FILLING OUT THE SPECIFICATION SHEET AND/OR FAILS TO RETURN FILLED OUT SPECIFICATION SHEET.

MATERIAL MUST MEET SPECIFICATION. IN CASE YOU OFFER SUB-SPECIFICATION DELIVERIES, SAME WILL BE REJECTED AND COST OF ANALYSIS AND LOSS OR DAMAGE TO THE COUNTY WILL BE FOR YOUR ACCOUNT.

RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH WE HAVE NO RECORD.

MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

DEMONSTRATION: IF REQUIRED, BIDDER MUST FURNISH A MACHINE AND OPERATOR FOR A COMPLETE DEMONSTRATION AT COUNTY INSTITUTIONS UNDER ACTUAL WORKING CONDITIONS.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

SHOW YOUR FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDERS:

MAIL PURCHASE ORDER TO 269 Mill Road
Chelmsford, MA 01824

TELEPHONE NUMBER 800-348-9011
TOLL FREE NUMBER PREFERRED.

UTILIZATION RECAPITULATION REPORT:

120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON PARTS..... 1 year
ON LABOR..... 1 year

WHICH OF THE FOLLOWING AGENCIES HAVE APPROVED YOUR PRODUCT? FAILURE TO SUPPLY NAME OF APPROVING AGENCY MAY BE CAUSE FOR REJECTION OF YOUR OFFER.

UNDERWRITERS LABORATORIES (UL).....YES X NO _____
LOS ANGELES CITY TESTING LABORATORY.....YES _____ NO X
FACTORY MUTUAL CORPORATION.....YES _____ NO X
ETL TESTING LABORATORIES, INC.....YES X NO _____
CANADIAN STANDARDS ASSOCIATION.....YES X NO _____

IN THE EVENT YOUR PRODUCT IS NOT APPROVED BY ANY OF THE ABOVE AGENCIES, WILL YOU, AS A PART OF YOUR BID PRICE, SUBMIT YOUR PRODUCT TO ONE OF THOSE AGENCIES FOR APPROVAL?..YES _____ NO N/A

IN ANSWERING YES, YOU AGREE TO SUBMIT YOUR PRODUCT TO ONE OF THE ABOVE AGENCIES FOR APPROVAL WITHIN TEN (10) DAYS AFTER RECEIPT OF A PURCHASE ORDER FROM THE COUNTY OF LOS ANGELES. A COPY OF SUCH APPLICATION AND SUBSEQUENT APPROVAL IS TO BE SUBMITTED TO THE PURCHASING AND CENTRAL SERVICES DEPARTMENT IMMEDIATELY UPON ISSUANCE, IDENTIFYING THE APPLICABLE PURCHASE ORDER NUMBER AND DEPUTY PURCHASING AGENT. FAILURE TO OBTAIN APPROVAL BY ONE OF

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THE ABOVE AGENCIES WITHIN SIXTY (60) DAYS SHALL RELIEVE THE COUNTY OF ANY RESPONSIBILITY FOR PURCHASE ORDER FULFILMENT IN NO EVENT SHALL ANY EQUIPMENT BE SHIPPED PRIOR TO OBTAINING THE REQUIRED APPROVAL(S).

INSURANCE COVERAGE REQUIREMENTS;
GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
GENERAL AGGREGATE: \$2 MILLION
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION
PERSONAL AND ADVERTISING INJURY: \$1 MILLION
EACH OCCURENCE: \$1 MILLION

AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIBILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL 'OWNED' 'HIRED' AND 'NON-OWNED' VEHICLES, OR COVERAGE FOR 'ANY AUTO'.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
EACH ACCIDENT: \$1 MILLION
DISEASE - POLICY LIMIT: \$1 MILLION
DISEASE - EACH EMPLOYEE: \$1 MILLION

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS
INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE

PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN:

SOLICITATION/CONTRACT #

COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM #G115
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:

- (1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
- (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
- (3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.

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COMPANY NAME : ZOLL Medical Corp.	BID DUE: 12/22/14 12:00:00 PM	PAGE 30
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(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.

(5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.

INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.

FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND SUBSEQUENT AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE.

NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:

(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER SUBSEQUENT AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.

(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER SUBSEQUENT AGREEMENT.

(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF SUBSEQUENT AGREEMENT.

COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER SUBSEQUENT AGREEMENT MEET THE INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT BY EITHER:

(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTOR, OR

(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")- Business Associate

Business Associate - Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access

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to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in the "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")" in order to provide those services. The County and the Contractor therefore agree to the terms of EXHIBIT A, "Business Associate under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")"

UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. BIDDER SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.

COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE SELECTED VENDOR.

AUTHORIZATION WARRANTY

CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.

SCHEDULED EVENTS	REQUEST FOR BID SO NO : RFB-IS-15200475-1	
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All individuals in attendance shall be required to sign in at all mandatory Bidders' Conferences. When attending as the representative of a vendor, the individual shall set forth the name of the vendor whom he or she represents. Failure to sign in pursuant to the foregoing may disqualify the submitted offer from further consideration, as the County shall determine in the County's sole discretion.

SCHEDULED EVENT NO : 1

EVENT DATE : 12/15/14

: MANDATORY BIDDERS CONFERENCE

PRICE SHEET		REQUEST FOR BID			
COMPANY NAME : ZOLL Medical Corp.		SO NO : RFB-IS-15200475-1			PAGE 33
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	<p>COMMODITY CODE: 465-14-00-041093</p> <p>MONITOR-CARDIAC-DEFIBRILLATOR-MANUAL - ZOLL # 601-2231011-01 X SERIES OR EQUAL</p> <p>INCLUDES THE FOLLOWING: -WIITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLATOR/PRINTER -REAL CPR HELP ADVISORY ALGORITHM, ADVANCED COMMUNICATIONS PACKAGE (WI-FI, BLUETOOTH, USB CELLUAR MODEM CAPABLE) USBDATA TRANSFER CAPABLE AND LARGE 6.5" (16.5 CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY.</p> <p>-SIX (6) FOOT 3-LEAD ECG CABLE -MFC CABLE -MFC CPR CONNECTOR -A/C POWER ADAPTER/BATTERY CHARGER -A/C POWER CORD -ONE (1) ROLL PRINTER PAPER -6.6 AH LI-ION BATTERY -CARRY CASE -DECLARATION OF CONFORMITY -OPERATOR'S MANUAL -QUICK REFERENCE GUIDE -ONE (1) YEAR ems WARRANTY -REAL CPR HELP EXPANSION PACK -CPR DASHBOARD QUANTITIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPI) -SEE-THRU CPR ARTIFACT FILTERING -NONINVASIVE PACING TECHNOLOGY -MASIMO PULSE OXLMETRY -SP02&SPCO (SIGNAL EXTRACTIO TECHNOLOGY AND RAINBOW SET -NIBP WELCH ALLYN INCLUDES SMARTCUFF 10 FOOT DUAL LUMEN HOSE AND SUREBP REUSABEL ADULT MEDIUM CUFF -END TIDAL CARTON DIOXIDE MONITORING -INTERPRETATVE 12- LEAD ECG (12-LEAD ONE STEP ECG CABLE-INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET</p> <p>TRADE- IN: 167 (EACH) ZOLL SERIES E CARDIAC MONITORS ARE AVAILABLE FOR TRADE-IN ON THE ABOVE ITEMS.</p> <p>BIDDER TO INDICATE OFFERED TRADE-IN TOTAL ALLOWANCE HERE \$ 7,000.00 each (Total: \$1,169,000.00)</p> <p>WINNING BIDDER SHALL BE RESPONSIBLE TO PICK-UP EQUIPMENT AT LOCATION: FIRE DEPARTMENT 5801 SOUTH EASTERN AVE COMMERCE, CA 90040</p> <p>CONTACT PERSON: LOMIA BENSON CONTACT PHONE #: (323)838-2251</p> <p>THE COUNTY RESERVES THE RIGHT TO USE THE TRADE-IN AS TRADE-IN , SELL ON SEPARATE BID AND/OR CANCEL THE TRADE-IN , WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY</p>	175.00	EA	<u>\$28,014.00</u>	<u>\$4,902,450.00</u>

PRICE SHEET		REQUEST FOR BID			
COMPANY NAME : ZOLL Medical Corp.		SO NO : RFB-IS-15200475-1			PAGE 34
BID DUE: 12/22/14 12:00:00 PM					
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
2	COMMODITY CODE: 465-14-00-0000000 CABLE-ASSEMBLE-MULTI-FUNCTION W/LABLES/ ZOLL MODEL # 8300-0783	1.00	EA	<u>\$208.60</u>	<u>\$208.60</u>
3	COMMODITY CODE: 465-14-00-0000000 SENSOR-02-ADULT/PEDIATRIC-DISPOSABLE/ ZOLL ITEM # 8000-0339	12.00	CASE	<u>\$556.50</u>	<u>\$6,678.00</u>
4	COMMODITY CODE: 465-14-00-0000000 FILTERLINE SET ADULT/PEDIATRIC/ ZOLL ITEM # 8300-0520-01	14.00	CASE	<u>\$192.50</u>	<u>\$2,695.00</u>
5	COMMODITY CODE: 465-14-00-0000000 SENSOR-SP02-ADULT-REUSABLE-LNCS-3FT/ ZOLL # 8000-000371	303.00	EA	<u>\$346.50</u>	<u>\$104,989.50</u>
6	COMMODITY CODE: 465-14-00-0000000 CABLE-PATIENT-SP02-REUSABLE-LNCS-4FT/ ZOLL # 8000-000341	272.00	EA	<u>\$157.50</u>	<u>\$42,840.00</u>
7	COMMODITY CODE: 465-14-00-0000000 PAPER-THERMAL-80MM W/GRID/ ZOLL # 8000-000910-01	600.00	CASE	<u>\$16.80</u>	<u>\$10,080.00</u>
8	COMMODITY CODE: 465-14-00-0000000 CABLE-THERAPY -8FT/ ZOLL # 8300-0783	14.00	EA	<u>\$208.60</u>	<u>\$2,920.40</u>
9	COMMODITY CODE: 465-14-00-0000000 SENSOR -SP02-ADULT-DISPOSABLE-LNCS/ ZOLL # 8000-0339	52.00	EA Case	<u>\$556.50</u>	<u>\$28,938.00</u>
10	COMMODITY CODE: 465-14-00-0000000 SENSOR-SP02-PEDIATRIC-DISPOSABLE-LNCS/ ZOLL # 8000-033940	224.00	CASE	<u>\$556.50</u>	<u>\$124,656.00</u>
11	COMMODITY CODE: 465-14-00-0000000	7.00	CASE	<u>\$248.50</u>	<u>\$1,739.50</u>

PRICE SHEET		REQUEST FOR BID			
COMPANY NAME : ZOLL Medical Corp.		SO NO : RFB-IS-15200475-1			PAGE 35
BID DUE: 12/22/14 12:00:00 PM					
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
12	CAPNOLINE PLUS-02-ADULT-02 TUBING/ ZOLL # 8300-0524-01 CASE OF 25 COMMODITY CODE: 465-14-00-0000000	4.00	EA	<u>\$185.50</u>	<u>\$742.00</u>
13	CONNECTOR-CPR/ ZOLL # 8000-0370 COMMODITY CODE: 465-14-00-0000000	17.00	EA	<u>\$1,058.40</u>	<u>\$17,992.80</u>
14	CABLE-EXTENSION-DC POWER ZOLL # 8300-000006 COMMODITY CODE: 465-14-00-0000000	10.00	EA	<u>\$45.50</u>	<u>\$455.00</u>
15	HOSE-AIR-NIPB-1.5M/ ZOLL # 8300-0002-01 COMMODITY CODE: 465-14-00-0000000	4.00	EA	<u>\$78.40</u>	<u>\$313.60</u>
16	CABLE-DC POWER ZOLL # 8000-000903-01 COMMODITY CODE: 465-14-00-0000000	37.00	EA	<u>\$346.50</u>	<u>\$12,820.50</u>
17	KIT-SOFTCASE-EXPANDED/ ZOLL # 8707-00050202-01 8707-000502-01 COMMODITY CODE: 465-14-00-0000000	104.00	EA	<u>\$297.50</u>	<u>\$30,940.00</u>
18	CABLE-PATIENT -1STEP FOR 12 LEAD EC/ ZOLL # 8000-00898-01 8000-000898-01 COMMODITY CODE: 465-14-00-0000000	374.00	EA	<u>\$346.50</u>	<u>\$129,591.00</u>
19	BATTERY - LITHIUM ION-RECHARGEABLE/ZOLL # 8000-0580-01 COMMODITY CODE: 465-14-00-0000000	360.00	CASE	<u>\$392.00</u>	<u>\$14,112.00</u>
20	ELECTRODES-CPR-MULTI-FUNCTION HVP-CPR STAT-PADZ/ ZOLL # 8900-0400 COMMODITY CODE: 465-14-00-0000000	84.00	CASE	<u>\$174.30</u>	<u>\$14,641.20</u>
21	ELECTRODES-MULTI-FUNCTION-SOLID GEL-PEDI-PADZ/ ZOLL # 8900-3000-01 COMMODITY CODE: 465-14-00-0000000	175.00	EA	<u>\$34.97</u>	<u>\$6,119.75</u>
	SLEEVE-CABLE/ ZOLL # 8000-002005-01				

CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business

Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in

accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the

non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social

security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies.

Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide

such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from

and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or

received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity

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to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

Notifications

ZOLL would like to respectively make the following changes to the terms and conditions;

- 1.) With regards to page 4, item 12 Indemnification; The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including *reasonable* attorney and expert witness fees), **to the extent arising directly from negligent acts and/or omissions of contractor ~~this Contract~~**, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 2.) With regards to page 29, General Liability; The General Liability clause requests Form CG0001 or equivalent; our General Liability coverage meets this condition, however, our Product/Completed Operations coverage is written on a separate claims-made form. We are unable to change this due to the nature of our products.
- 3.) With regards to page 29, Indemnification and insurance requirements; Contractor shall indemnify, defend and hold harmless county, and its special district, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including **reasonable** attorney and expert witness fees), **to the extent** arising **directly** from ~~or connected with~~ contractor's **negligent** acts and/or omissions ~~arising from and/or~~ relating to any agreement formulated as a result of this inquiry.
- 4.) With regards to page 29, Certificate of Insurance;
 - a. We are unable to comply with item (3) (Cancellation condition). The cancellation clause on a Certificate of Insurance cannot be altered or amended for copyright reasons and due to State Insurance Regulations. ZOLL will not cancel any of the required policies without providing 30 calendar days written notice to the County.
 - b. Item (4) we can include the County as an Additional Insured under our General Liability policy with respect to ZOLL's operations on behalf of the County. Our carrier will not issue a separate endorsement as our policy contains a blanket Additional Insured endorsement. We are not able to include the County under our Products Liability policy as our Insurance carrier does not want to be brought in on professional/malpractice claims. The contractual wording in the policy will indemnify the County for ZOLL's negligence.
 - c. Item (5) Our Product Liability policy contains a \$200,000 deductible, for which ZOLL would be responsible. Our carrier will not reduce or eliminate the deductible. ZOLL would not be willing to provide a bond to the County; we feel our financial condition is strong enough that a bond guaranteeing payment of the deductible is not necessary.

- 5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, ~~county may deduct from sums due~~ **at expense of contractor** to contractor any premium costs advanced by county for such insurance.
- 6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1540197-1	VERSION DATE
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INTERNAL SERVICES DEPARTMENT	PROCUREMENT FOLDER: 851301
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ZOLL MEDICAL CORPORATION
 269 MILL RD.
 WORLDWIDE HEADQUARTERS
 CHELMSFORD MA 01824-4105

BUYER: Connie Fu
 PHONE: 323-267-2217
 EMAIL: cfu@isd.lacounty.gov

VENDOR NO: 037374
 CONTACT: BRYAN PANK
 PHONE: 617-901-6565

FISCAL YEAR:
 EFFECTIVE DATE: 03/20/15
 EXPIRATION 03/31/18

MONITOR-CARDIAC-DEFIBRILLATOR

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 465-14-00-041093 MONITOR-CARDIAC-DEFIBRILLATOR-MANUAL - ZOLL # 601-2231011-01 X SERIES INCLUDES THE FOLLOWING: X SERIES MONITOR/DEFIBRILLATOR WITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLATOR/PRINTER, COMES WITH REAL CPR HELP, ADVISORY ALGORITHM, ADVANCED COMMUNICATIONS PACKAGE(Wi-Fi, BLUETOOTH, USB CELLUAR MODEM CAPABLE) USB DATA TRANSFER CAPABLE AND LARGE 6.5"(16.5 CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY. ACCESSORIES INCLUDED: -SIX (6) FOOT 3-LEAD ECG CABLE -MFC CABLE -MFC CPR CONNECTOR -A/C POWER ADAPTER/BATTERY CHARGER -A/C POWER CORD -ONE (1) ROLL PRINTER PAPER -6.6 AH LI-ION BATTERY -CARRY CASE -DECLARATION OF CONFORMITY -OPERATOR'S MANUAL -QUICK REFERENCE GUIDE	0.000	EA	ITEM	\$ 28014.000000

	3/18/15	
COUNTY OF LOS ANGELES		VENDOR SIGNATURE/DATE

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	<p>-ONE (1) YEAR ems WARRANTY</p> <p>ADVANCED OPTIONS: -REAL CPR HELP EXPANSION PACK -CPR DASHBOARD QUANTITATIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPI) -SEE-THRU CPR ARTIFACT FILTERING</p> <p>ZOLL NONINVASIVE PACING TECHNOLOGY -MASIMO PULSE OXIMETRY -SP02&SPCO (SIGNAL EXTRACTION TECHNOLOGY (SET) AND RAINBOW SET (FOR SpCO & SpMet)</p> <p>NIBP WELCH ALLYN INCLUDES: - SMARTCUFF 10 FOOT DUAL LUMEN HOSE - SUREBP REUSABLE ADULT MEDIUM CUFF</p> <p>END TIDAL CARTON DIOXIDE MONITORING (ETCO2) INTERPRETATIVE 12- LEAD ECG -12-LEAD ONE STEP ECG CABLE-INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET -ORIDION MICROSTREAM TECHNOLOGY-REQUIRES MICROSTREAM TUBING</p> <p>ZOLL GUARANTEES PARTS FOR SEVEN (7) YEARS FROM THE LAST DATE OF SHIPMENT.</p> <p>TRADE- IN:</p> <p>167 (EACH) ZOLL SERIES E CARDIAC MONITORS ARE AVAILABLE FOR TRADE-IN AT THE VALUE OF \$7,000/ EACH (TOTAL TRADE-IN ALLOWANCE \$1,169,000.00). ZOLL WILL HOLD THE TRADE-IN VALUE OF THE E-SERIES OF \$7,000 FOR THE ADDITIONAL MONITORS FOR THE TERM OF THE CONTRACT.</p> <p>ZOLL IS RESPONSIBLE TO PICK-UP EQUIPMENT AT LOCATION:</p> <p>FIRE DEPARTMENT 5801 SOUTH EASTERN AVE COMMERCE, CA 90040</p> <p>CONTACT PERSON: LOMIA BENSON CONTACT PHONE #: (323)838-2251</p> <p>THE COUNTY RESERVES THE RIGHT TO USE THE TRADE-IN AS TRADE-IN , SELL ON SEPARATE BID AND/OR CANCEL THE TRADE-IN , WHICHEVER IS IN THE</p>				

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	BEST INTEREST OF THE COUNTY				
2	COMMODITY CODE: 465-14-00-042076 CABLE-ASSEMBLE-MULTI-FUNCTION W/LABLES/ ZOLL MODEL # 8300-0783	0.000	EA	ITEM	\$ 208.600000
3	COMMODITY CODE: 465-14-00-042077 SENSOR-02-PEDIATRIC-DISPOSABLE/ ZOLL ITEM # 8000-0339 / 25 PER CASE	0.000	CASE	ITEM	\$ 556.500000
4	COMMODITY CODE: 465-14-00-042077 FILTERLINE SET ADULT/PEDIATRIC/ ZOLL ITEM # 8300-0520-01/ 25 PER CASE	0.000	CASE	ITEM	\$ 192.500000
5	COMMODITY CODE: 465-14-00-042077 SENSOR-SP02-ADULT-REUSABLE-LNCS-3FT/ ZOLL # 8000-000371	0.000	EA	ITEM	\$ 346.500000
6	COMMODITY CODE: 465-14-00-042077 CABLE-PATIENT-SP02-REUSABLE-LNCS-4FT/ ZOLL # 8000-000341	0.000	EA	ITEM	\$ 157.500000
7	COMMODITY CODE: 465-14-00-042077 PAPER-THERMAL-80MM W/GRID/ ZOLL # 8000-000910-01 / 6 ROLLS PER CASE	0.000	CASE	ITEM	\$ 16.800000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
8	COMMODITY CODE: 465-14-00-042077 CABLE-THERAPY -8FT/ ZOLL # 8300-0783	0.000	EA	ITEM	\$ 208.600000
9	COMMODITY CODE: 465-14-00-042077 SENSOR -SP02-ADULT-DISPOSABLE-LNCS/ ZOLL # 8000-0339 / 25 PER CASE	0.000	CASE	ITEM	\$ 556.500000
10	COMMODITY CODE: 465-14-00-042077 SENSOR-SP02-PEDIATRIC-DISPOSABLE-LNCS/ ZOLL # 8000-0340 / 25 PER CASE	0.000	CASE	ITEM	\$ 556.500000
11	COMMODITY CODE: 465-14-00-042077 CAPNOLINE PLUS-O2-ADULT-02 TUBING/ ZOLL # 8300-0524-01 / 25 PER CASE	0.000	CASE	ITEM	\$ 248.500000
12	COMMODITY CODE: 465-14-00-042077 CONNECTOR-CPR/ ZOLL # 8000-0370	0.000	EA	ITEM	\$ 185.500000
13	COMMODITY CODE: 465-14-00-0000000 CABLE-EXTENSION-DC POWER ZOLL # 8300-000006	0.000	EA	ITEM	\$ 1058.400000
14	COMMODITY CODE: 465-14-00-0000000 HOSE-AIR-NIPB-1.5M/ ZOLL # 8300-0002-01	0.000	EA	ITEM	\$ 45.500000

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LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
15	COMMODITY CODE: 465-14-00-0000000 CABLE-DC POWER ZOLL # 8000-000903-01	0.000	EA	ITEM	\$ 78.400000
16	COMMODITY CODE: 465-14-00-042077 KIT-SOFTCASE-EXPANDED/ ZOLL # 8707-000502-01	0.000	EA	ITEM	\$ 346.500000
17	COMMODITY CODE: 465-14-00-042077 CABLE-PATIENT -1STEP FOR 12 LEAD EC/ ZOLL # 8000-000898-01	0.000	EA	ITEM	\$ 297.500000
18	COMMODITY CODE: 465-14-00-042077 BATTERY - LITHIUM ION-RECHARGEABLE/ZOLL # 8000-0580-01	0.000	EA	ITEM	\$ 346.500000
19	COMMODITY CODE: 465-14-00-042077 ELECTRODES-CPR-MULTI-FUNCTION HVP-CPR STAT-PADZ/ ZOLL # 8900-0400/ 8 PER CASE	0.000	CASE	ITEM	\$ 375.700000
20	COMMODITY CODE: 465-14-00-042077 ELECTRODES-MULTI-FUNCTION-SOLID GEL-PEDI-PADZ/ ZOLL # 8900-3000-01/ 6 PER CASE	0.000	CASE	ITEM	\$ 166.830000
21	COMMODITY CODE: 465-14-00-042077 SLEEVE-CABLE/ ZOLL # 8000-002005-01	0.000	EA	ITEM	\$ 34.970000

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LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
22	COMMODITY CODE: 465-14-00-042077 KIT-MODERN-CELL-MULTI-TECH GSM/ ZOLL # 8000-000471-01	0.000	EA	ITEM	\$ 416.500000
23	COMMODITY CODE: 465-14-00-042077 KIT-CUFF-WWELCH ALLYN SMALL/LARGE ADULT AND THIGH CUFF/ ZOLL # 8000-0895	0.000	EA	ITEM	\$ 110.250000
24	COMMODITY CODE: 465-14-00-042077 ADAPTER- CHARGER-SUREPOWER / ZOLL # 8300-0250-01	0.000	EA	ITEM	\$ 67.900000
25	COMMODITY CODE: 465-14-00-042077 WARRANTY - EXTENDED-ONSITE-4 YEARS/ ZOLL # 8778-100044	0.000	EA	ITEM	\$ 3900.000000
26	COMMODITY CODE: 465-14-00-042077 PREVENATIVE MAINTENANCE -ON SITE-4 YEARS- 1 EACH PER YEAR PER MONITOR / ZOLL # 8778-0117	0.000	EA	ITEM	\$ 920.000000
27	COMMODITY CODE: 465-14-00-042077 NON-CLINICAL X SERIES TRAINING MANUAL MONITOR/ DEFIBRILLATOR WITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLAOTR/PRINTER / ZOLL MODEL NUMBER 601-2231011-01-66 COMES WITH REAL CPR HELP, ADVISORY ALGORITHM,	0.000	EA	ITEM	\$ 19609.000000

PRICE SHEET	TERM CONTRACT AWARD
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	<p>ADVANCED COMMUNICATIONS PACKAGE (WI-FI, BLUETOOTH, USB CELLULAR MODEM CAPABLE) USB DATA TRANSFER CAPABLE AND LARGE 6.5" (16.5CM)DIAGONAL SCREEN, FULL 12ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY.</p> <p>ACCESSORES INCLUDED: -SIX (6) FOOT 3 - LEAD ECG CABLE -MFC CABLE -MFC CPR CONNECTOR -A/C POWER ADAPTER/BATTERY CHARGER -A/C POWER CORD -ONE (1) ROLL PRINTER PAPER - 6.6 AH LI-ION BATTERY -CARRY CASE -DECLARATION OF CONFORMITY -OPERATOR'S MANUAL -QUICK REFERENCE GUIDE - ONE (1) YEAR EMS WARRANTY</p> <p>ADVANCED OPTIONS: REAL CPR HELP EXPANSION PACK CPR DASHBOARD QUANTITIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPI) -SEE - THRU CPR ARTIFACT FILTERING</p> <p>ZOLL NONINVASIVE PACING TECHNOLOGY: MASIMO PULSE OXIMETRY SP02 & SpCO -SIGNAL EXTRACTION TECHNOLOGY (SET) -RAINBOW SET (FOR SpCO & SpMET)</p> <p>NIBP WELCH ALLYN INCLUDES: -SMARCUFF 10 FOOT DUAL LUMEN HOSE -SUREBP REUSABLE ADULT MEDIUM CUFF</p> <p>END TIDAL CARBON DIOXIDE MONITORING (ETCO2) ORIDION MICROSTREAM TECHNOLOGY: ORDER REQUIRED MICROSTREAM TUBING SETS SEPARATELY</p> <p>INTERPRETATIVE 12 LEAD ECG: -12-LEAD ONE STEP ECG CABLE-INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET</p>				

SPECIAL TERMS & CONDITIONS

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THE AGREEMENT PERIOD IS FROM MARCH 20, 2015 TO MARCH 31, 2018 INCLUSIVE, WITH OPTION TO EXTEND FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

CANCELLATION:

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

PRICE GUARANTEE:

UNLESS OTHERWISE PROVIDED HEREIN, VENDOR AGREES THAT PRICE IS MAXIMUM.

PAYMENT TERMS: 0.5/20, NET 30 DAYS

ORDERING INFORMATION:

ZOLL MEDICAL CORPORATION
269 MILL ROAD
CHELMSFORD, MA 01824
TEL: 1-800-348-9011
FAX: 978-421-0005

SENIOR EMS ACCOUNT EXECUTIVE: BRYAN PANK

TEL: 617-901-6565

EMAIL: BPANK@ZOLL.COM

F.O.B. DELIVERED

FREIGHT PREPAID AND ALLOWED

DELIVERY:

WITHIN 60-90 DAYS AFTER RECEIPT OF ORDER.

UTILIZATION RECAPITULATION REPORT:

120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

PER NEGOTIATIONS DATED MARCH 17, 2015, THE FIRE DEPARTMENT WILL RECEIVE FOUR (4) TRAINING UNITS, MODEL NUMBER 601-2231011-01-66 AT NO CHARGE WITH THEIR INITIAL ORDER.

ALL TERMS AND CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION # RFB-IS-15200475 , ZOLL

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1540197-1
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<p>NOTIFICATIONS (ATTACHMENT "A"), AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") (ATTACHMENT "B")</p> <p>CERTIFICATE OF LIABILITY INSURANCE ON FILE</p> <p>ANNUAL ESTIMATED VALUE \$ 6,000,000.00</p> <p>REPLACES AGREEMENT MA-IS-43861</p>	

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1540197-1
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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Notifications

ZOLL would like to respectively make the following changes to the terms and conditions;

- 1.) With regards to page 4, item 12 Indemnification; The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including *reasonable* attorney and expert witness fees), **to the extent arising directly from negligent acts and/or omissions of contractor ~~this Contract~~**, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 2.) With regards to page 29, General Liability; The General Liability clause requests Form CG0001 or equivalent; our General Liability coverage meets this condition, however, our Product/Completed Operations coverage is written on a separate claims-made form. We are unable to change this due to the nature of our products.
- 3.) With regards to page 29, Indemnification and insurance requirements; Contractor shall indemnify, defend and hold harmless county, and its special district, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including **reasonable** attorney and expert witness fees), **to the extent** arising **directly** from ~~or connected with~~ contractor's **negligent** acts and/or omissions ~~arising from and/or~~ relating to any agreement formulated as a result of this inquiry.
- 4.) With regards to page 29, Certificate of Insurance;
 - a. We are unable to comply with item (3) (Cancellation condition). The cancellation clause on a Certificate of Insurance cannot be altered or amended for copyright reasons and due to State Insurance Regulations. ZOLL will not cancel any of the required policies without providing 30 calendar days written notice to the County.
 - b. Item (4) we can include the County as an Additional Insured under our General Liability policy with respect to ZOLL's operations on behalf of the County. Our carrier will not issue a separate endorsement as our policy contains a blanket Additional Insured endorsement. We are not able to include the County under our Products Liability policy as our Insurance carrier does not want to brought in on professional/malpractice claims. The contractual wording in the policy will indemnify the County for ZOLL's negligence.
 - c. Item (5) Our Product Liability policy contains a \$200,000 deductible, for which ZOLL would be responsible. Our carrier will not reduce or eliminate the deductible. ZOLL would not be willing to provide a bond to the County; we feel our financial condition is strong enough that a bond guaranteeing payment of the deductible is not necessary.

- 5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, ~~county may deduct from sums due~~ **at expense of contractor** to contractor any premium costs advanced by county for such insurance.
- 6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.

ATTACHMENT "A"

- 5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, ~~county may deduct from sums due~~ **at expense of contractor** to contractor any premium costs advanced by county for such insurance.
- 6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.

ZOLL AGREES TO ADD THE FOLLOWING LANGUAGE WITH REGARDS TO PAGE 29, GENERAL LIABILITY.

IF ANY PART OF THE REQUIRED INSURANCE IS WRITTEN ON CLAIMS MADE BASIS, ANY POLICY RETROACTIVE DATE SHALL PRECEDE THE EFFECTIVE DATE OF THIS CONTRACT. CONTRACTOR UNDERSTANDS AND AGREES IT SHALL MAINTAIN SUCH COVERAGE FOR A PERIOD OF NOT LESS THAN THREE (3) YEARS FOLLOWING CONTRACT EXPIRATION, TERMINATION OR CANCELLATION.

CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is

received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in

accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the

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non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social

security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies.

Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information.

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record,

Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents,

from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created

or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered

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Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

EL DORADO HILLS COUNTY WATER DISTRICT INVESTMENT POLICY

I. POLICY

It is the policy of the El Dorado Hills County Water District (“the District”) to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds.

II. SCOPE AND FUNDS

This investment policy applies to all surplus financial assets of the District that are under its span of control unless specifically exempted by statute or resolution. These funds are accounted for in the District’s Annual Financial Statements and include:

- a) General Reserve Fund
- b) Capital Replacement Fund
- c) Any new fund created by the Board of Directors unless specifically exempted.

III. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officers shall be the “prudent investor” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVE

1. **Safety:** Safety of principal is the primary objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. **Liquidity:** The District’s secondary objective is to ensure that the investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.
3. **Return on Investment:** The District’s tertiary objective is to ensure that the investment portfolio shall be designed with the goal of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the District’s investment risk constraints and the cash flow characteristics of the portfolio.

V. BOARD RESPONSIBILITIES

The District Board of Directors is responsible for reviewing the Investment Policy on an annual basis and making modifications as needed. It is also the Board's responsibility to select Brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements. The Board shall approve all financial institutions from which securities are purchased. In selecting financial institutions for the deposit or investment of District funds, the Board will consider the credit rating of the institutions. The Board of Directors delegates authority to the Fire Committee to guide the Director of Finance in making investment transactions.

VI. DELEGATION OF AUTHORITY

Authority to manage the District's investment program is derived from California Government Code 53601. Management responsibility for the investment program is hereby delegated to the District's Director of Finance, who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate activities of subordinate officials, and their procedures in the absence of the Director of Finance. This delegation is for a period of one (1) year, as authorized by California Government Code Section 53607. This delegation shall be reviewed annually at the regular September Board of Director's meeting, at which formal action shall be taken to either continue such delegation of authority or to allow such delegation to expire. No person may engage in an investment transaction except as provided under the terms of this policy.

VII. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. The Board of Directors and Director of Finance are required by the Fair Political Practices Commission to complete and file a Form 700 annually.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The District shall transact business only with banks, associations, and with broker/dealers licensed by the State of California. The broker/dealers should be primary government dealers regularly reporting to the New York Federal Reserve Bank, or regional dealers that qualify for SEC Rule 15c3-1 (uniform net capital rule).

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The District is governed by the Health and Safety Code Section 9066 and Government Code, Sections 53600, 16429.1 and 53684, et seq.

- A. Prohibited Investments:** The District's Investment Policy specifically **prohibits** the investment of any funds subject to this policy in the following securities:

Derivative securities, as defined in Government Code Section 53601.6, as any security that derives its value from an underlying instrument, index, or formula, are prohibited. The derivative universe includes, but is not limited to, structured and range notes, securities that could result in zero interest accrual if held to maturity, variable rate, floating rate or inverse floating rate investments, and mortgage derived interest or principal only strips.

B. Permitted Investments: The District’s Investment Policy further restricts the permitted investments to those listed in the table below.

Reference	Type of Investment	Cal Gov Code % of Funds Permitted	District % Funds Authorized*	Cal Gov Code Maximum Final Maturity
I.1	Bonds issued by the District or agency of the District	100 %	100%	5 Years
I.2	United States Treasury notes, bonds, bills or certificates of indebtedness	100 %	100% 30 % of a single issue	5 Years
I.3	Registered State (CA) warrants or treasury notes or bonds	100 %	100 % 40 % of a single issuer 10% of a single issue	5 years
I.4	Other State of California Local Agency bonds, notes, warrants or other evidence of indebtedness	100 %	100 % 40 % of a single issuer 10% of a single issue	5 years
I.5	Federal Agency or U.S. government sponsored enterprise (GSE) obligations	100 %	100 % 40 % of a single issuer 10% of a single issue	5 years
I.6	Banker’s Acceptances,	40 % 30% of a single issuer	40 % 5% of a single issuer	180 days
I.7	Commercial Paper of “Prime” quality	25% 10% of a single issuer	25% 5% of a single issuer	270 days
I.8	Negotiable Certificates of Deposits	30 %	30 % 5% of a single issuer	5 years
I.9	Medium Term Corporate Notes	30 %	30 % 5% of a single issuer	5 years
I.10	Shares of beneficial interest, Mutual Funds	20 % 10% of a single fund	20 % 10 % of a single fund	N / A
I.11	Any mortgage pass through security	20%	20%	5 years
I.12a	State of California Local Agency Investment Fund	100%	100%	N / A
I.12b	El Dorado County Investment Pool	100%	100%	N / A
I.12c	Investment Trust of California (CalTRUST)	100%	100%	N / A

- * All percentage limitations will be valued/calculated at the time of purchase based on the most recently Board approved report of investment balances.

For investments in Bankers Acceptances, Commercial Paper, Negotiable Certificates of Deposit, and Medium Term Corporate Notes, the policy limitation of 5% per single issuer applies to the aggregate amount of funds invested in all category investments to a single issuer, including subsidiary companies.

C. Investment Descriptions: The following is a description and respective District Investment Policy limitations to each asset class or security:

I.1 Bonds issued by a District or agency of a District are defined as “including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.”

I.2 United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

I.3 Registered State (CA) warrants, notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or a department, board, agency, or authority of the state.

I.4 Other State of California Local Agency bonds, notes, warrants or other evidence of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

I.5 Federal Agency or U.S. government sponsored enterprise (GSE) obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

I.6 Banker’s Acceptances (BA) otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. The District’s Investment Policy restricts purchases to a maximum of 180 days to maturity, 40% of the book value of the portfolio funds and 5% of the book value of the portfolio funds in a single issuer.

I.7 Commercial Paper (CP) of “Prime” quality is defined as having the highest ranking or the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The issuer must meet the following:

1. Is organized and operating in the United States as a general corporation, has total assets in excess of five hundred million dollars (\$500,000,000), has debt other than commercial paper, if any, that is rated “A” or higher by a NRSRO;
2. Is organized within the United States as a special purpose corporation, trust, or limited liability company, has programmable credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond, has commercial paper rated “A-1” or higher, or the equivalent, by a NRSRO.

The District's Investment Policy restricts purchases to a maximum maturity of 270 days, 25% of the book value of portfolio funds and 5% of the book value of the portfolio funds to a single issuer.

I.8 Negotiable Certificates of Deposits (NCD) are defined as issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state licensed branch of a foreign bank. The District's Investment Policy restricts purchases to a maximum maturity of twenty years, 30% of the book value of the portfolio funds and 5% of the book value of the portfolio funds to a single issuer.

I.9 Medium Term Corporate Notes (MTN), defined as all corporate and depository institution debt securities with a maximum remaining maturity of ten years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this category shall be rated "A" or better by: Moody's, Standard & Poor's or Fitch, and shall not include other instruments authorized in Section 11.6 of the Policy (i.e. "Federal Agency" Medium Term Notes are classified as "Federal Agencies"). Purchases in this category shall not exceed ten years to maturity or 30% of the book value of the Portfolio. Purchases in a single issuer in this category shall not exceed 5% of the book value of the Portfolio.

I.10 Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Committee under the Investment Company Act of 1940. The company shall have met either of the following criteria:

1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two of the following: Moody's, Standard & Poor's or Fitch.
1. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Committee with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest, (mutual funds) purchased pursuant to this subdivision shall not include any Committee that these companies may charge.

Investments in this category shall be restricted to money market mutual funds that seek to maintain a Net Asset Value of \$1. Money market mutual funds provide daily liquidity; therefore, there is no final stated maturity for this investment category. Investments in mutual funds shall be restricted to Funds that have the highest ranking or the highest letter and numerical rating provided by not less than two of the following nationally recognized statistical rating organizations: Moody's, Standard & Poor's or Fitch. Purchases in this category shall not exceed 20% of the book value of the Portfolio. Purchases in a single mutual fund shall not exceed 10% of the book value of the Portfolio.

I.11 Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five year's maturity. Securities eligible for this investment shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service.

Purchase of securities may not exceed 20 percent of the agency's surplus money that may be invested.

I.12 State & Local Pools include the Local Agency Investment Fund, the El Dorado County Investment Pool and the Investment Trust of California (CalTRUST) Pool. The District may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer under Government Code Section 16429.1 for the benefit of local agencies. The District may also invest in the El Dorado County Investment Pool as permitted under the Government Code Section 53684 and in the CalTRUST Pools as permitted under Government Code Section 53601.

Local Agency Investment Fund (LAIF)

Government Code Section 16429.1 further provides for investment in the Local Agency Investment Fund. The District may invest in the Local Agency Investment Fund administered and managed by the State of California, as stated and defined in § 16429.1.

LAIF provides daily liquidity; therefore, there is no final stated maturity for this investment category.

- (a) Any monies deposited in the State Treasury for investment pursuant to this section are not subject to impoundment or seizure by any state official or agency while the funds are so deposited.

El Dorado County Treasury

Government Code Section 53684 allows local agencies to deposit excess funds into the El Dorado County Treasury for purposes of investment by the El Dorado County Treasurer. See Government Code Section 53684 Alternative Procedure for investment of excess funds.

- (a) Unless otherwise provided by law, if the Treasurer of any local agency, or other official responsible for the funds of the local agency, determines that the local agency has excess funds which are not required for immediate use, the Treasurer or other official responsible for the funds of the local agency, determines that the local agency has excess funds which are not required for immediate use, the Treasurer or other official may upon the adoption of a resolution by the legislative or governing body of the local agency authorizing the investment of funds pursuant to this section and with the consent of the County Treasurer, deposit the excess funds in the county treasury for the purpose of investment by the county treasurer pursuant to Government Code Sections 53601 or 53635.
- (b) The County Treasurer shall, quarterly, apportion any interest or other increment derived for the investment of funds pursuant to this section in an amount proportionate to the average daily balance of the amounts deposited by the local agency and district.
- (c) In conjunction with the monthly report required to be prepared pursuant to subdivision (b) of Government Code Section 53646, the County Treasurer shall provide the information described in that subdivision to the Treasurer or other official responsible for the funds of any local agency which has funds on deposit in the county treasury and that information shall, except as otherwise provided in paragraph (4) of subdivision (b) of Government Code Section be included by the

Treasurer or other official in a monthly report to the legislative or governing body of the local agency.

- (d) The Treasurer or other official responsible for the funds of the local agency may withdraw the funds of the local agency at any time but shall give the county treasurer 30 days written notice of his or her intent to withdraw the funds.
- (e) Any monies deposited in the County Treasury for investment pursuant to this section are not subject to impoundment or seizure by any county official or agency while the funds are so deposited.
- (f) This section is not operative in any county until the board of supervisors of the county, by majority vote, adopts a resolution making this action operative in the county.
- (g) It is the intent of the Legislature in enacting this section to provide an alternative procedure to Government Code Section 51301 for local agencies to deposit money in the County Treasury for investment purposes. Nothing in this section shall, therefore, be construed as a limitation on the authority of a county and an agency to contract for the County Treasurer to perform treasury functions for an agency pursuant to Government Code Section 51301.

The District may invest in the El Dorado County Investment Pool administered and managed by the El Dorado County Treasurer in accordance with the provisions of Government Code Section 53684.

D. INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/funds is required prior to investing, and on a continual basis. Information should be obtained from the pool/fund regarding each of the following operational areas:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how interest is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program is audited.
- A description of who may invest in the program, how often, and the permissible size of deposit and withdrawal.
- A schedule for receiving statements and portfolio listings.
- Whether reserves, retained earnings, etc. are utilized by the pool/fund.
- A fee schedule, and when and how it is assessed.
- Whether the pool/fund is eligible for bond proceeds and/or whether it will accept such proceeds.

E. COLLATERALIZATION

Collateral is required for investments in certificates of deposit, repurchase agreements and reverse repurchase agreements. In order to reduce market risk, the collateral level will be at

least 102% of market value of principal and accrued interest. The only securities acceptable as collateral shall be direct obligations which are fully guaranteed as to principal and interest by the United States Government or any agency or government sponsored enterprise of the United States.

F. SAFEKEEPING AND CUSTODY

All security transactions entered into by the District shall be conducted on a delivery-versus payment (DVP) basis. Securities will be held by a third party custodian designated by the Director of Finance and evidenced by safekeeping receipts.

G. DIVERSIFICATION

The District will diversify its investments by security type, issuer and maturity in order to reduce the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. With the exception of U.S. Treasury Securities and authorized pools (LAIF), the District's portfolio will be diversified by type and issuer. The District shall diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

H. MAXIMUM MATURITY

Pursuant to Government Code Section 53601 where the Government Code does not specify a limitation on the maturity term of a security, the Director of Finance is authorized, as part of the District's investment program set forth herein, to invest in individual instruments in the portfolio to a maximum maturity of ten (10) years. The maximum weighted average maturity of the portfolio shall not exceed five (5) years.

I. INTERNAL CONTROL

The Director of Finance shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important include; control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and ethical standards.

J. PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

Investment performance is continually monitored and evaluated by the Director of Finance. Investment performance statistics and activity reports are generated quarterly for presentation to the Board of Directors.

The performance of the investment portfolio shall be measured against a market-average rate of return of the U.S. Constant Maturity Treasury (CMT) which is the closest to the weighted

average maturity of the District's portfolio and to the earnings on the LAIF Pooled Investment Fund.

K. REPORTING

In accordance with CA Government Code Section 53646, the Director of Finance shall issue a quarterly report within 30 days following the end of the quarter to the Board of Directors, showing the type of investment, issuer and/or institution, date of maturity, amount of investment, current market value for all securities, rate of interest, and other relevant data that may be required. The quarterly report shall state compliance of the investment portfolio with the Investment Policy and shall include a statement denoting the ability of the District to meet its expenditure requirements for the next six months. Additionally, in accordance with California Government Code Section 53607, the Director of Finance shall provide a monthly report to the Board of Directors detailing all transactions occurring over the immediately preceding month. If all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2016.

John Hidahl, President

ATTEST:

Jessica Braddock, Board Secretary

Catastrophic Leave Policy

Summary:

The current Sick Leave donation policy as written does not meet updated IRS guidelines regarding the donation and utilization of “employee to employee” donated Sick Leave. Sick Leave donations are utilized when an employee has a qualifying event and has utilized all of their available Sick Leave and Vacation.

The proposed Catastrophic Leave policy meets IRS guidelines, has been review by Department legal counsel, and was developed in partnership with the Admin Committee and Union.

Fiscal Impact:

No Fiscal Impact at this time. Possible reduction in employees Sick Leave banks based on donations.

Recommendation:

Staff recommends adopting the proposed Catastrophic Leave policy.

Catastrophic Leave Bank

Section: I. Personnel

Sub-Section: C. Leaves

Number: 5. Catastrophic Leave Bank

Pages: 4

Adopted:

Revised:

PURPOSE

District employees have historically joined together to help their fellow employees in times of crisis. Catastrophic illness or injury can create a serious financial hardship for employees and their families when the employee has exhausted all accumulated leave time on the books, but remains off work due to a serious illness or injury to either themselves or a family member. The purpose for creating a catastrophic leave program is to provide an opportunity for employees to donate leave time to assist co-workers facing leave-without-pay status during a catastrophic injury or illness, and to provide an opportunity for eligible employees to receive the donated leave when facing a catastrophic event.

The District shall establish a Catastrophic Leave Bank to which eligible employees may donate earned and unused sick leave. Donations made to the Catastrophic Leave Bank shall be confidential, strictly voluntary, and are *irrevocable*. A donation to the Catastrophic Leave Bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use. Donation guidelines, recipient qualifications and procedures for requesting catastrophic leave are provided in this policy.

DEFINITIONS

CATASTROPHIC ILLNESS OR INJURY: “Catastrophic illness or injury” is defined as an injury or illness that is expected to incapacitate an employee or an eligible member of his or her family for a prolonged period of time.

ELIGIBLE FAMILY: For purposes of this policy, the employee’s eligible family shall consist of spouse or registered domestic partner, child(ren) of any age, and parents.

INCAPACITY: “Incapacity” for purposes of Catastrophic Leave, is defined as the inability to perform the essential functions of his or her work, attend school, or perform other required daily activities without assistance as a direct result of the catastrophic illness or injury.

REGULAR EMPLOYEE: For purposes of this policy, a “regular” employee is defined as a full-time or part-time employee in a permanent position who has successfully completed one year of service and has successfully completed his or her probationary period.

DONOR QUALIFICATIONS

An employee must meet all of the following qualifications in order to make an irrevocable donation to the Catastrophic Leave Bank:

- Regular Employee must be in a permanent position with the District. Both full and part-time employees may donate.
- Regular Employees assigned to a 56-hour schedule must have a minimum of at least 240 hours of Sick Leave hours after donating leave time.
- Regular Employees assigned to a 40-hour schedule must have a minimum of at least 120 hours of Sick Leave after donating leave time.

MINIMUM / MAXIMUM DONATION

An eligible Regular employee assigned to a 40-hour schedule who wishes to make a donation may donate a minimum of eight (8) hours of Sick Leave. There is no maximum amount of time an employee can donate; however, the employee must have a minimum balance of at least 120 hours of Sick leave hours after donation.

An eligible regular employee assigned to a 56-hour schedule who wishes to make a donation may donate a minimum of twelve (12) hours of Sick Leave. There is no maximum amount of time a safety employee can donate; however, the employee must have a minimum of 240 hours of Sick Leave after donation.

All references in this policy to hours of donations or use are based upon full-time employment. Hours for donations or use for part-time employees shall be credited or used on a pro-rata basis.

All donations to the Catastrophic Leave Bank shall remain confidential, are strictly voluntary and are irrevocable.

RECIPIENT QUALIFICATIONS

Any “regular” (full or part-time) employee in a permanent position suffering from a catastrophic illness or injury, or whose family member is suffering from a catastrophic illness or injury is eligible to apply for Catastrophic Leave to provide a source of wage replacement and benefits during an approved leave of absence.

The employee must have exhausted all of his or her accrued District-paid leave time (sick, vacation, CTO, and Administrative Leave), and must not be receiving Workers’ Compensation benefits.

The employee must use all department-paid leave that he or she continues to accrue on a monthly basis before receiving catastrophic leave hours that have been donated to the Catastrophic Leave Bank.

Any employee requesting Catastrophic Leave must provide the District with written verification of the catastrophic illness or injury as follows:

- If catastrophic leave is requested because of the employee's own health condition, certification from a health care provider must include the following: (1) verification of the catastrophic illness or injury; (2) the degree of the disability; and (3) the anticipated length of the disability.
- If catastrophic leave is requested to care for the employee's eligible family member, certification from a health care provider must include the following: (1) verification of the catastrophic illness or injury; (2) the degree of the disability; and (3) the anticipated length of the disability.

The Department shall maintain coverage under any group health plan including medical, dental and life insurance premiums for employees receiving Catastrophic Leave at the District's current rate of contribution and under the conditions that such coverage is provided when the employee is actively working.

PROCEDURE FOR APPROVAL OF CATASTROPHIC LEAVE

All requests for Catastrophic Leave benefits shall be presented in writing to the Deputy Chief (Administration). All requests shall remain confidential. The District shall provide all eligible employees with a copy of this policy and a Catastrophic Leave Request Form. It is the employee's responsibility to satisfy all conditions of eligibility.

An employee's request for Catastrophic Leave benefits shall be reviewed and approved or disapproved by the Fire Chief or their designee. The employee will be notified in writing of the determination.

The criteria used for making the decision will be based on the definition of catastrophic illness or injury. For example, open heart surgery, cancer, massive injuries requiring a long recuperation, or an injury or illness that prevents the employee from performing his or her usual and customary job duties for an extended period of time as a direct result of the injury or illness would be considered a catastrophic illness or injury.

Employees donating, requesting or receiving benefits under this policy shall hold the District harmless from any and all claims, attorney's fees, judgments, costs, or settlements arising from the administration of this section.

RETURNING/EXTENSION OF CATASTROPHIC LEAVE

If an employee does not use the entire amount of catastrophic leave granted by the Committee prior to returning to work, the remaining leave will be returned to the Catastrophic Leave Bank and not retained by the employee.

An employee should notify the Deputy Chief (Administration) as soon as possible if he or she feels they will not be able to return as scheduled from Catastrophic Leave. Additional leave options will be explored with the employee.

Prior to the resumption of work duties after having 60 consecutive days or more of Sick Leave usage or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by the Department's physician and/or physical ability test, or submit a release to return to work from his/her physician.

Conference Room Usage

Section: I. Administration

Sub-Section: A. General

Number: 4. Conference Room Usage

Pages: 4

Adopted: 10/16/1996

Revised and Adopted by the Board: ~~07/16/2009~~

PURPOSE

- To establish guidelines for non-departmental use of all El Dorado Hills Fire Department Community Rooms by groups unaffiliated with the Fire Department. Fire Administration is responsible for implementation of this policy and maintains and coordinates use of all Community Room facilities. Failure to comply with the provisions of this policy may result in denial of approval for use of the facilities, withdrawal of approval at any time without prior notice, and/or denial of future use of the facilities.
- The usage of the Fire Department Community Rooms does not constitute Fire Department endorsement of points of view expressed by any group or organization. Advertisements or announcements implying such endorsement are prohibited.

RESPONSIBILITY

- Chief
- Director of Finance
- Administrative Assistant

PROCEDURE

- 1) The EDHFD meeting room may be utilized at no charge by the following organizations:
 - a) El Dorado County Government agencies, Fire Departments, Sheriff, CHP, Fire Safe Councils, CSD, Red Cross, and other emergency service organizations, etc.
 - b) Recognized non-profit, community organizations may use the meeting room for meetings associated with public purposes. Users may be El Dorado Hills based homeowners groups; neighborhood associations; non-profit community groups or organizations that are open to the public; and public schools whose purposes are not related to fundraising or fee-related events.
- 2) Meetings must be booked by submitting a request form online at www.edhfire.com five days in advance of requested meeting date and **within 30 days of requested meeting date**. Please allow three business days for confirmation. After the meeting date is confirmed, the meeting organizer must come to the Administration Office during business hours no sooner than the closest business day prior to the date of the meeting. The meeting organizer will be responsible for signing the usage contract, submitting a Security Deposit of \$100 in the form of a check made payable to the EDHFD and will be given a key for the office doors, if necessary. The applicant will be responsible for charges incurred if the key is not returned by the next business day or if the room has not been left in good order. A key return box is available at the Administrative Office if

using the meeting room at Station 85. ***Security deposit checks will be shredded after inspection of room and key return (if applicable).***

- 3) To avoid monopolization of the room, **usage is limited to four times per year.** Groups or organizations who incur excessive "No Show" bookings will be denied future use of the rooms. Groups who violate any of the restrictions set forth herein, or violate usage rules promulgated from time to time shall be denied future use of the room.
- 4) Groups may not exceed the fire code occupancy: 114 people for Station 85; 20 people for Station 86; 25 people for Station 92.
- 5) The meeting room may be used for ***official business purposes only.*** Parties, social gatherings, fundraising, partisan political activities, religious and private business activities are excluded from the use of the meeting room. The room is not conducive to minor's activities or any use which involves or includes physical exercise, running, jumping, dancing, game playing, or similar activities, the nature in which might cause wear and tear to the furniture, fixtures, wall coverings, window coverings or floor coverings. El Dorado Hills Fire Department retains ultimate authority with regard to approval or disapproval of any given use and reviews each event prior to authorization or final approval to ensure the safety of the use and that equipment and furnishings will not damage the facilities.
- 6) Fire Administration may cancel any approved use of the facilities at any time for any reason. If available, the Department will offer the use of another Department facility. **Fire Department use of all of its facilities should at all times have higher priority than non-department use.** The Community Rooms are an integral part of the normal District operations. These rooms are routinely utilized by the District and affiliated entities for training, instruction, meetings, etc. Other uses are subject to cancellation or rescheduling at any time due to District requirements.
- 7) Groups, organizations or individuals hereby agree that during the use of the facility, they shall not exclude any person from participation in, or deny anyone the benefits of their services or assets or the use of the facility, or otherwise subject any person to discrimination of any sort because of age, race, color, disability, or national origin.
- 8) The person requesting the use of a Community Room shall be the primary contact for the group, but the group itself will be held liable for compliance with all provisions contained in this Policy. If the primary contact cannot be present during the entire scheduled time, another individual must be appointed to be responsible and accountable. Subleasing of the Facility is prohibited. The group or organization is responsible for maintaining the orderly conduct of all its guests/speakers, etc., ensuring admittance to the facilities of approved personnel only, informing all admitted of the rules by which they must abide, compliance with the rules by all guests/participants, and for any damage to the facility and its contents. The group or organization must ensure that events are adjourned and facilities vacated at the specified end time. Repeated end-time violations may result in denial of further facility use.
- 9) Tables and chairs are provided at no charge and must be returned to the configuration posted or returned to the original layout. Equipment, supplies or personal belongings of any group may not be stored in the community rooms. No decoration may be attached to painted walls or ceiling tiles. No decorations are allowed on the exterior of the building. Any use of decorations shall be that which will not leave any damage to walls of facilities and must be removed and properly disposed of. Telephone use (where available) is restricted to local calls only.

EL Dorado Hills Fire Department does not provide usage of Laptops, Projectors, A/V Equipment, or Technical Support.

- 10) Food and beverages (non-alcoholic) are allowed in meeting facilities, however the room must be left clean or a clean-up fee will be assessed. No cooking is allowed unless expressly authorized. Consumption of alcoholic beverages and use of tobacco products are strictly prohibited on District property.
- 11) Groups shall promptly report any damage done to the facility. Groups damaging furniture, carpeting or walls will be assessed a damage fee relative to the restoration cost. Repeated instances of failure to clean will lead to room charges and/or revocation of use privileges.
- 12) The El Dorado Hills Fire Department assumes no responsibility for loss or damage to possessions of, or equipment and materials used by user groups, individual attendees, their employees or volunteers, nor for any injury to any person as a result of, or in any way arising from, any given use of the facility. Users must agree to indemnify and hold harmless the El Dorado Hills Fire Department against any and all claims, actions or causes of action, whether relating to personal injury or loss or damage to any item, which results from or in any way arises out of the use of any meeting room facility. The Fire Department is not responsible for theft or damage, nor will any storage space be provided to groups or organizations.
- 13) Subject to the provisions regarding exercise of First Amendment rights, Fire Administration reserves the right to refuse or revoke permission for the use of meeting rooms to any group or individual whose activities, use or proposed use, endanger any property or person, or interfere with any other use of the property upon which the Facilities are located, or of the Facilities, in the sole and absolute discretion of the Chief.

4. Conference Room Usage

Section: I. Administration

Sub-Section: A. General

Number: 4. Conference Room Usage

Pages: 4

Adopted: 10/16/1996

Revised and Adopted by the Board: ~~07/16/2009~~

PURPOSE

- To establish guidelines for non-departmental use of all El Dorado Hills Fire Department Community Rooms by groups unaffiliated with the Fire Department. Fire Administration is responsible for implementation of this policy and maintains and coordinates use of all Community Room facilities. Failure to comply with the provisions of this policy may result in denial of approval for use of the facilities, withdrawal of approval at any time without prior notice, and/or denial of future use of the facilities.
- The usage of the Fire Department Community Rooms does not constitute Fire Department endorsement of points of view expressed by any group or organization. Advertisements or announcements implying such endorsement are prohibited.

RESPONSIBILITY

- Chief
- ~~Chief Financial Officer~~ Director of Finance
- Administrative Assistant

PROCEDURE

- 1) ~~City, community and private groups or organizations may be granted a temporary, revocable license to use the Facilities for approved activities at no charge when not needed for official use. The EDHFD meeting room may be utilized at no charge by the following organizations:~~
 - a) ~~El Dorado County Government agencies, Fire Departments, Sheriff, CHP, Fire Safe Councils, CSD, Red Cross, and other emergency service organizations, etc.~~
 - b) ~~Recognized non-profit, community organizations may use the meeting room for meetings associated with public purposes. Users may be El Dorado Hills based home-owners groups; neighborhood associations; non-profit community groups or organizations that are open to the public; and public schools whose purposes are not related to fundraising or fee-related events.~~
- 2) ~~Meetings must be booked by submitting a request form on-line at www.edhfire.com five days in advance of requested meeting date and within 30 days of requested meeting date. Please allow three business days for confirmation. After the meeting date is confirmed, Usage contracts must be signed and returned along with a Security Deposit of \$100 in the form of a check made payable to the Edh Fire Department prior to the scheduled meeting date. If the room will be used when the Fire Department Administrative Office is closed, the applicant the meeting organizer of the group must come to the Administration Office pick up a key during business hours no sooner~~

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~~than the closest business day prior to the close of business on the day date of the meeting. The meeting organizer will be responsible for signing the usage contract, submitting a Security Deposit of \$100 in the form of a check made payable to the EDHFD and will be given a key for the office doors, if necessary, sign the usage contract and leave a Security Deposit of \$100 in the form of a check made payable to the EDH Fire Department. If the meeting is scheduled on a weekend or holiday, the key must be picked up on the business day prior to the weekend or holiday. The applicant will be responsible for charges incurred if the key is not returned by the next business day or if the room has not been left in good order. A key return box is available at the Administrative Office if using the meeting room at Station 85. If using the meeting room at Station 86 or 92, a key must be picked up and returned to the Administrative Office during normal business hours. Security deposit checks will be shredded after inspection of room and key return (if applicable).~~

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3) To avoid monopolization of the room, **usage is limited to four times per year.** Groups or organizations who incur excessive "No Show" bookings will be denied future use of the rooms. Groups who violate any of the restrictions set forth herein, or violate usage rules promulgated from time to time shall be denied future use of the room.

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4) Groups may not exceed the fire code occupancy: 114 people for Station 85; 20 people for Station 86; 25 people for Station 92.

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5) The meeting room may be used for **official business purposes only.** Parties, social gatherings, fundraising, partisan political activities, religious and private business activities are excluded from the use of the meeting room. The room is not conducive to minor's activities or any use which involves or includes physical exercise, running, jumping, dancing, game playing, or similar activities, the nature in which might cause wear and tear to the furniture, fixtures, wall coverings, window coverings or floor coverings. El Dorado Hills Fire Department retains ultimate authority with regard to approval or disapproval of any given use and reviews each event prior to authorization or final approval to ensure the safety of the use and that equipment and furnishings will not damage the facilities.

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4)6) Fire Administration may cancel any approved use of the facilities at any time for any reason. If available, the Department will offer the use of another Department facility. **Fire Department use of all of its facilities should at all times have higher priority than non-department use.** The Community Rooms are an integral part of the normal District operations. These rooms are routinely utilized by the District and affiliated entities for training, instruction, meetings, etc. Other uses are subject to cancellation or rescheduling at any time due to District requirements.

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2) ~~El Dorado Hills Fire Department retains ultimate authority with regard to approval or disapproval of any given use and reviews each event prior to authorization or final approval to ensure the safety of the use and that equipment and furnishings will not damage the facilities. Certain uses will not be authorized under any circumstances as set forth in Section XI, below. Moved to #4~~

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3) ~~Fire Administration may cancel any approved use of the facilities at any time for any reason. If available, the Department will offer the use of another Department facility. Fire Department use of all of its facilities should at all times have higher priority than non departmental use. Moved to #4~~

~~4)7) _____ Groups, organizations or individuals hereby agree that during the use of the facility, they shall not exclude any person from participation in, or deny anyone the benefits of their services or assets or the use of the facility, or otherwise subject any person to discrimination of any sort because of age, race, color, disability, or national origin.~~

~~5) Monopolization of rooms by any group is discouraged. Groups requesting excessive use of facilities are subject to cancellations. Moved to #2.~~

~~6) Users may be El Dorado Hills based homeowner groups and recognized neighborhood associations, El Dorado Hills based community groups or organizations that are open to the public, non-profit organizations, public schools and other governmental agencies whose purposes are not related to fundraising or fee related events. Moved to #1.~~

~~7) No group shall exceed any room capacity as specified by the El Dorado Hills Fire Department. Maximum capacity is posted in each room. Moved to #3.~~

~~8) Applications must be signed and returned before the scheduled meeting is held. One application may cover up to three (3) usage dates. Fire Administration must be notified of change of responsible party, contact persons, addresses and phone numbers. Upon approval of an application the applicant will be provided a copy of the Conference Room Usage Policy, applicable rules, and where applicable, a receipt for key deposit/room deposit. Moved to #2.~~

8) The person requesting the use of a Community Room shall be the primary contact for the group, but the group itself will be held liable for compliance with all provisions contained in this Policy. If the primary contact cannot be present during the entire scheduled time, another individual must be appointed to be responsible and accountable. Subleasing of the Facility is prohibited. The group or organization is responsible for maintaining the orderly conduct of all its guests/speakers, etc., ensuring admittance to the facilities of approved personnel only, informing all admitted of the rules by which they must abide, compliance with the rules by all guests/participants, and for any damage to the facility and its contents. The group or organization must ensure that events are adjourned and facilities vacated at the specified end time. Repeated end-time violations may result in denial of further facility use.

9) ~~Tables and chairs, dry erase boards and screens (where listed) are provided at no charge. Tables, chairs, boards, and any other equipment and must be returned to the configuration existing when the group arrived, posted or returned to the original layout.~~ Equipment, supplies or personal belongings of any group may not be stored in the community rooms. No decoration may be attached to painted walls or ceiling tiles. No decorations are allowed on the exterior of the building. Any use of decorations shall be that which will not leave any damage to walls of facilities and must be removed and properly disposed of. Telephone use (where available) is restricted to local calls only.

District audio and video equipment may be utilized, if available, for a reasonable fee (together with deposit), provided the user can demonstrate familiarity with and ability to properly utilize the equipment. EL Dorado Hills Fire Department does not provide usage of Laptops, Projectors, A/V Equipment, or Technical Support.

~~10)~~

10) Food and beverages (non-alcoholic) are allowed in meeting facilities, however the room and the kitchen facilities must be left clean or a clean-up fee will be assessed. No cooking is allowed unless expressly authorized. Consumption of alcoholic beverages and use of tobacco products are strictly prohibited on District property.

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1) —

~~Groups shall promptly report any damage done to the facility. Groups leaving food remnants on furniture, counter tops or floors will be assessed a minimum clean up fee of \$40. Groups damaging furniture, carpeting or walls will be assessed a damage fee relative to the restoration cost. Repeated instances of failure to clean will lead to room charges and/or revocation of use privileges.~~

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~~11) 14)~~

12) The El Dorado Hills Fire Department assumes no responsibility for loss or damage to possessions of, or equipment and materials used by user groups, individual attendees, their employees or volunteers, nor for any injury to any person as a result of, or in any way arising from, any given use of the facility. Users must agree to indemnify and hold harmless the El Dorado Hills Fire Department against any and all claims, actions or causes of action, whether relating to personal injury or loss or damage to any item, which results from or in any way arises out of the use of any meeting room facility. The Fire Department is not responsible for theft or damage, nor will any storage space be provided to groups or organizations.

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~~13) No decoration may be attached to painted walls or ceiling tiles. No decorations are allowed on the exterior of the building. Any use of decorations shall be that which will not leave any damage to walls of facilities and must be removed and properly disposed of. Moved to #6~~

~~14) Consumption of alcoholic beverages and use of tobacco products are strictly prohibited on District property. Moved to #7~~

~~15) Telephone use (where available) is restricted to local calls only. Moved to #6~~

~~16) Groups or organizations who incur excessive "No Show" bookings will be denied future use of the rooms. Groups who violate any of the restrictions set forth herein, or violate usage rules promulgated from time to time shall be denied future use of the room. Moved to #2~~

17) Meeting rooms shall not be scheduled for the following:

a) — Religious worship services.

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b) — Events involving noise or amplified music, or any use which in any manner interferes with normal Fire Department Operations. The determination as to whether such interference may occur shall be made at the sole and absolute discretion of the Fire Chief (or acting Chief).

c) — Groups or organizations whose size exceeds the Fire Code limit (currently, 114 at Station 85 and 25 at Station 86) or parking requirements exceed available parking spaces.

d) — Illegal activities.

e) — Wedding receptions, reunions, birthday parties, parties, graduations, dances, dance classes and similar celebrations.

f) — Private events from which the general public is excluded.

g) — Partisan Political Activities.

h) — Any event for which admission is charged, donations are solicited, or sales are solicited, contracts are entered or money is exchanged. (Exception: nominal charge to attendees solely to cover the cost of facility usage or food or refreshments served).

i) — Any for profit activities. Verification of non-profit status may be required.

j) — Any use which involves the assembly of arts and crafts or other products, or the use of glue, glitter or similar materials.

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~~18)~~ Subject to the provisions regarding exercise of First Amendment rights, Fire Administration reserves the right to refuse or revoke permission for the use of meeting rooms to any group or individual whose activities, use or proposed use, endanger any property or person, or interfere with any other use of the property upon which the Facilities are located, or of the Facilities, in the sole and absolute discretion of the Chief.

~~19) The Community Rooms are an integral part of the normal District operations. These rooms are routinely utilized by the District and affiliated entities for training, instruction, meetings, etc. The District shall have first priority at all times. Other uses are subject to cancellation or rescheduling at any time due to District requirements. Moved to #4~~

~~20) Subleasing of the Facility is prohibited. Moved to #5~~

~~21) Rules governing use of the facility may be promulgated from time to time. Those rules shall be provided to users upon approval of an application for use. Fees and/or deposits may be changed for facility usage according to a schedule developed by Fire Administration. Such fees and deposits are intended to ensure compliance with rules and to offset normal wear and tear and cleaning costs incurred in connection with such usage, and to ensure that any damage done to the facility or equipment is repaired at the user's cost.~~

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Application for Use of Meeting Rooms

(Example: Can be adjusted by Staff)

PRINT Clearly

Incomplete applications will be returned

Call (916) 933-6233 for availability of your preferred dates. Enter the approved dates below:

(You may request dates through 2009. Reservations may be renewed annually after October 10th for the following year.)

Date One: _____ Start Time: _____ End Time: _____

Date Two: _____ Start Time: _____ End Time: _____

Date Three: _____ Start Time: _____ End Time: _____

Organization: _____ Today's Date: _____

Primary Contact: _____ (w) Phone: _____

Address: _____ City: _____ Zip: _____

Email Address: _____ Fax: _____

Driver's License #: _____ (h) Phone: _____

Secondary Contact: _____ (w) Phone: _____

Driver's License #: _____ (h) Phone: _____

Purpose of Use: _____ Expected # of Attendees: _____

Answer ALL of the following questions

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1. Is this group an El Dorado Hills community or Fire Department organization? Yes No
2. Is this group sponsored by the Fire Department? Yes No If yes, which department?

3. Do the majority of participants live in El Dorado Hills? Yes No
4. Is this group from an area school? Yes No If yes, which one?

5. Is this group a profit oriented business concern? Yes No
6. Do attendees pay a fee to participate in the scheduled meetings? Yes No
7. Is this event specifically for the marketing or selling of a product or service? Yes No
8. Is this meeting open to the public? Yes No
9. Will any events held be for fundraising purposes? Yes No
10. Does this event sponsor a particular political party or individual? Yes No

I affirm that I have read and will abide by the rules outlined in the
El Dorado Hills Fire Department Community Meeting Room Policy.

13) Signature of Primary Contact _____ Signature of Secondary Contact _____

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August 2016
Oak Shores Community Association

To All the Chimney Fire Firefighters

THANK YOU

On behalf of all the 810 owners and residents of the Oak Shores Community at Lake Nacimiento our Board Members want to thank all your wonderful firefighters who participated in the massive Chimney Fire effort and saved our community. You are our Heros.

Oak Shores has always been a very firefighter friendly community. We have a small volunteer fire station supported and backed up by professional CalFire firefighters. Every year we thank and celebrate our firefighters with a Firefighter's Ball that raises about \$10,000 for special equipment and other unmet needs of our Fire Station 31. We understand the risk of fire and take active steps to minimize the risks of wildfire in our community. Oak Shores is California's first designated Firewise Community. The Chimney Fire was our worst fear and you all helped us get through it without anyone being hurt or killed or the loss of a single home. We will remember this fire for a very long time and remain eternally grateful to your firefighters.

God Bless
all of you!!!
Steve Gasperson
Thanks Guys & All Firefighters
For All your hand work
Randy Billuta

From our entire
Community: "Thank You"
You are all "Hero's"
Steve Gasperson
Board President

GREAT EFFORT!
THANKS FOR PROTECTING
OUR COMMUNITY!
WE LOVE YOU GUYS & GALS
CHRIS QUALLS

Thank you for your
dedication and service
to our community. we
appreciate all your hard work.
Theresa Harris

APPRECIATE YOUR
LONG & HARD EFFORTS
TO SAVE OUR'S AND OTHER
COMMUNITIES!

Rad O'Quinn

The entire
Oak Shores Community
cannot thank you
enough for taking care
of us during this terrible
fire! We were so
fortunate to have you
here! Bobby Sutherland