

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
EIGHT HUNDRED FIFTY FIFTH MEETING
Thursday, October 20, 2022
5:30 p.m. Closed Session
6:00 p.m. Open Session
(1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

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

Zoom Webinar Video Conference link:

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

Webinar ID: 875 0317 6283

Passcode: 809315

Conference Dial in:

1-669-900-9128

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

Thank you for your understanding during these challenging times.

NOTE

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.

- I. Call to Order
- II. Closed Session Items
 - A. Closed Session pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief
- III. Pledge of Allegiance
- IV. Presentation
 - A. Introduction and pinning of new Firefighter/Paramedic
 - B. Promotional Ceremony for Battalion Chief Chris Landry and Fire Captain Ryan Bennett.
- V. 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 854th Board meeting held September 15, 2022
 - B. Approve Financial Statements and Check Register for September 2022
End Consent Calendar
- VI. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless

authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.

- VII. Correspondence
- VIII. Attorney Items
- IX. Committee Reports
 - A. Administrative Committee (Directors Bennett and Durante)
 - B. Finance Committee (Directors Giraudo and White)
 - C. Joint Powers Authority (Directors Giraudo and White)
 - D. Communications (Ad-Hoc) (Directors Durante and Hartley)
 - E. CRR Services (Ad-Hoc) (Directors Hartley and White)
- X. Fire Chief's Report
- XI. Operations Report
 - A. Operations Report (Receive and File)
- XII. Community Risk Reduction Report
 - A. CRRD Report
- XIII. Fiscal Items
- XIV. New Business
 - A. Public Hearing: Second reading and adoption of the 2022 California Fire Code by way of Ordinance 2022-01
 - B. Review and approve Resolution 2022-19 of appreciation of retired Battalion Chief John Johnston
 - C. Review and approve Advanced Life Support Ambulance Agreement between El Dorado County Emergency Services Authority and El Dorado Hills Fire Department effective July 1, 2022
 - D. Review and approve Resolution 2022-20 fixing the employer contribution at an equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act
 - E. Review and approve strike team reimbursement to Deputy Chief Dustin Hall
 - F. Review and approve Resolution 2022-21 amending the Chief Officer Wages & Benefits Resolution
 - G. Review and approve Resolution 2022-22 to write-off capital assets based on the results of the physical inventory process
 - H. Discuss JPA ambulance staffing
 - I. Review and approve RFQ for a Lake Rescue Boat
 - J. Review and approve RFQ for HVAC Maintenance Services
 - K. Review and approve Mechanic Services Contract between El Dorado County Emergency Services Authority and El Dorado Hills Fire Department
- XV. Old Business
 - A. Rescue Transition Update
 - B. Training Facility Update
 - C. EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)
- XVI. Oral Communications
 - A. Directors
 - B. Staff
 - C. Schedule upcoming committee meetings
- XVII. Adjournment

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

This Board meeting is normally recorded.

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED FIFTY FOURTH MEETING OF THE BOARD OF DIRECTORS

Thursday, September 15, 2022, 5:30 p.m.

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

I. CALL TO ORDER

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

II. CLOSED SESSION

- A. Closed Session pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Finance Committee, Directors Giraud and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Items Under Negotiation: Memorandum of Understanding with the El Dorado Hills Professional Firefighters pertaining to staffing at Station 91**
- B. Closed Session pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Finance Committee, Directors Giraud and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Items Under Negotiation: Potential meet and confer regarding ambulance staffing**
- C. Closed Session pursuant to Government Code Section 64956.9 (d)(2); significant exposure to litigation; Two Potential Matters**
- D. Closed Session pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief**

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

The meeting reconvened at 6:05 p.m. No action was taken in Closed Session.

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATION

- A. Introduction of New Employee – Continued to October Board meeting.**

V. CONSENT CALENDAR

- A. Approve Minutes of the 853rd Board meeting held August 18, 2022**
- B. Approve Financial Statements and Check Register for August 2022**

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

VI. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters – Dave Brady, Sergeant at Arms, thanked the**

Board for their consideration of the proposed Station 91 staffing amendment.

B. EDH Firefighters Association – None

C. Public Comment – Public comment was made by John Whitfield.

VII. CORRESPONDENCE – Received and filed.

VIII. ATTORNEY ITEMS – None

IX. COMMITTEE REPORTS

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

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

C. Joint Powers Authority (Directors Giraudo and White) – Chief Johnson reported that the JPA is discussing possible solutions to address the impact of Medic 49 being out of service.

D. Communications (Ad-Hoc) (Directors Hartley and Durante) – Director Durante stated that the committee met and is ready to do a full review of the communications options.

E. CRR Services (Ad-Hoc) (Directors Hartley and White) – Director White reported that the committee met and stated that Chief Fields would be covering the information that was discussed in the CRRD Report.

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

- Engineer Jower, Captain Nelson, and Captain Zarback all finished their probation.
- Engineer Cummins celebrated 15-years of service.
- Chief Lilienthal celebrated 10-years of service.
- The Honor Bowl was hosted at Oak Ridge High School and was a successful event, but Staff attendance was impacted by the Mosquito Fire.
- Engineer Jower, Firefighter Minnich, Firefighter Nielsen, Captain Cowles, Engineer LeBlanc, and the EDH Fire Department were all presented with awards for heroism at the Hearts for Heroes Gala event.
- He congratulated Chris Landry on his upcoming promotion to Battalion Chief and Ryan Bennett on his upcoming promotion to Captain.
- He has been appointed to the Cal Chief’s Board of Directors.

XI. OPERATIONS REPORT

A. Operations Report (Receive and File) – Received and filed.

XII. COMMUNITY RISK REDUCTION REPORT

A. CRRD Report – Chief Fields summarized the activity in the Community Risk Reduction Division for August.

XIII. FISCAL ITEMS

Public Hearing: Review and approve Resolution 2022-16 approving the Final Budget for fiscal year 2022/23 and authorize expenditures from Reserve Funds – Director of Finance Braddock presented the FY 22/23 Final Budget for approval.

The public hearing was opened at 6:41 p.m.

The public hearing was closed at 6:44 p.m.

Director Girauo made a motion to approve Resolution 2022-16 approving the Final Budget for fiscal year 2022/23 and authorize expenditures from Reserve Funds, seconded by Director Durante and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

- B. Receive and file annual Development Fee balance and expenditures report** – Director of Finance Braddock presented annual Development Fee balance and expenditures report. Received and filed.

XIV. NEW BUSINESS

- A. Review and approve Resolution 2022-17 approving the Side Letter Agreement #2 to the El Dorado Hills Professional Firefighters Memorandum of Understanding** – Director of HR Hall presented the proposed side letter agreement to the El Dorado Hills Professional Firefighters MOU increasing the staffing at Station 91 from two to three.

Director Hartley made a motion to approve 2022-17 approving the Side Letter Agreement #2 to the El Dorado Hills Professional Firefighters Memorandum of Understanding, seconded by Director Girauo and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

- B. Introduction and First Reading of Ordinance 2022-01 Adopting the 2022 Fire Code, as amended; set Public Hearing for October 20, 2022** – Chief Fields summarized the proposed changes to the Fire Code. The Board confirmed that the public hearing to adopt the Ordinance will be set for October 20, 2022.
- C. Review and approve Resolution 2022-18 of appreciation to Donna Richmond for her generous donation of the land at Station 91**– Chief Johnson presented a Resolution of Appreciation for the land donation from Donna Richmond.

Director Hartley made a motion to approve Resolution 2022-18 of appreciation to Donna Richmond for her generous donation of the land at Station 91, seconded by Director White and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

- D. Review and approve strike team reimbursement to Deputy Chief Michael Lilienthal** – Director of Finance Braddock presented Chief Lilienthal’s strike team reimbursement for approval.

Director White made a motion to approve the strike team reimbursement to Deputy Chief Michael Lilienthal, seconded by Director Girauo and unanimously carried.

XV. OLD BUSINESS

- A. Rescue Shared Services Agreement Update** – Chief Johnson reported that Rescue FPD has hired a temporary Administrative Assistant and EDH staff is working to transition the administrative duties.
- B. Training Facility Update** – Chief Johnson reported that the Training Facility project remains on schedule and on budget and there is significant visible progress every week.
- C. EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)** – No report.

XVI. ORAL COMMUNICATIONS

- A. Directors** – Director Hartley thanked staff for their work on the recent fires, Director White encouraged attendance at the Bertelsen Memorial on 9/16, Director Durante reported that the Serrano County Club will likely be honoring the Fire Department at their upcoming Flame Jumper event, and Director Bennett thanked staff for their participation in the various community events.
- B. Staff** – None
- C. Schedule upcoming committee meetings** – None

XVII. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

Approved:

Bobbi Bennett, President

Jessica Braddock, Board Secretary

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

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending September 30, 2022



	Final Budget FY22/23	Actual September 2022	Actual YTD September 30, 2022	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	22,548,795	-	910	(22,547,885)		
3270 · Unsecured Tax Revenue	432,189	329,309	330,651	(101,538)		
3280 · Homeowners Tax Revenue	153,640	-	-	(153,640)		
3320 · Supplemental Tax Revenue	600,000	144,816	151,426	(448,574)		Timing of property tax collection
3330 · Sacramento County Revenue	31,000	-	-	(31,000)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	35,000	-	60	(34,940)		
3335.3 · Latrobe Base Transfer	91,000	-	-	(91,000)		
3340 · Property Tax Administration Fee	(417,651)	-	-	417,651		
Total 3240 · Tax Revenue	23,473,973	474,125	483,047	(22,990,926)	2%	
3500 · Misc. Operating Revenue						
3506 · CRRD Cost Recovery Fees	610,000	75,380	170,897	(439,103)	28%	
3507 · Hosted Training Revenue	95,000	(4,243)	86,282	(8,718)	91%	Training grant received - to be offset by registration refunds
3508 · Mechanic Cost Recovery Fees	10,000	2,313	4,796	(5,204)	48%	Mechanic Cost Recovery Fees trending higher than budget
3512 · JPA Revenue	1,150,000	-	-	(1,150,000)	0%	Timing of collection; pending new contract
3513 · Rental Income (Cell site)	54,180	4,515	13,545	(40,635)	25%	
3514.1 · Operating Grants Revenue	113,635	-	-	(113,635)	0%	Timing of grant proceeds
3514.2 · Capital Grants Revenue	31,170	-	-	(31,170)	0%	Timing of grant proceeds
3515 · OES/Mutual Aid Reimbursement	1,000,000	259,332	305,855	(694,145)	31%	Timing of OES invoices/severity of fire season
3520 · Interest Earned	130,000	904	39,357	(90,643)	30%	
3500 · Misc. Operating Revenue - Other	90,000	5,531	73,350	(16,650)	81%	Workers' Compensation Dividends received in Jul-22
Total 3500 · Misc. Operating Revenue	3,283,985	343,730	694,081	(2,589,904)	21%	
Total Operating Revenue	\$ 26,757,958	\$ 817,855	\$ 1,177,128	\$ (25,580,830)	4%	
3550 · Development Fee						
3560 · Development Fee Revenue	1,400,000	66,951	273,755	(1,126,245)	20%	Development fee collections trending slightly lower than budget
3561 · Development Fee Interest	-	8,764	16,941	16,941	100%	
Total 3550 · Development Fee	1,400,000	75,715	290,695	(1,109,305)	21%	
3568 · Proceeds from Insurance	-	-	-	-	0%	
3570 · Proceeds from Sale of Assets	-	-	-	-	0%	
Total Revenue	\$ 28,157,958	\$ 893,570	\$ 1,467,823	\$ (26,690,135)	5%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending September 30, 2022



					(Target 25%)	
	Final Budget FY22/23	Actual September 2022	Actual YTD September 30, 2022	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	7,833,151	595,999	1,769,989	6,063,162	23%	
6011 · Education/Longevity Pay	487,850	38,336	113,896	373,954	23%	
6015 · Salaries & Wages, CRRD	835,897	61,036	190,984	644,913	23%	
6016 · Salaries & Wages, Administration	802,113	52,780	148,282	653,830	18%	
6017 · Intern/Volunteer Stipends	4,500	-	195	4,305	4%	
6018 · Director Pay	16,000	1,100	1,800	14,200	11%	
6019 · Overtime						
6019.1 · Overtime, Operational	2,070,399	63,233	414,995	1,655,404	20%	
6019.2 · Overtime, Outside Aid	826,446	218,637	441,059	385,387	53%	Timing of fire season
Total 6019 · Overtime	2,896,845	281,870	856,054	2,040,791	30%	
6020 · P.E.R.S. Retirement	3,619,325	144,305	2,228,592	1,390,734	62%	Annual required lump sum payments made in Jul-22
6030 · Workers Compensation	754,353	53,874	161,622	592,731	21%	
6031 · Life Insurance	7,118	466	1,852	5,266	26%	
6032 · P.E.R.S. Health Benefits	1,951,037	155,244	614,393	1,336,644	31%	Paid Oct premium in Sept
6033 · Disability Insurance	22,066	1,770	7,169	14,898	32%	
6034 · Health Cost of Retirees	1,187,065	368,498	575,488	611,576	48%	CERBT Lump Sum Payment made in Sep-22
6040 · Dental/Vision Expense	254,520	20,296	64,181	190,339	25%	
6050 · Unemployment Insurance	15,120	157	1,097	14,023	7%	
6070 · Medicare	183,615	15,023	46,570	137,045	25%	
Total 6000 · Salaries & Wages	20,870,575	1,790,754	6,782,163	14,088,412	32%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	54,867	77	25,546	29,321	47%	Uniform allowance 1st installment paid Jul-22
6102 · Other Clothing & Personal Supplies	61,970	7,248	16,610	45,360	27%	
Total 6100 · Clothing & Personal Supplies	116,837	7,325	42,156	74,680	36%	
6110 · Network/Communications						
6111 · Telecommunications	51,720	4,526	11,763	39,957	23%	
6112 · Dispatch Services	70,000	18,705	-	70,000	0%	Timing of Q1 22/23 dispatch invoice

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending September 30, 2022



	Final Budget FY22/23	Actual September 2022	Actual YTD September 30, 2022	Variance YTD Actual to Full Year Budget	(Target 25%) YTD Actual % of Full Year Budget	Notes/Comments
6113 · Network/Connectivity	90,883	6,818	16,329	74,555	18%	
Total 6110 · Communications	212,603	30,049	28,092	184,511	13%	
6120 · Housekeeping	67,204	5,408	17,089	50,115	25%	
6130 · Insurance						
6131 · General Insurance	120,000	125	28,958	91,042	24%	General liability insurance paid through Oct-22
Total 6130 · Insurance	120,000	125	28,958	91,042	24%	
6140 · Maintenance of Equipment						
6141 · Tires	25,000	2,935	8,871	16,129	35%	
6142 · Parts & Supplies	55,000	12,505	21,904	33,096	40%	
6143 · Outside Work	70,000	6,614	7,239	62,761	10%	
6144 · Equipment Maintenance	45,020	1,048	2,872	42,148	6%	
6145 · Radio Maintenance	22,950	511	967	21,983	4%	
Total 6140 · Maintenance of Equipment	217,970	23,614	41,853	176,117	19%	Timing of maintenance
6150 · Facilities Maintenance	397,308	15,808	50,852	346,456	13%	Timing of facilities projects
6160 · Medical Supplies						
6161 · Medical Supplies	50,000	4,613	10,198	39,802	20%	
Total 6160 · Medical Supplies	50,000	4,613	10,198	39,802	20%	
6170 · Dues and Subscriptions	17,319	759	11,862	5,457	68%	Subscriptions paid for Business Park Homeowners, LCW ERC Membership, Cal Fire Chiefs Annual Membership, FDAC Annual Membership
6180 · Miscellaneous						
6181 · Miscellaneous	13,000	273	1,215	11,785	9%	
6182 · Honor Guard	4,000	145	145	3,855	4%	
6183 · Explorer Program	2,500	237	337	2,163	13%	
6184 · Pipes and Drums	-	-	-	-	0%	
Total 6180 · Miscellaneous	19,500	655	1,697	17,803	9%	
6190 · Office Supplies	37,106	2,900	8,053	29,053	22%	
6200 · Professional Services						
6201 · Audit	15,900	-	4,020	11,880	25%	
6202.1 · Legal Fees	142,000	17,950	38,169	103,831	27%	
6202.2 · Human Resources	96,550	158	11,519	85,031	12%	Timing of promotional exam consulting

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending September 30, 2022



					(Target 25%)	
	Final Budget FY22/23	Actual September 2022	Actual YTD September 30, 2022	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments
6203 · Notices	700	60	260	441	37%	
6204 · Other Professional Services	176,464	20,562	28,720	147,744	16%	Timing of budgeted consulting projects
6205 · Elections/Tax Administration	-	-		-	0%	
6206 · Public Relations	18,850	-	2,600	16,250	14%	
Total 6200 · Professional Services	450,464	38,730	85,287	365,177	19%	
6210 · Information Technology						
						Paid Telestaff, Learning Stream, ArcGIS, Tablet Command, NeoGov, Zoom, Radio Mobile, Concur, IDT Plans, Target Solutions, ImageTrend, etc.
6211 · Software Licenses/Subscriptions	181,293	17,935	94,526	86,767	52%	
6212 · IT Support/Implementation	234,272	17,885	47,307	186,965	20%	
6213 · IT Equipment	170,010	10,321	22,841	147,169	13%	
Total 6210 · Information Technology	585,575	46,140	164,674	420,901	28%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	83,064	5,106	15,296	67,768	18%	
6222 · Solar Lease	-	-	-	-	0%	
Total 6220 · Rents and Leases	83,064	5,106	15,296	67,768	18%	
6230 · Small Tools and Supplies	100,445	2,307	13,669	86,776	14%	Timing of budgeted purchases
6240 · Special Expenses						
6241 · Non-Hosted Training	185,337	8,562	921	184,416	0%	Credit for paramedic grant passthrough received
6241.1 · EDC Hosted Training	85,000	4,675	17,075	67,925	20%	
6242 · Fire Prevention	131,060	6,641	26,992	104,068	21%	
Total 6240 · Special Expenses	401,397	19,878	44,988	356,409	11%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	140,000	9,196	35,913	104,087	26%	
6252 · Travel	42,000	795	3,443	38,557	8%	
6253 · Meals & Refreshments	23,000	841	4,546	18,454	20%	
Total 6250 · Transportation and Travel	205,000	10,832	43,901	161,099	21%	
6260 · Utilities						
6261 · Electricity	40,000	3,406	8,600	31,400	22%	
6262 · Natural Gas/Propane	35,000	477	1,440	33,560	4%	Seasonal timing
6263 · Water/Sewer	20,500	-	3,463	17,037	17%	
Total 6260 · Utilities	95,500	3,884	13,503	81,997	14%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending September 30, 2022



	Final Budget FY22/23	Actual September 2022	Actual YTD September 30, 2022	Variance YTD Actual to Full Year Budget	(Target 25%) YTD Actual % of Full Year Budget	Notes/Comments
Total Operating Expenditures	\$ 24,047,866	\$ 2,008,889	\$ 7,404,293	\$ 16,643,574	31%	
Operating Revenue - Operating Expenditures	\$ 2,710,092	\$ (1,191,034)	\$ (6,227,165)	\$ 8,937,256		
6570 · OPEB UAL Lump Sum Payment	-	-	-	-	0%	
6720 · Capital Outlay	11,657,609	1,664,010	2,574,943	9,082,667	22%	
Total Expenditures	\$ 35,705,476	\$ 3,672,898	\$ 9,979,235	\$ 25,726,241	28%	
Total Revenue - Total Expense	\$ (7,547,518)	\$ (2,779,329)	\$ (8,511,412)	\$ (963,894)		
<u>FUND TRANSFERS</u>						
Transfers to Development Fee Fund	\$ (1,400,000)					
Transfers from Development Fee Fund	8,810,499					
Transfers to Pension Reserve Fund	-					
Transfers from Capital Replacement Fund	2,847,111					
Transfers to Capital Replacement Fund	(2,710,092)					
Net Change in Unassigned/Non-Spendable Fund Balance	<u>\$ 0</u>					

El Dorado Hills Fire Department

10/11/2022 4:26 PM

Register: 1000 · Bank of America
 From 09/01/2022 through 09/30/2022
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/01/2022		Transfer from Paypal	1010 · Paypal	Transfer from ...		*	56,593.10	252,768.15
09/01/2022	EFT	Sterling Administrati...	-split-		318.00	*		252,450.15
09/01/2022	EFT	Sterling Administrati...	-split-		215.00	*		252,235.15
09/01/2022	EFT	De Lage Landen Fina...	-split-	Account # 152...	175.03	*		252,060.12
09/01/2022	EFT	El Dorado Disposal ...	-split-	8/01/22-8/31/22	965.76	*		251,094.36
09/02/2022	EFT	Sterling Administrati...	-split-		1,522.00	*		249,572.36
09/02/2022	EFT	VSP Vision Care	6043 · Vision Insurance	Sept-22	787.00	*		248,785.36
09/04/2022	EFT	Sterling Administrati...	-split-		3.02	*		248,782.34
09/06/2022		Transfer from LAIF	1074 · Local Agency I...	Confirm #1673...		*	800,000.00	1,048,782.34
09/06/2022	EFT	Sterling Administrati...	-split-		203.85	*		1,048,578.49
09/06/2022	EFT	P. G. & E.	-split-		25.34	*		1,048,553.15
09/06/2022	EFT	Sterling Administrati...	-split-		4,313.43			1,044,239.72
09/07/2022	EFT	Sterling Administrati...	-split-		150.00	*		1,044,089.72
09/08/2022	EFT	Sterling Administrati...	-split-		261.00	*		1,043,828.72
09/08/2022	EFT	Sterling Administrati...	-split-		959.33	*		1,042,869.39
09/08/2022	PR22-9-1		-split-	Total Payroll T...	90,536.22	*		952,333.17
09/08/2022	PR22-9-1		1000 · Bank of Americ...	Direct Deposit	307,316.21	*		645,016.96
09/08/2022	PR22-9-1		1000 · Bank of Americ...	Payroll Checks		*		645,016.96
09/09/2022	EFT	Sterling Administrati...	-split-		1,267.50	*		643,749.46
09/09/2022	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	316.00	*		643,433.46
09/09/2022	EFT	ADP	-split-	Payroll Process...	815.60	*		642,617.86
09/09/2022	EFT	P. G. & E.	-split-		516.45	*		642,101.41
09/10/2022	EFT	Sterling Administrati...	-split-		85.00	*		642,016.41
09/10/2022	EFT	Sterling Administrati...	6204 · Other Professio...	Aug-22	364.00	*		641,652.41
09/12/2022	EFT	P.E.R.S. ING	-split-	PR22-9-1	2,570.23	*		639,082.18
09/12/2022	25528	Datacate, Inc.	6212 · IT Support/Impl...	Invoice # 2046...	10,334.00	*		628,748.18
09/13/2022	EFT	P.E.R.S. Retirement	-split-	PR22-9-1	120,615.80	*		508,132.38
09/13/2022	EFT	Sterling Administrati...	-split-		471.97	*		507,660.41
09/13/2022	EFT	Verizon Wireless	-split-	Aug-22	3,344.18	*		504,316.23
09/14/2022		Transfer from LAIF	1074 · Local Agency I...	Confirm #1673...		*	2,600,000.00	3,104,316.23
09/14/2022	EFT	Nationwide Retireme...	-split-	PR22-9-1	22,183.01	*		3,082,133.22
09/14/2022	EFT	Sterling Administrati...	-split-		671.00	*		3,081,462.22
09/14/2022	25529	A-CHECK	6202.2 · Human Resou...	Inv # 59-06869...	17.50	*		3,081,444.72
09/14/2022	25530	ACC Business	-split-		849.17	*		3,080,595.55
09/14/2022	25531	Advanced IPM	-split-		123.00	*		3,080,472.55
09/14/2022	25532	Advantage Gear, Inc.	6102 · Other Clothing ...		675.62	*		3,079,796.93
09/14/2022	25533	Air Exchange	-split-	Invoice # 9160...	3,084.22	*		3,076,712.71
09/14/2022	25534	Aramark	6120 · Housekeeping	Acct. # 175878...	41.20	*		3,076,671.51
09/14/2022	25535	Arnolds for Awards	6190 · Office Supplies		91.16	*		3,076,580.35
09/14/2022	25536	AT&T	-split-	July-22	573.23	*		3,076,007.12

El Dorado Hills Fire Department

10/11/2022 4:26 PM

Register: 1000 · Bank of America
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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/14/2022	25537	Burkett's	-split-		191.16	*		3,075,815.96
09/14/2022	25538	Cal Fire	6241.1 · EDC Hosted ...		3,080.00	*		3,072,735.96
09/14/2022	25539	Caltronics Business ...	-split-	Invoice # 3572...	455.50	*		3,072,280.46
09/14/2022	25540	Capital Building Mai...	-split-	Invoice # 14165	337.30	*		3,071,943.16
09/14/2022	25541	Cascade Fire Equipm...	6102 · Other Clothing ...	Invoice # 126275	384.62	*		3,071,558.54
09/14/2022	25542	EDC Air Quality Ma...	6144 · Equipment Mai...		790.84	*		3,070,767.70
09/14/2022	25543	Department of Motor...	6720 · Capital Outlay		5,675.00	*		3,065,092.70
09/14/2022	25544	DG Granade	6720 · Capital Outlay	Application # 5	1,348,418.66	*		1,716,674.04
09/14/2022	25545	El Dorado County E...	-split-	Invoice # EDC...	20,462.24	*		1,696,211.80
09/14/2022	25546	El Dorado County E...	-split-		341.00	*		1,695,870.80
09/14/2022	25547	El Dorado Irrigation ...	6720 · Capital Outlay	Project Numbe...	144,048.00			1,551,822.80
09/14/2022	25548	Fastenal Company	6233 · Station Tools/S...	Invoice # CAE...	21.24	*		1,551,801.56
09/14/2022	25549	Fit Guard	-split-		554.32	*		1,551,247.24
09/14/2022	25550	The Home Depot Pro	-split-		535.64	*		1,550,711.60
09/14/2022	25551	Larry R. Fry	-split-		476.20	*		1,550,235.40
09/14/2022	25552	Life Assist	-split-		74.46	*		1,550,160.94
09/14/2022	25553	Lodi Truck And Equi...	6720 · Capital Outlay		116,376.98	*		1,433,783.96
09/14/2022	25554	L.N. Curtis & Sons	-split-		1,037.06	*		1,432,746.90
09/14/2022	25555	Mountain Democrat	6203 · Notices		60.00	*		1,432,686.90
09/14/2022	25556	National Garage Doo...	6150 · Facilities Maint...		1,517.22	*		1,431,169.68
09/14/2022	25557	Preferred Alliance, Inc.	6202.2 · Human Resou...	Invoice # 0176...	84.00	*		1,431,085.68
09/14/2022	25558	Roebbelen Construct...	-split-	RCMS Billing:...	30,617.00	*		1,400,468.68
09/14/2022	25559	Rotary	-split-	Sept 2022 Dues	210.00	*		1,400,258.68
09/14/2022	25560	Streamline	6212 · IT Support/Impl...		400.00	*		1,399,858.68
09/14/2022	25561	Western Extrication ...	6144 · Equipment Mai...	Invoice # 1933	257.21	*		1,399,601.47
09/14/2022	25562	CalPERS (OPEB Pre...	6034 · Health Cost of ...		300,000.00	*		1,099,601.47
09/14/2022	25563	Bobbi Bennett	-split-	Aug-22	200.00	*		1,099,401.47
09/14/2022	25564	Greg F. Durante (Dir...	6018 · Director Pay	Aug-22	100.00	*		1,099,301.47
09/14/2022	25565	Charles J. Hartley	-split-	Aug-22	200.00	*		1,099,101.47
09/14/2022	25566	John Giraud	-split-	Aug-22	300.00	*		1,098,801.47
09/14/2022	25567	Timothy J. White	-split-	Aug-22	300.00	*		1,098,501.47
09/14/2022	25568	Chase Bank	2029 · Other Payable	Aug 2022	450.00	*		1,098,051.47
09/14/2022	25569	Wells Fargo Bank	2026 · EDH Associate...	Aug 2022	5,399.55	*		1,092,651.92
09/14/2022	25570	Digital Evidence Ven...	6202.1 · Legal Fees		3,000.00	*		1,089,651.92
09/15/2022	EFT	De Lage Landen Fina...	-split-	Account # 152...	301.30	*		1,089,350.62
09/15/2022	EFT	Verizon Wireless	-split-	Aug-22	70.20	*		1,089,280.42
09/15/2022	EFT	Sterling Administrati...	-split-		645.00	*		1,088,635.42
09/16/2022	EFT	Sterling Administrati...	-split-		580.00	*		1,088,055.42
09/19/2022	EFT	P. G. & E.	-split-		1,080.73	*		1,086,974.69
09/19/2022	EFT	P. G. & E.	-split-		638.72	*		1,086,335.97

El Dorado Hills Fire Department

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09/20/2022	EFT	Sterling Administrati...	-split-		10.00	*		1,086,325.97
09/20/2022	EFT	Sterling Administrati...	-split-		290.00	*		1,086,035.97
09/20/2022	EFT	Sterling Administrati...	-split-		159.96	*		1,085,876.01
09/21/2022	EFT	P.E.R.S. Retirement	-split-	PR22-9-2	116,634.45	*		969,241.56
09/21/2022	EFT	P.E.R.S. Health	-split-	Oct 2022	221,052.97	*		748,188.59
09/21/2022	EFT	Verizon Wireless	-split-	Aug-22	420.11	*		747,768.48
09/22/2022			6150 · Facilities Maint...	Void Check #2...		*	123.00	747,891.48
09/22/2022		Deposit	-split-	Deposit		*	24,821.89	772,713.37
09/22/2022	EFT	P.E.R.S. ING	-split-	PR22-9-2	2,570.23	*		770,143.14
09/22/2022	EFT	Nationwide Retireme...	-split-	PR22-9-2	22,183.01	*		747,960.13
09/22/2022	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Reference # 19...	33,181.93	*		714,778.20
09/22/2022	EFT	Sterling Administrati...	-split-		15.00	*		714,763.20
09/22/2022	EFT	Sterling Administrati...	-split-		387.00	*		714,376.20
09/22/2022	25571	4640 Golden Foothill...	-split-	Invoice # 21331	5,790.40	*		708,585.80
09/22/2022	25572	Acme Saw & Industr...	6233 · Station Tools/S...		50.00	*		708,535.80
09/22/2022	25573	Advantage Gear, Inc.	-split-		237.49	*		708,298.31
09/22/2022	25574	Advanced IPM	-split-		123.00	*		708,175.31
09/22/2022	25575	Aramark	-split-	Acct. # 175878...	82.40	*		708,092.91
09/22/2022	25576	Datacate, Inc.	6212 · IT Support/Impl...	Invoice # 2046...	774.28	*		707,318.63
09/22/2022	25577	Folsom Chevrolet	6143 · Outside Work		5,770.01	*		701,548.62
09/22/2022	25578	Folsom Lake Ford	6142 · Parts & Supplies		121.67	*		701,426.95
09/22/2022	25579	Golden State Emerge...	-split-		833.97	*		700,592.98
09/22/2022	25580	Green Valley Road S...	6221 · Facilities/Equip...	Unit: H19 Tena...	360.00	*		700,232.98
09/22/2022	25581	Genuine Parts Comp...	-split-		2,903.42	*		697,329.56
09/22/2022	25582	Hunt & Sons	6251 · Fuel and Oil	Fuel	614.48	*		696,715.08
09/22/2022	25583	ImageTrend, Inc.	-split-		17,450.00			679,265.08
09/22/2022	25584	InterState Oil Compa...	-split-		6,633.96			672,631.12
09/22/2022	25585	Irrigation Unlimited	6150 · Facilities Maint...	Invoice # 350	250.50	*		672,380.62
09/22/2022	25586	Liberty Bell Smart H...	-split-		74.99	*		672,305.63
09/22/2022	25587	Life Assist	-split-		2,780.40	*		669,525.23
09/22/2022	25588	Liebert Cassidy Whit...	-split-		4,418.00	*		665,107.23
09/22/2022	25589	Longyear & Lavra, L...	6202.1 · Legal Fees	Inv # 21588	860.00			664,247.23
09/22/2022	25590	L.N. Curtis & Sons	-split-		1,609.41	*		662,637.82
09/22/2022	25591	Motorola Solutions Inc	-split-	Customer Acct....	510.98	*		662,126.84
09/22/2022	25592	National Garage Doo...	6150 · Facilities Maint...		1,172.24	*		660,954.60
09/22/2022	25593	Ross Drulis Cusenbery	-split-	Invoice # 2019...	18,874.00	*		642,080.60
09/22/2022	25594	The Permanente Med...	6204 · Other Professio...		2,000.00	*		640,080.60
09/22/2022	PR22-9-2		-split-	Total Payroll T...	123,126.39	*		516,954.21
09/22/2022	PR22-9-2		1000 · Bank of Americ...	Direct Deposit	375,476.84	*		141,477.37
09/22/2022	PR22-9-2		1000 · Bank of Americ...	Payroll Checks		*		141,477.37

El Dorado Hills Fire Department

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09/23/2022	EFT	P. G. & E.	-split-		717.23	*		140,760.14
09/24/2022	EFT	Sterling Administrati...	-split-		79.00	*		140,681.14
09/25/2022	EFT	Sterling Administrati...	-split-		304.20	*		140,376.94
09/25/2022	EFT	Allied Administrator...	6042 · Dental Insurance	Oct 2022	5,361.91	*		135,015.03
09/26/2022	EFT	P.E.R.S. Retirement	-split-	Dennis Adjust...	21.54	*		134,993.49
09/27/2022		Transfer from County	-split-	Transfer from ...		*	1,181,568.94	1,316,562.43
09/27/2022	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	53,873.92	*		1,262,688.51
09/27/2022	EFT	Sterling Administrati...	-split-		705.00	*		1,261,983.51
09/27/2022	EFT	Sterling Administrati...	-split-		77.64	*		1,261,905.87
09/27/2022	EFT	Sterling Administrati...	-split-		40.00	*		1,261,865.87
09/28/2022	EFT	Sterling Administrati...	-split-		395.00	*		1,261,470.87
09/28/2022	25595	Air Exchange	6150 · Facilities Maint...	Invoice # 9160...	433.62			1,261,037.25
09/28/2022	25596	Aramark	6120 · Housekeeping	Acct. # 175878...	41.20			1,260,996.05
09/28/2022	25597	Arnolds for Awards	-split-		132.39			1,260,863.66
09/28/2022	25598	Atwood Insurance	6131 · General Insurance	Invoice # 14649	125.00			1,260,738.66
09/28/2022	25599	Big O Tires	-split-		2,935.42			1,257,803.24
09/28/2022	25600	Burkett's	-split-		205.83			1,257,597.41
09/28/2022	25601	CA Assoc. of Profess...	-split-	October 2022	1,770.00			1,255,827.41
09/28/2022	25602	Capital Building Mai...	-split-	Invoice # 14203	1,567.35			1,254,260.06
09/28/2022	25603	Cascade Fire Equipm...	6233 · Station Tools/S...	Invoice # 126948	165.20			1,254,094.86
09/28/2022	25604	Datacate, Inc.	-split-	Invoice # 2046...	7,327.78			1,246,767.08
09/28/2022	25605	Fit Guard	-split-		273.67			1,246,493.41
09/28/2022	25606	Hefner, Stark & Mar...	-split-		9,672.00			1,236,821.41
09/28/2022	25607	The Home Depot Pro	6120 · Housekeeping		37.33			1,236,784.08
09/28/2022	25608	InterState Oil Compa...	6251 · Fuel and Oil		1,316.40			1,235,467.68
09/28/2022	25609	Interwest Consulting ...	6242 · Fire Prevention	Invoice # 81529	3,345.00			1,232,122.68
09/28/2022	25610	Life Assist	-split-		1,758.15			1,230,364.53
09/28/2022	25611	L.N. Curtis & Sons	-split-		3,319.47			1,227,045.06
09/28/2022	25612	Josh Couch	6040 · Dental/Vision R...		79.00			1,226,966.06
09/28/2022	25613	Metropolitan Life Ins...	6031 · Life Insurance	Customer Num...	466.20			1,226,499.86
09/28/2022	25614	Tablet Command	-split-	Invoice # INV-...	4,084.00			1,222,415.86
09/28/2022	25615	Time Printing	6190 · Office Supplies	Invoice # 8121	102.16			1,222,313.70
09/30/2022	EFT	Sterling Administrati...	-split-		370.98			1,221,942.72
09/30/2022	VerizonR...		3513 · Rental Income (...)	Verizon Month...		*	2,100.00	1,224,042.72

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



MONTHLY OPERATIONS REPORT
SEPTEMBER 2022

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

Strike Team, ISU, and IMT Deployments

Department personnel responded to assist with multiple incidents around the north and central parts of the State. The following are the incidents and resources that were deployed;

Mill and Mountain Incidents, Siskiyou
Mosquito Incident, El Dorado
Red Incident, Yosemite National Park

E-386
ISU, E-386, SOFR, IMT, STEN, E-84, E-86
INCM-T (Communications)



Red Incident

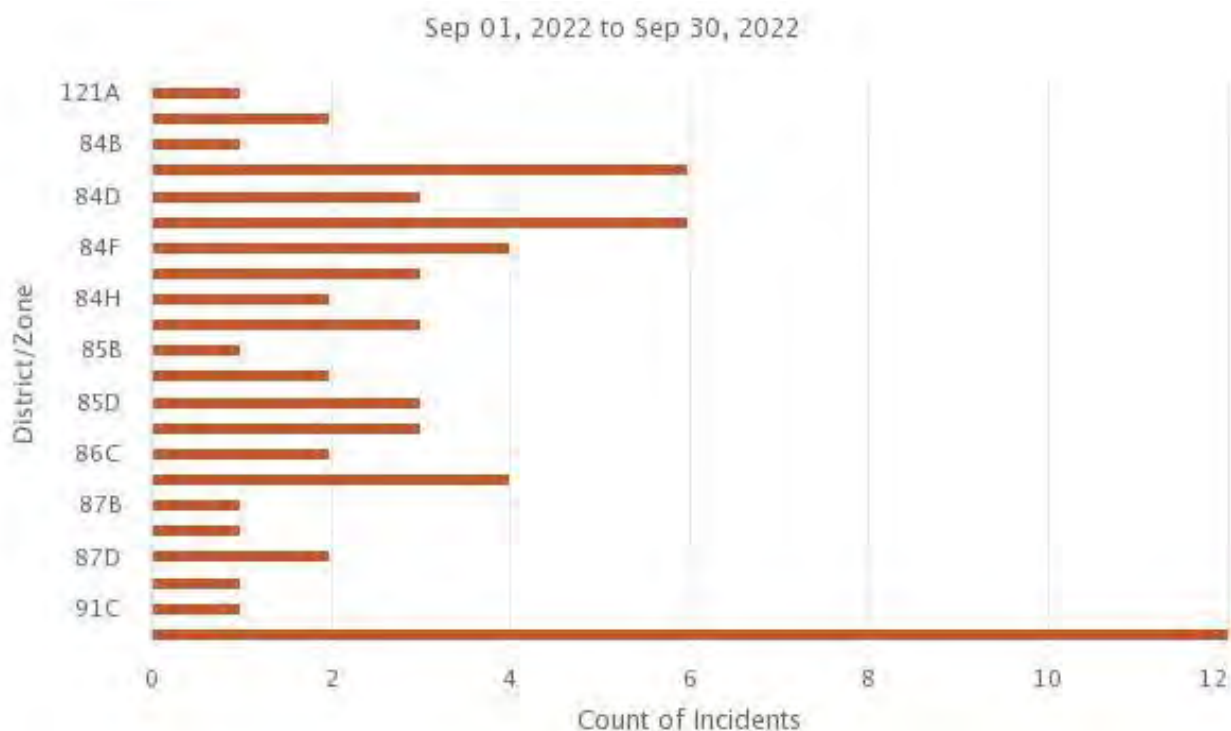


Mosquito Incident

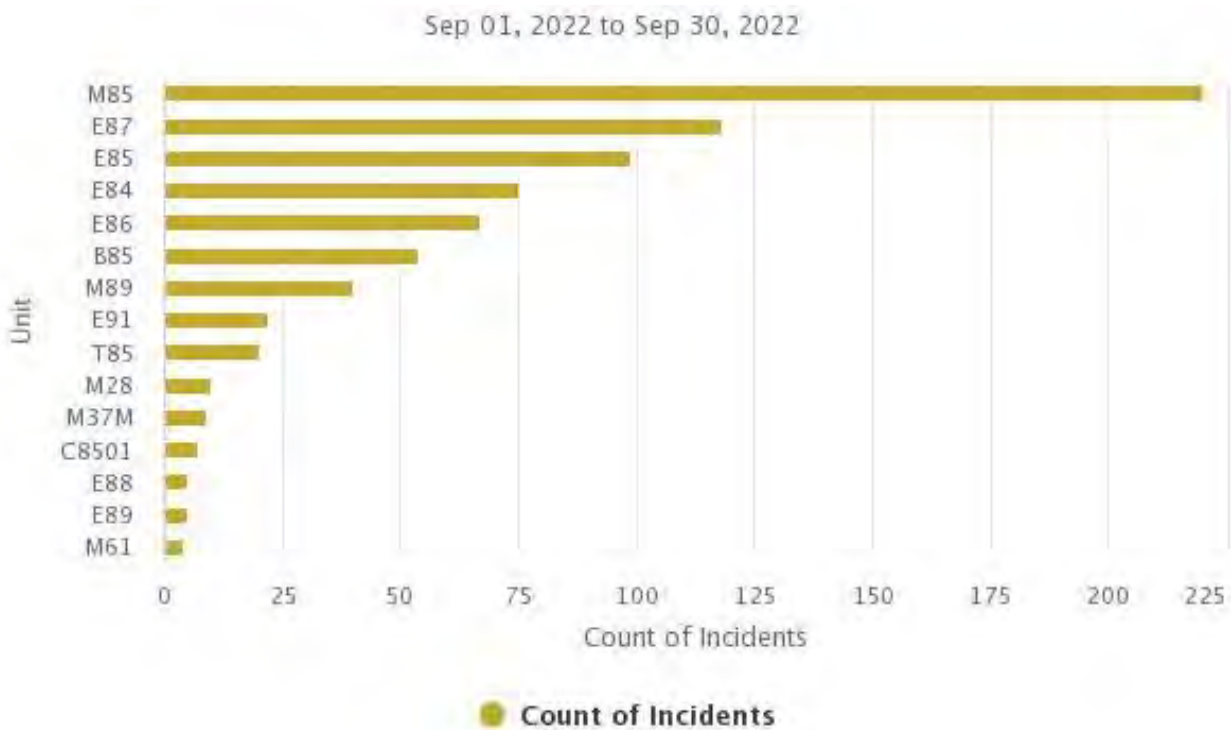


Mountain & Mill Incidents

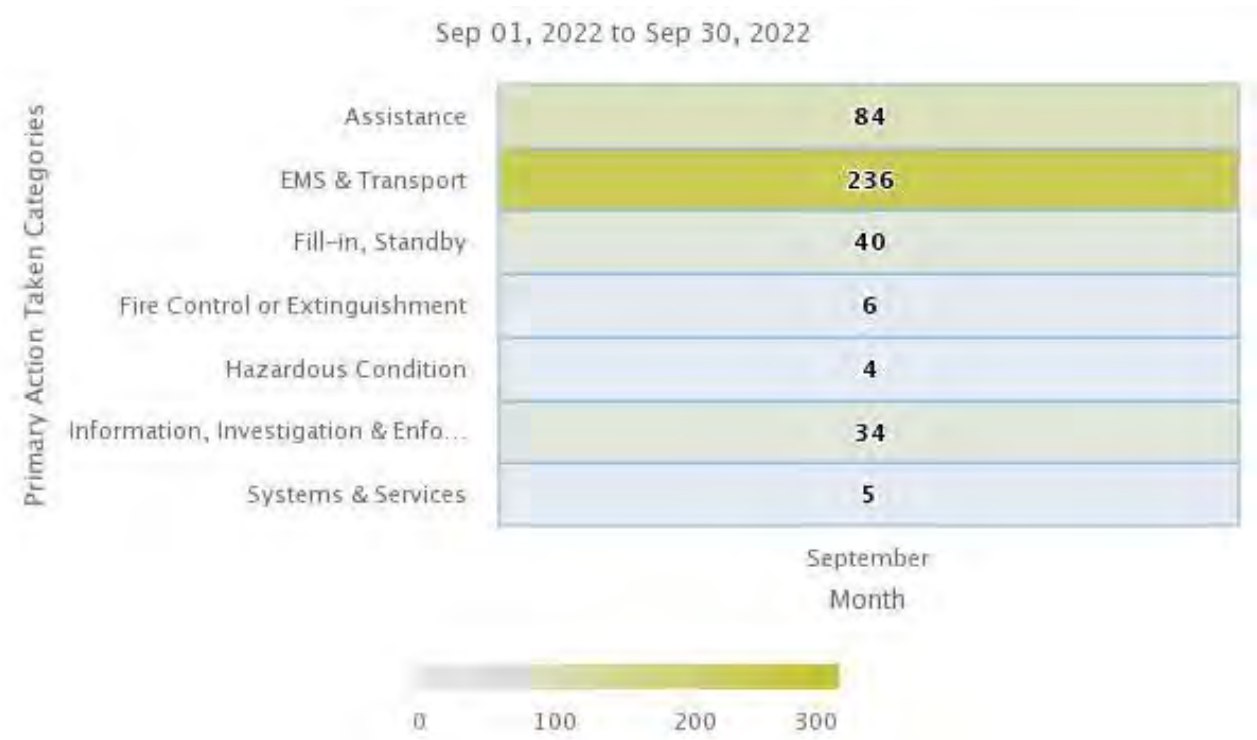
Incidents by District/Zone



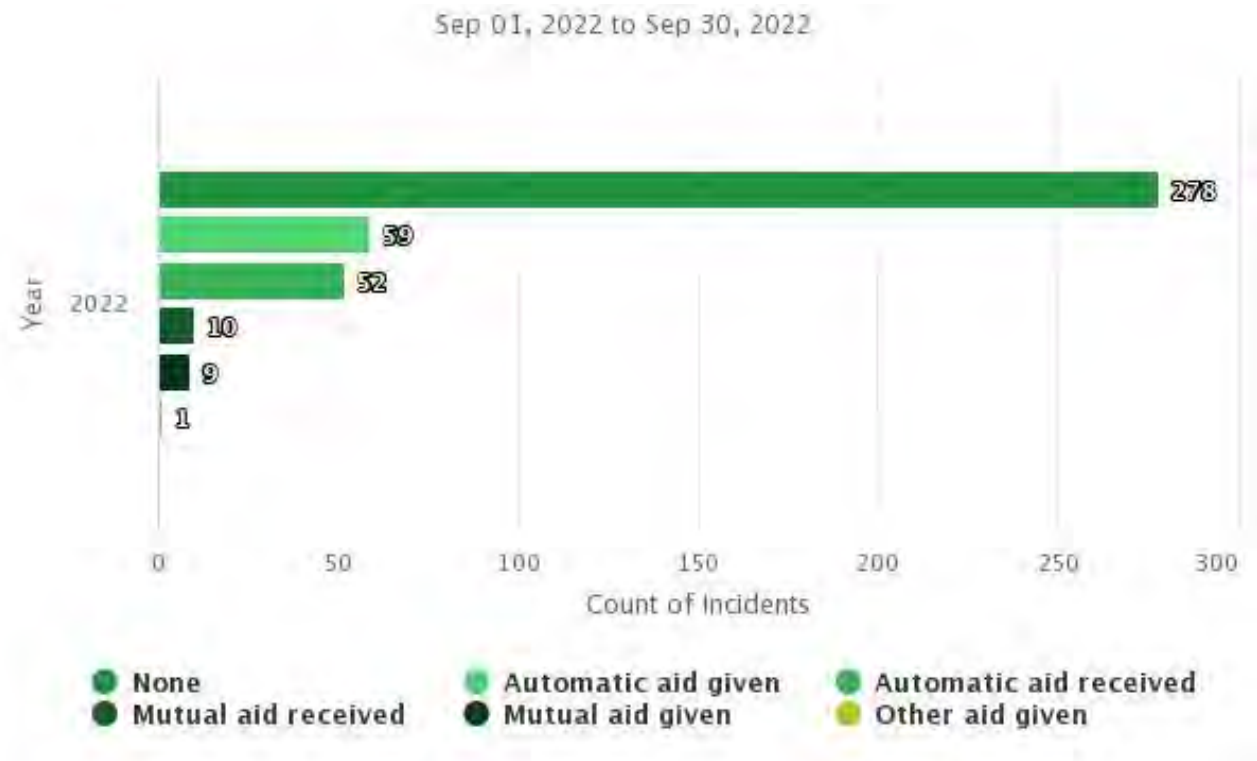
Response by Unit (Top 15 Resources)



Primary Action Taken-Categories

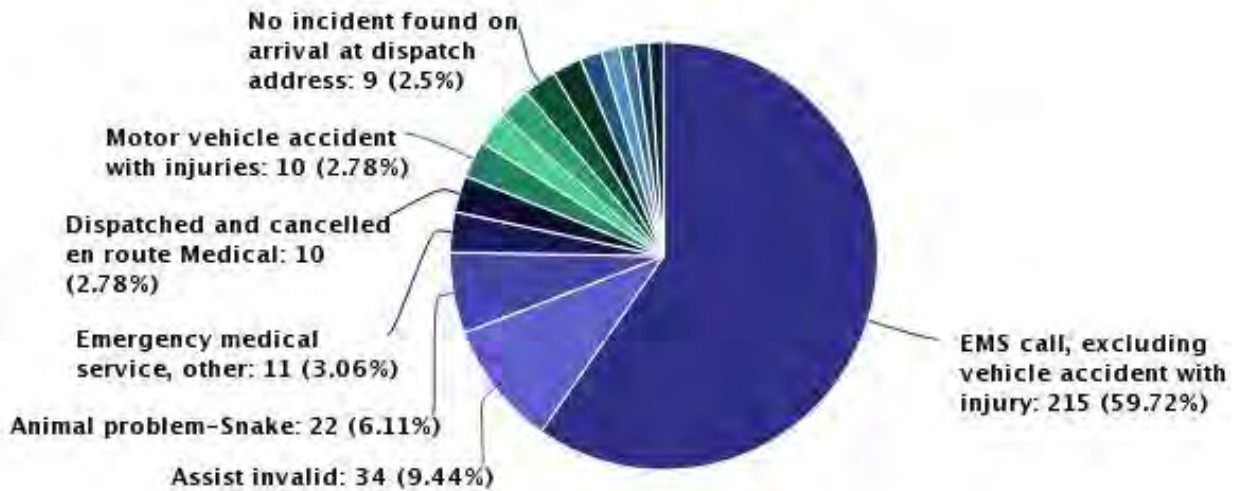


Aid Given/Received



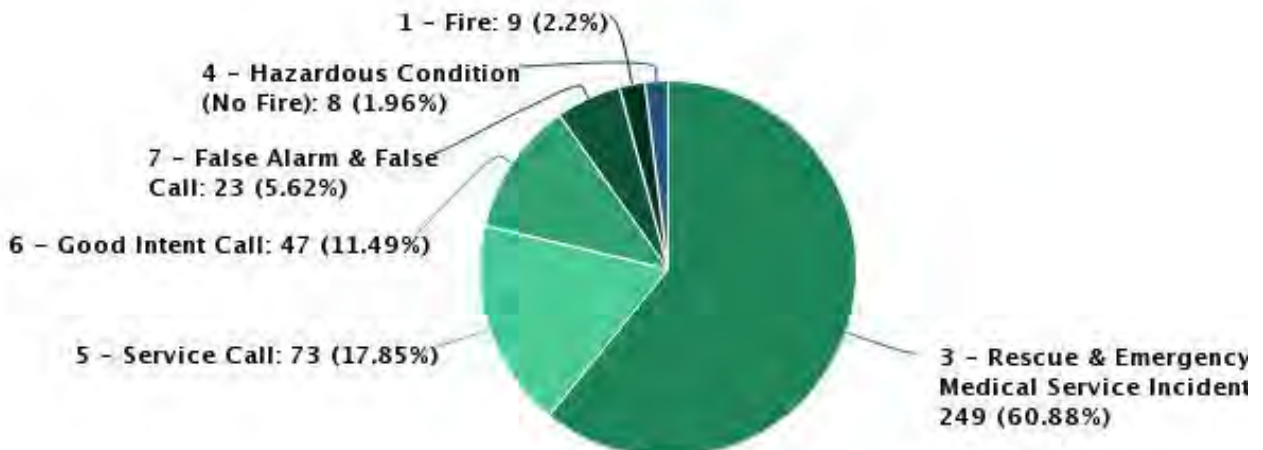
Response/Incident Types & Categories

Sep 01, 2022 to Sep 30, 2022

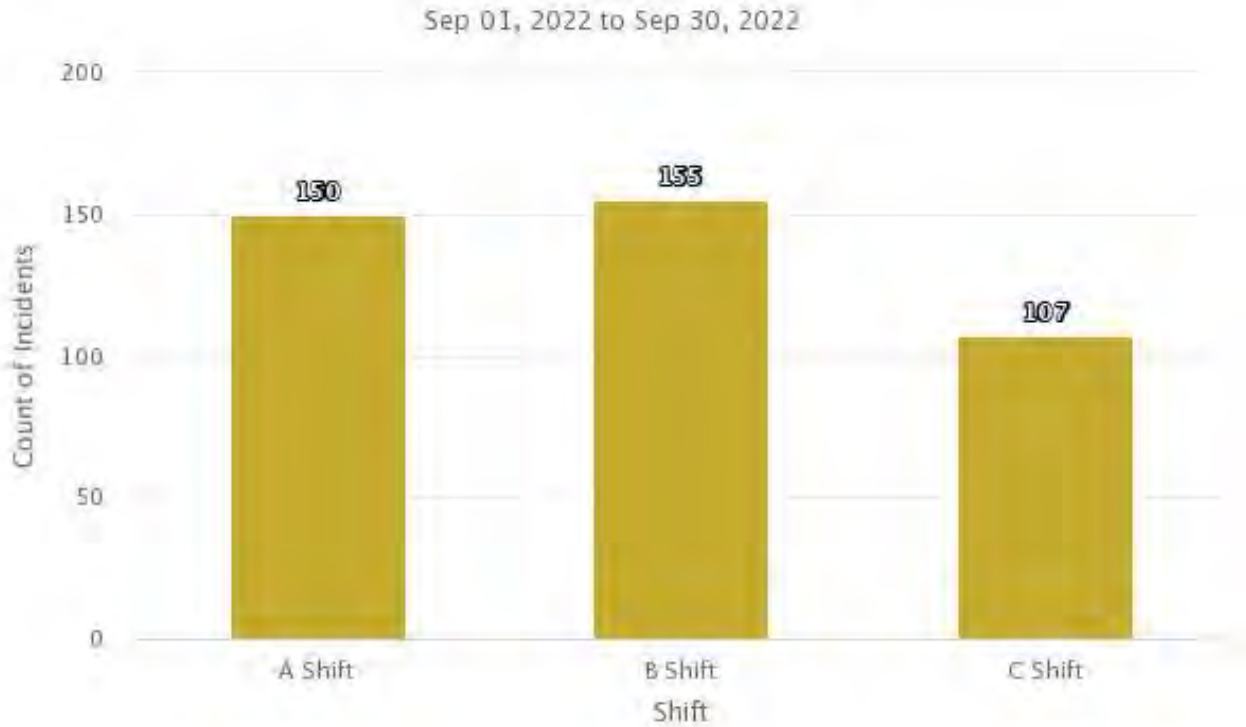


Incident Type Categories

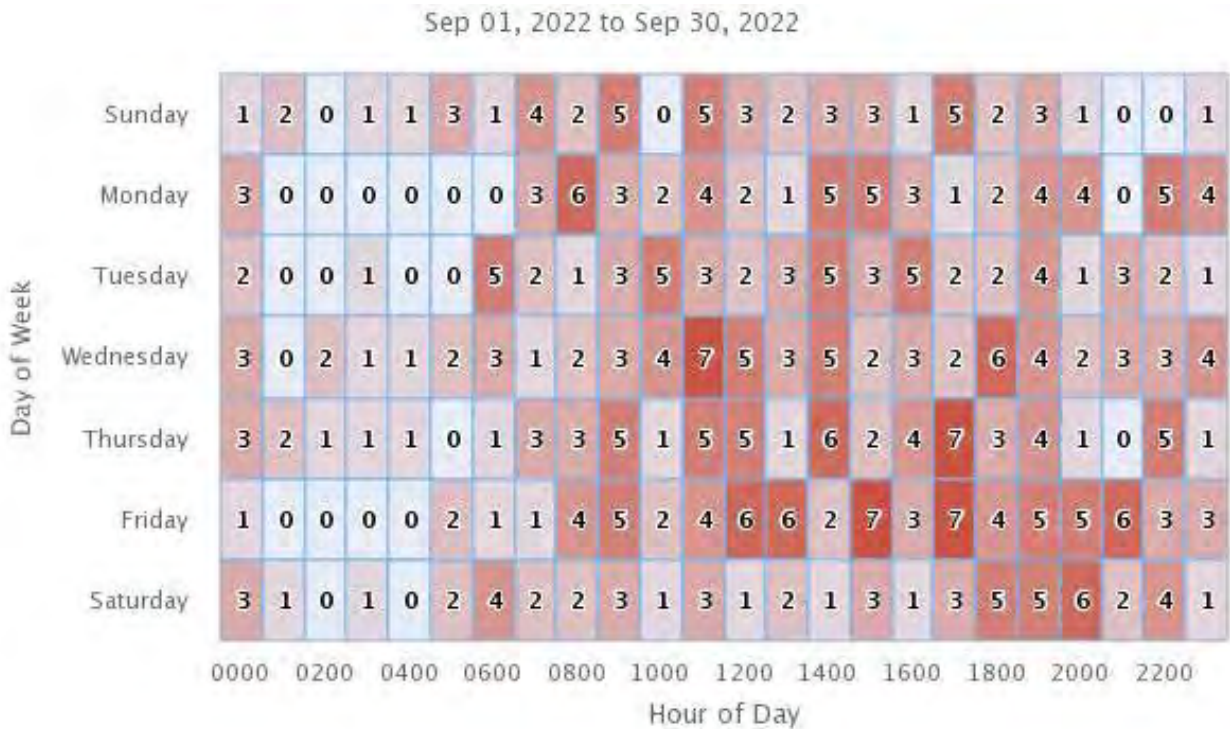
Sep 01, 2022 to Sep 30, 2022



Incident Response by Shift



Incidents by Hour of the Day



*Emergency Response Summary –
Medic Units Response Time - El Dorado
September 2022*

URBAN RESPONSE,

11-minutes, 90% of time

Response Time Between 00:00:00 - 00:00:59	1.05%
Response Time Between 00:01:00 - 00:01:59	3.86%
Response Time Between 00:02:00 - 00:02:59	10.88%
Response Time Between 00:03:00 - 00:03:59	20.70%
Response Time Between 00:04:00 - 00:04:59	38.25%
Response Time Between 00:05:00 - 00:05:59	55.79%
Response Time Between 00:06:00 - 00:06:59	66.32%
Response Time Between 00:07:00 - 00:07:59	73.33%
Response Time Between 00:08:00 - 00:08:59	80.70%
Response Time Between 00:09:00 - 00:09:59	84.91%
Response Time Between 00:10:00 - 00:10:59	87.02%

Medic Unit Response Comparison by Month/Year

MONTH	2022	2021
January	91.28%	93.57%
February	90.98%	91.13%
March	95.33%	93.59%
April	93.70%	91.67%
May	92.04%	89.19%
June	91.24%	88.48%
July	86.31%	89.59%
August	91.13%	85.71%
September	87.02%	89.32%
October		89.96%
November		90.98%
December		87.54%

Fleet Services

This is the first installment of the monthly update from Dave Dixon, Fire Equipment Mechanic, related to the Department's fleet. Since the arrival of Dave to the EDH Family, he has been very busy assessing, developing, and repairing/maintaining the Department's fleet vehicles.

Since Dave's arrival, only one vehicle was sent out for repair, and it was due to a warranty item with Pierce/Golden State Fire Apparatus. This is great news for our agency and is a dawn of a new era that will help to control expenses, quality of service, and keep our fleet on the road more.

There are numerous advantages of having our own mechanic, two of the main values are the ability to keep apparatus in service more and improve costs associated with repairs and maintenance. In the month of September, there were eleven (11) issues that had a potential of causing an estimated sixty-six (66) days of out-of-service time. These eleven issues were resolved with a total of seven (7) days of total out-of-service time, keeping the fleet in service fifty-nine (59) days more than what would have otherwise been realized. The other consideration is the cost for service. When staff evaluated the cost of repairing issues in-house versus an estimated shop rate and parts cost, it is estimated that approximately \$11,500 was saved.

In September, the new mechanic vehicle arrived, and Dave started work on it immediately to get it in service. Staff continues work off outfitting and marking (branding) the vehicle.





Illustration of concept of the branding on the vehicle

The new mechanic vehicle has come in extremely helpful with the day-to-day operational needs related to fleet maintenance



Since Dave's arrival in January of this year, he has not only taken care of our EDH's equipment but has been able to assist neighboring agencies with some of their vehicle related issues. The most recent assistance he provided was to CAL Fire. One of their fleet vehicles was experiencing issues with the DEF (Diesel Exhaust Fluid) system. Dave was able to assess and repair the issue and get the vehicle back into service and work on the Mosquito Fire.



Battalion Chief Updates

B-Shift – Chief Antonio Moreno

Incidents

Vehicle Accident with Fire - Salmon Falls Rd



EDH personnel responded to a vehicle accident with fire. E84 arrived to find a vehicle into the vegetation involved in fire. One person was injured and transported

Carbon Monoxide Incident Ponte Delgado

Residents evacuated a residence upon alerting by CO detectors. Elevated readings were found in the home. No source was found and the house was ventilated for safe occupancy.

Golf Cart Fire in Garage

Cordero Dr



The Golf cart ignited while in the process of charging. Smoke detectors in the home alerted the occupants.



Training

Multi-Agency Drill

Cameron Park Station 89



Engine 86 participated with E89 in an attack line aloft scenario drill.



Community Events

Football Coverage Oakridge H.S

Football season has begun for our EMS standbys at the freshman, JV, and Varsity games.

PAWS Platoon Station 85

This group provides a new program where they train and provide comfort dog to public safety organizations. The program presented on Channel 31 Good Day Sacramento.



C-Shift – Chief Dave Brady

Incidents

September 17, 2022 – Motor Vehicle Accident w/ Extrication, Salmon Falls Rd. EDH, CA



Training

1st Quarter Probationary Firefighter Sign-offs – Station 85



EDH Firefighters at FEMA Task Force 7 Drill – McClellan, Sacramento



Off-Road Vehicle Training – Station 85



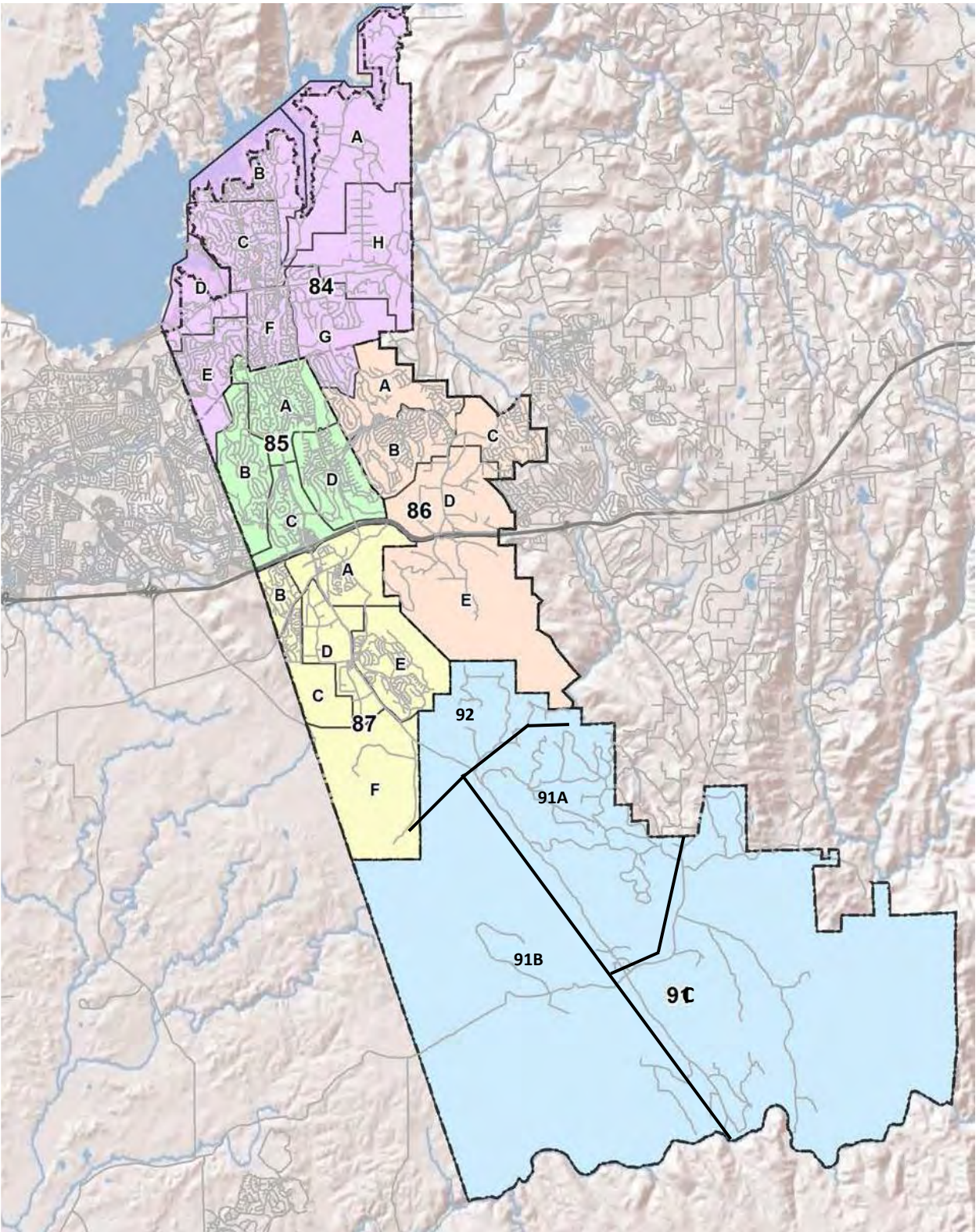
Community Events

Honor Guard and Crews at the Honor Bowl Event - Oakridge High School, EDH



Engine 87C Firefighters at School Tour – El Dorado Hills, CA





EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



Community Risk Reduction Division

September 2022 Report

OVERVIEW

The El Dorado Hills Fire Department, Community Risk Reduction Division (CRRD) continues to see significant residential development and vegetation management program activity throughout the reporting period. Major construction activity continues in the Saratoga Estates, Carson Creek, Bell Ranch, Hawk View, and Bass Lake North areas of the District. New commercial construction consisting of El Dorado Irrigation District (EID) Wastewater Facility, Tractor Supply in the Business Park area, Aloft Hotel in Town Center, as well as the training center continues to progress.

CRRD has received a total of **948** permit to construct plan review submittals since January 1, 2022, with **103** received in the month of September. Home construction permit activity was the leading permit submittal type with **397** plan applications received followed by **182** residential fire protection system applications and **151** miscellaneous applications.

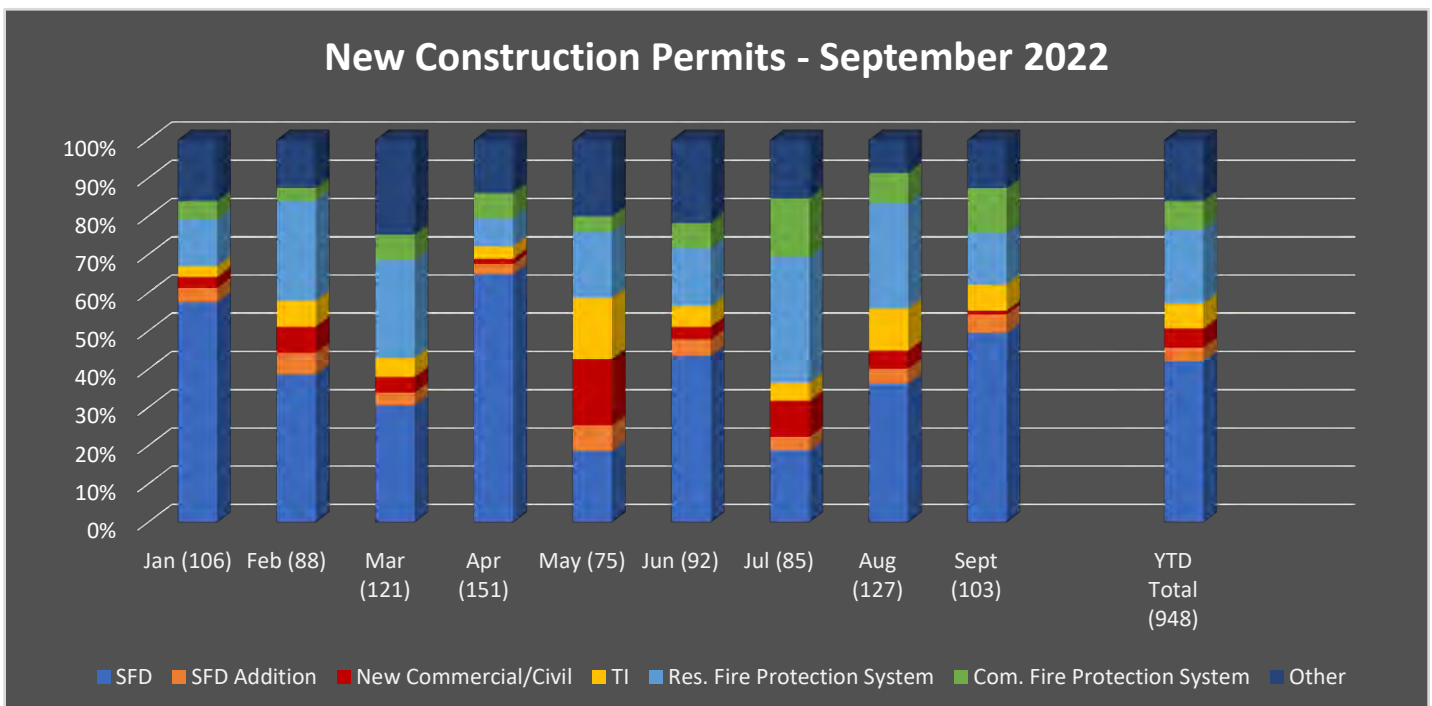
CRRD investigated **13** Defensible Space re-inspections on behalf of the County of El Dorado as part of their Vegetation Management program. CRRD staff additionally completed **157** initial Defensible Space inspections and **65** re-inspections in the Rescue and Union Mine communities as part of the 2022 County Emphasis Areas.

MAJOR ACCOMPLISHMENTS

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

- Completed **105** construction inspections and **188** smoke and carbon monoxide alarm inspections.
- Completed **23** fire and life safety inspections of residential and commercial occupancies.
- Completed **13** defensible space complaint inspections.
- Completed **222** County Emphasis Areas defensible space inspections.
- Staff continues to work with vendors on upgrading our existing records management systems (RMS) to improve customer satisfaction and streamlining permit processes.

Table 1: Plan Review by Month Report



Fire and Life Safety Inspections - September 2022

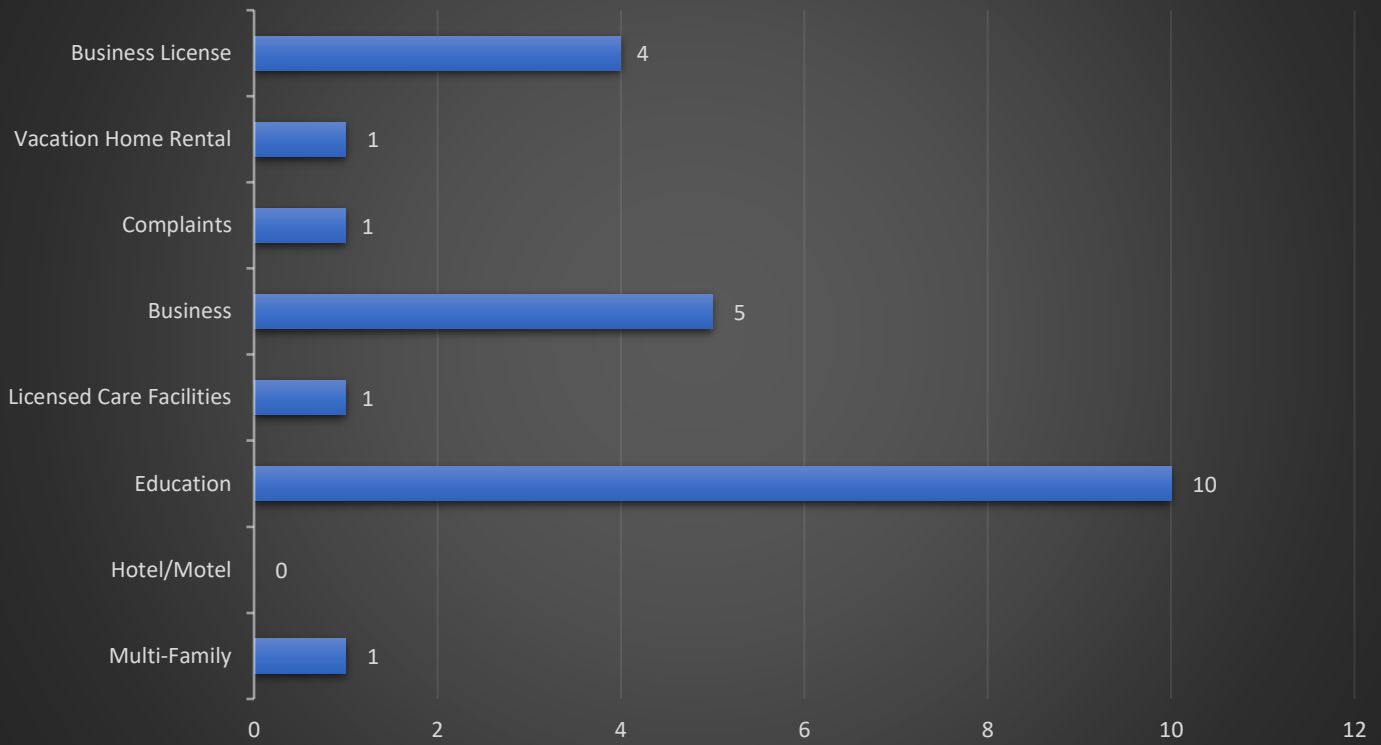


Table 2: Fire and Life Safety Inspections by Month Report

Vegetation & Defensible Space Inspections September 2022

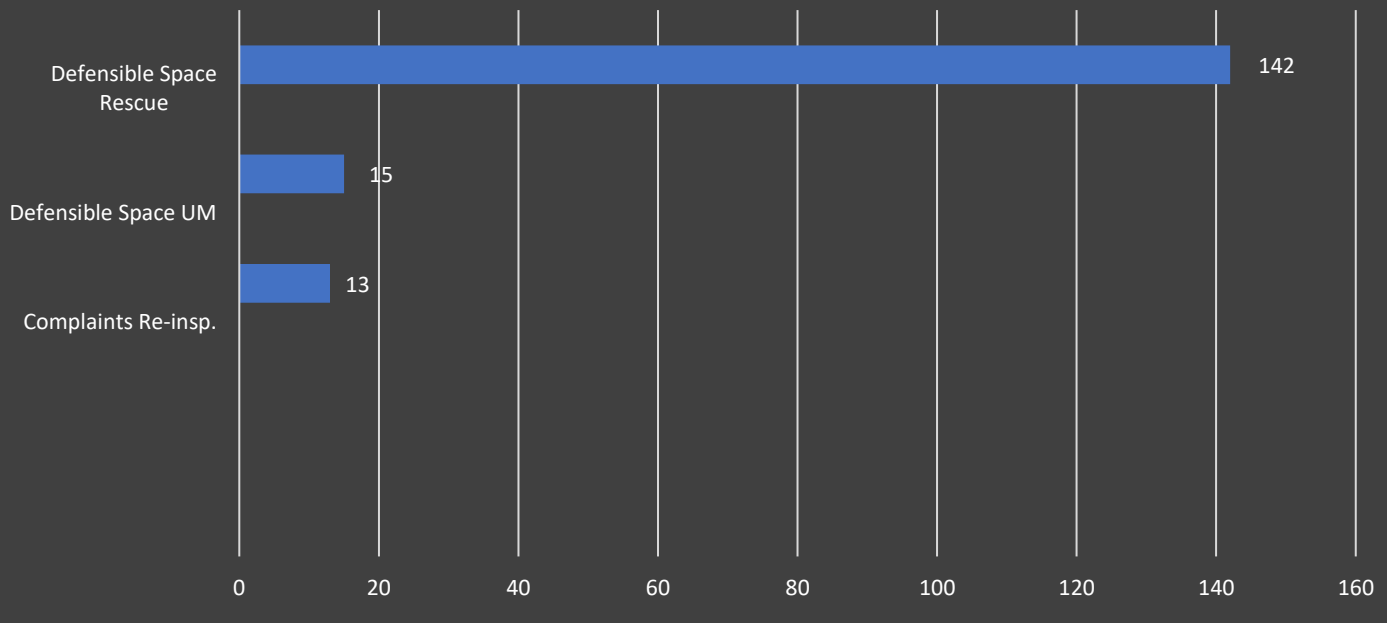


Table 3: Vegetation Management/ Defensible Space Inspections by Month Report
End of Report

EL DORADO HILLS COUNTY WATER DISTRICT
EL DORADO HILLS FIRE DEPARTMENT
ORDINANCE NO. 2022-01

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

An ordinance of the El Dorado Hills County Water District (EDHCWD) adopting the 2022 Edition of the *California Fire Code*, incorporating the 2021 Edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the EDHCWD; providing for the issuance of permits and collection of fees therefor; Repealing Ordinance No. 2019-01 of the EDHCWD and all other ordinances and parts of the ordinances in conflict therewith.

Be it ORDAINED by the Board of Directors of the EDHCWD, also known as the El Dorado Hills Fire Department:

Section 1: **FINDINGS OF FACTS**

Section 2: **ADOPTION OF CODE WITH EXCLUSIONS**

Section 3: **LOCAL AMENDMENTS**

Section 4: **CONFLICT**

Section 5: **SEVERABILITY**

Section 6: **EFFECTIVE DATE AND PUBLICATION**

SECTION 1: FINDINGS OF FACTS

The EDHCWD makes certain changes (listed below) to the *California Fire Code*, 2022 Edition, pursuant to *Health & Safety Code Sections 13869.7, 17958.5, 17958.7 and 18941.5* during this code adoption process. Such changes are necessary because of local climatic, geological and/or topographical conditions. The EDHCWD has adopted, pursuant to *Section 18941.5* of the *California Health & Safety Code*, the findings of facts relative to these conditions by Resolution #2019-10 of the EDHCWD dated September 19, 2019.

SECTION 2: ADOPTION OF CODE WITH EXCLUSIONS

The EDHCWD adopts the 2022 *California Fire Code*, Title 24, Part 9, **in its entirety**, including Appendices, incorporating those sections of the *International Fire Code*, 2021 edition not adopted by the state, with the exclusions listed below:

Exclusions: 103, 309, 311.5, 311.6, 318, 403.3, 403.5, 403.8, 403.10, 403.11, 404, 406, 903.3.1.2, 904.1.1, 1103.1, 1103.3-1103.4, 1103.6, 1105, Chapter 26, D104.2 (Exception only), D106.1 (Exception only), D107.1 (Exceptions only), Appendix A, Appendix G, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O.

Appendices not adopted can be used for reference in enforcing other sections of the 2022 *California Fire Code*.

SECTION 3: AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE

The following Sections are hereby amended or added:

Chapter 1

SECTION 101.1 "TITLE" SHALL BE AMENDED AS FOLLOWS:

Section 101.1 TITLE. These regulations shall be known as the Fire Code of *EDHCWD*, hereinafter referred to as "this code".

SECTION 105.5 "REQUIRED OPERATIONAL PERMITS" IS AMENDED AS FOLLOWS:

Section 105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.525.

SECTION 105.5.55 "AUTOMOBILE WRECKING YARDS" IS ADDED AS FOLLOWS:

Section 105.5.55 Automobile wrecking yards. *An operational permit is required for the operation of automobile wrecking yards.*

SECTION 105.6 "REQUIRED CONSTRUCTION PERMITS" IS AMENDED AS FOLLOWS:

Section 105.6 required construction permits. The fire code official is authorized to issue construction permits for work as set forth in sections 105.6.1 through 105.6.246.

SECTION 105.6.25 "AUTOMOBILE WRECKING YARDS" IS ADDED AS FOLLOWS:

Section 105.6.25 Automobile wrecking yards. *Construction permits are required for the installation of or modification to automobile wrecking yards.*

SECTION 105.6.26 "TRAFFIC CALMING DEVICES" IS ADDED AS FOLLOWS:

105.6.26 Traffic calming devices. *Construction permits are required for the installation or modification of traffic calming devices.*

SECTION 107.5 "PERMIT, PLAN REVIEW AND INSPECTION FEES" SHALL BE ADDED AS FOLLOWS:

Section 107.5 Permit. *A schedule of fees adopted by the district board of directors for plan review, inspections and the issuance of permits by the district may be found in the most current district fee schedule (Health & Safety Code 17951).*

SECTION 107.5.1 "COST RECOVERY FEES" SHALL BE ADDED AS FOLLOWS:

Section 107.5.1 Cost Recovery Fees. *Fire service fees may be charged to any person, firm, corporation or business that through negligence, violation of the law, or as a result of carelessness, is responsible for the cause of the district to respond to the scene of an incident. A district board may charge a fee to cover the cost of any service which the district provides or the cost of enforcing any regulation for which the fee is charged (Health & Safety Code 13916). The fee shall not exceed the actual cost of suppressing the fire and/or responding to the scene of an incident.*

SECTION 107.7 "ADMINISTRATIVE COSTS" SHALL BE ADDED AS FOLLOWS:

Section 107.7 Administrative Costs. *When a test or inspection is scheduled, and the contractor fails to perform to the satisfaction of the authority having jurisdiction (AHJ), the AHJ may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.*

SECTION 111.5 "APPEAL PROCEDURES AND TIMELINES" SHALL BE ADDED AS FOLLOWS:

Section 111.5 Appeal Procedures and Timelines. *Any person or entity who believes they may be adversely affected by an order, decision, or determination made by the fire code official through a written notice may appeal this matter within 15 calendar days of the postmark on the notice. All such appeals shall be filed in writing with the Secretary of the Governing Board for the district. A timely appeal shall stay further action by the fire code official until the matter is determined by the Appeal Board as outlined in Section 109.2, unless the issue poses an imminent fire or life safety hazard to members of the public. The fire code official shall notify the appellant by certified mail of the date and time of such hearing. The hearing shall be scheduled to take place no sooner than 20 calendar days from the date shown on the certified mail. The appellant shall have the right to appear in person or by agent at the hearing and present oral, written and/or photographic evidence to the Appeal Board.*

SECTION 112.4 "VIOLATION PENALTIES" SHALL BE AMENDED AS FOLLOWS:

Section 112.4 Violation Penalties. *Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official,*

or of a permit or certificate used under provisions of this code, shall be guilty of a *misdemeanor or infraction, at the discretion of the prosecuting attorney or agency, punishable by a fine not more than \$100.00 for a first violation; A fine not exceeding \$500.00 for a second violation of the same provision within one year; A fine not exceeding \$1000.00 for each additional violation of the same provision within one year, or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (Health & Safety Code Sections 13145 and 17995).*

SECTION 112.4.2 "CITATIONS" SHALL BE ADDED AS FOLLOWS:

Section 112.4.2 Citations. *The Fire Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health & Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.*

SECTION 113.4 "FAILURE TO COMPLY" SHALL BE AMENDED AS FOLLOWS:

Section 113.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be *punishable by a fine or imprisonment or both as described in Section 112.4 (Health & Safety Code Sections 13145 and 17995).*

Chapter 2

SECTION 202 "CAMPFIRE" SHALL BE ADDED AS FOLLOWS:

CAMPFIRE. *A fire which is used for cooking, personal warmth, lighting, or aesthetic purposes.*

SECTION 202 "DISTRICT" SHALL BE ADDED AS FOLLOWS:

DISTRICT. *The district and all other areas within the exterior boundaries thereof now or hereafter established.*

SECTION 202 "DRIVEWAY" SHALL BE ADDED AS FOLLOWS:

DRIVEWAY. *A vehicular access that serves up to two (2) parcels with no more than two (2) residential units and any number of non-commercial or industrial buildings on each parcel.*

SECTION 202 "EXECUTIVE BODY" SHALL BE ADDED AS FOLLOWS:

EXECUTIVE BODY. *The Board of Directors of the District.*

SECTION 202 "FIRE CHIEF" SHALL BE ADDED AS FOLLOWS:

FIRE CHIEF. *The Chief Executive Fire Officer of the Fire department/district serving the jurisdiction or a duly authorized representative.*

SECTION 202 "FIRE HAZARD" SHALL BE ADDED AS FOLLOWS:

FIRE HAZARD. Any condition, arrangement, or act which will increase, or may cause an increase of, the hazard or menace of fire to a greater than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay, or hinder, or may become the cause of obstruction, delay or hinderance to the prevention, suppression, or extinguishment of fire.

SECTION 202 "OPEN BURNING" SHALL BE AMENDED AS FOLLOWS:

OPEN BURNING. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge-pots and similar devices associated with safety or occupational uses typically considered open flames. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

Open burning shall also include campfires, bonfires, portable outdoor fireplaces, ceremonial fires, and recreational fire as defined in the Fire Code.

Exception:

1. *UL or ASMI listed LPG or natural gas outdoor flame devices, such as gas BBQ's or gas fire pits that comply with the Fire Code.*
2. *For one- or two-family dwellings, fixed or portable outdoor flame devices that meet the following:*
 - a. *Devices shall comply with the Fire Code.*
 - b. *Devices shall be used per manufacturer's specifications.*
 - c. *Minimum 10-foot clearance from device to all flammable material and vegetation.*
 - d. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*
3. *Campfires on private lands. Where required by the fire code official, a permit shall be issued by the fire code official.*
4. *Ceremonial and/or religious burning with the following safety measures:*
 - a. *Maximum 4-foot x 4-foot burn area.*
 - b. *Minimum 10-foot clearance from edge of burn area to all flammable material and vegetation.*
 - c. *An approved water supply is located within 500-feet of the burn area.*
 - d. *The burn area is located no less than 30-feet from adjoining property lines.*
 - e. *An adult is present with a shovel until the fire is extinguished.*
 - f. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*

SECTION 202 "TRAINED CROWD MANAGER" SHALL BE ADDED AS FOLLOWS:

TRAINED CROWD MANAGER. *Standby personnel, usually a security guard or usher personnel, who are trained in the proper procedure to exit people from a tent or other place of public assemblage in an orderly and calm fashion in the event of an emergency*

Chapter 3

SECTION 302.1 “DEFINITIONS” SHALL BE AMENDED AS FOLLOWS:

3D PRINTER.

ADDITIVE MANUFACTURING.

BONFIRE.

CAMPFIRE.

HI-BOY.

HIGH-VOLTAGE TRANSMISSION LINE.

OPEN BURNING.

PORTABLE OUTDOOR FIREPLACE.

POWERED INDUSTRIAL TRUCK.

RECREATIONAL FIRE.

SKY LANTERN.

SECTION 307.4.4 “OPEN BURNING RESTRICTIONS” SHALL BE ADDED AS FOLLOWS:

Section 307.4.4 Open Burning Restrictions. *Open burning on all lands within the jurisdiction of the El Dorado Hills Fire Department (EDHFD), including the Local Response Area (LRA), is prohibited when the California Department of Forestry and Fire Protection (Cal Fire) issues a burn suspension in the State Responsibility Area (SRA). This prohibition shall be made effective 24-hours following its commencement in the SRA.*

Open burning is also prohibited on all lands within the jurisdiction of EDHFD at any time the fire code official determines that atmospheric conditions or other local circumstances make such fires hazardous, including factors such as high winds, low fuel moisture, fire weather, the issuance of red flag warnings, severe threat of wildland fire, or present risk of destruction by wildfire to life, wildlife, property, or natural resources.

Chapter 4

SECTION 401.2.1 “PRE-FIRE PLANS” IS ADDED AS FOLLOWS:

Section 401.2.1 Pre-fire plans. *Where required by the fire code official, a pre-fire plan shall be provided and approved by the fire code official for all new commercial structures.*

Chapter 5

SECTION 503.2.1 “DIMENSIONS” SHALL BE AMENDED AS FOLLOWS:

Section 503.2.1 Dimensions. *Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, as measured from face of curb to face of curb, except for approved security gates in accordance with Section 503.6, and an*

unobstructed vertical clearance of not less than 15 feet. *Driveways shall have an unobstructed width of not less than 12 feet wide.*

SECTION 503.2.5 “DEAD ENDS” SHALL BE AMENDED AS FOLLOWS:

Section 503.2.5 Dead Ends. Dead-end fire apparatus access roads *and driveways* in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.

SECTION 503.2.6 “BRIDGES AND ELEVATED SURFACES” SHALL BE AMENDED AS FOLLOWS:

Section 503.2.6 Bridges and Elevated Surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17, *the current El Dorado County Transportation Division Bridge Standard or Appendix D of the current California Fire Code, whichever is more restrictive.* Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

SECTION 503.3.1 “NO PARKING IN FIRE LANES” SHALL BE ADDED AS FOLLOWS:

Section 503.3.1 No Parking In Fire Lanes. *No person shall stop, park, or leave standing any vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of the Fire Chief, or his/her duly authorized representative, Peace Officer or official traffic control device along the edge of any highway, at any curb, or in any location in a publicly or privately owned or operated off-street parking facility, designated as a fire lane by the district with jurisdiction over the area in which the place is located. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words “FIRE LANE”, which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words “FIRE LANE”.*

SECTION 503.3.2 “NO PARKING IN FRONT OF HYDRANTS” SHALL BE ADDED AS FOLLOWS:

Section 503.3.2 No Parking in Front of Hydrants. *No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant except as follows: (a) If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity, (b) If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.*

SECTION 503.3.3 “FIRE LANES BASED ON ROAD WIDTH” SHALL BE ADDED AS FOLLOWS:

Section 503.3.3 Fire Lanes Based on Road Width. *Fire lanes shall be based on road width as required in Appendix D as amended by the District.*

SECTION 503.6 "SECURITY GATES" IS AMENDED AS FOLLOWS:

Section 503.6 Security Gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official *and shall comply with the District gate standard.* Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

SECTION 505.1 "ADDRESS IDENTIFICATION" SHALL BE AMENDED AS FOLLOWS:

Section 505.1 Address Identification. *Addresses for new and existing buildings shall comply with the District address standard as approved by the fire code official.* The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. *access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.* Address identification shall be maintained.

SECTION 507.5.1 "WHERE REQUIRED" SHALL BE AMENDED AS FOLLOWS:

Section 507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).

SECTION 509.3 "FIRE CONTROL ROOM" SHALL BE ADDED AS FOLLOWS:

Section 509.3 Fire Control Room. *Fire sprinkler risers, fire alarm control panels, solar photovoltaic power system rapid shutoff switches, and other fire detection, suppression or similar control elements shall be located inside a single fire control room for the building. The fire control room shall have minimum dimensions of five feet by seven feet in size with a total usable area of not less than 35 square feet. The room shall be located within the building on an outside wall at a location approved by the Fire Code Official and shall be accessible from the exterior. An exterior access door with a clear width of not less than 32 inches and height of not less than 80 inches shall be provided for access into the room. A durable sign shall be affixed to the exterior of the door with the words "FIRE CONTROL ROOM" in letters not less*

than 4 inches in height. A key box complying with Section 506 shall be installed on the exterior side of the fire control room door opening.

The room must be capable of maintaining a minimum temperature of 40 degrees Fahrenheit. A clearance of 12 inches shall be provided from the fire sprinkler risers to any adjacent walls. This room can be a shared with other building utilities or fire protection equipment that is not incompatible. An approved cabinet or container shall be provided to store record plans of the fire sprinkler system and other fire protection equipment. This room shall not be used for any other storage.

Exception: One-and two-family dwellings, manufactured homes or similar uses defined as either a Group R-3, R3.1, or R-4 occupancy.

SECTION 510.4.2.3 “STANDBY POWER” SHALL BE AMENDED AS FOLLOWS:

Section 510.4.2.3 Standby power. In-building, two-way emergency responder communication radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the in-building, two-way emergency responder communication coverage system at 100-percent system capacity for a duration of not less than 72 hours.

Chapter 9

SECTION 903.2 “WHERE REQUIRED” SHALL BE AMENDED AS FOLLOWS:

Section 903.2 Where Required. Approved automatic sprinkler systems *in new buildings and structures when constructed or relocated within the jurisdiction shall be provided in the locations* described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.23.

Exception: *Agricultural buildings not under a special use permit used for commercial purposes.*

SECTION 903.2.1.1 “GROUP A-1” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.1 Group A. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 “GROUP A-2” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2

occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet;
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,600 square feet, contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,600 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.4 "GROUP A-4" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.3 "GROUP E" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 3,600 square feet in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 3,600 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state funded construction projects see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20

SECTION 903.2.4 "GROUP F-1" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 3,600 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.

SECTION 903.2.7 "GROUP M" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 3,600 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.
5. The structure exceeds 3,600 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

SECTION 903.2.7.2 "GROUP M UPHOLSTERED FURNITURE OR MATTRESSES" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.7.2 Group M Upholstered Furniture or Mattresses. An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 3,600 square feet.

SECTION 903.2.8.5 "MANUFACTURED HOMES" SHALL BE ADDED AS FOLLOWS:

Section 903.2.8.5 Manufactured Homes. *An automatic fire sprinkler system shall be required in all new manufactured homes and multi-family manufactured homes intended for use as a one-and two-family dwelling. The design and installation of such systems shall be in accordance with California Code of Regulations, Title 25, §4300.*

Exceptions:

- 1. Manufactured homes located within an existing mobile home park complying with California Health and Safety Code, Division 13, Part 2.1 or 2.3.*
- 2. Manufactured homes that do not exceed 1,200 square feet in size and serve as an accessory dwelling unit, as defined in Government Code Section 658502; when the existing primary residence on the property is not required to comply with California Residential Code Section R313.2.*
- 3. Manufactured homes that do not exceed 320 square feet in size.*

SECTION 903.2.9 “GROUP S-1” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 3,600 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 3,600 square feet.

SECTION 903.2.10 “GROUP S-2” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 3,600 square feet.
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 3,600 square feet.

SECTION 903.2.10.1 “COMMERCIAL PARKING GARAGES” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.10.1 Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 3,600 square feet.

SECTION 903.2.22 “GROUP B” SHALL BE ADDED AS FOLLOWS:

Section 903.2.22 Group B. *An automatic sprinkler system shall be provided throughout all buildings containing Group B occupancies where the fire area exceeds 3,600 square feet.*

SECTION 903.2.23 “GROUP F-2” SHALL BE ADDED AS FOLLOWS:

Section 903.2.23 Group F-2. *An automatic sprinkler system shall be provided throughout all buildings containing Group F-2 occupancies where the fire area exceeds 3,600 square feet.*

SECTION 903.6 “WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES” IS AMENDED AS FOLLOWS:

Section 903.6 Where Required In Existing Buildings and Structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 *and as follows:*

1. When there is a change in occupancy classification that results in an increased life safety or fire risk, as determined by the fire code official, and the structure exceeds 3,600 square feet, an automatic fire sprinkler system shall be installed throughout the building.
2. *In existing buildings 3,600 square feet or greater, other than one and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased, such building or structure shall be made to conform to Section 903.2.*

Exception: *When the building increase is less than 500 square feet.*

3. *In existing buildings 3,600 square feet or less, other than one-and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased to a total square footage over 3,600 square feet, such building or structure shall be made to conform to Section 903.2.*

Exception: *When the building increase is less than 500 square feet.*

SECTION 907.2. “WHERE REQUIRED – NEW BUILDINGS AND STRUCTURES” SHALL BE AMENDED AS FOLLOWS:

Section 907.2. Where Required – New Buildings and Structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.2930 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

Exceptions:

1. The manual fire alarm box is not required for fire alarm control units systems dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system, impairment event. Where provided, the manual fire alarm box shall not be located in an area that is open to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.
4. *A fire alarm system is not required in one and two-family dwellings, agricultural buildings, and other occupancies classified as Group U not under special use permit and/or not used for commercial purposes (e.g. retail sales, food service, and/or special events).*
5. *Buildings with a floor area less than 500 square feet may be exempt, as determined by the fire code official based on building construction material and features, location, occupancy type, and distance to exposures.*

SECTION 907.2.1.4 "GROUP A UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.1.4 Group A Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group A buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.2.3 "GROUP B UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.2.3 Group B Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group B buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.3.11 "GROUP E UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.3.11 Group E Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group E buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.4.1 "GROUP F UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.4.1 Group F Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group F buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.5.2 "GROUP H UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.5.2 Group H Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group H buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.6.6 “GROUP I UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.6.6 Group I Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group I buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.7.2 “GROUP M UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.7.2 Group M Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group M buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.8.4 “GROUP R-1 UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.8.4 Group R-1 Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group R-1 buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.9.4 “GROUP R-2, R-2.1, R-2.2 UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.9.4 Group R-2, R-2.1, R-2.2 Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group R-2, R-2.1, R-2.2 buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.10.1 “GROUP S UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.10.1 Group S Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group S buildings with a floor area less than 3,600 square feet.*

907.2.30 “TYPE I HOOD INSTALLATIONS” SHALL BE ADDED AS FOLLOWS:

907.2.30 “Type I Hood Installations. *The requirement of installation, or replacement, of a Type I Hood System shall require a fire alarm/sprinkler monitoring system to be installed, or for the hood system to be connected to an existing fire alarm/sprinkler monitoring system for that building.*

907.6.5 “MONITORING” SHALL BE AMENDED AS FOLLOWS:

907.6.5 Monitoring. *Fire alarm systems required by this chapter or by the California Building Code shall be monitored by an approved, UL certified, Type A Full Service central, proprietary or remote station service, which gives audible and visual signals at a constantly attended location. All sprinklered buildings shall be monitored.*

Exceptions:

1. *One- and two-family dwellings (R-3 Occupancies and other occupancies classified as “U”).*

2. *Agricultural buildings not under special use permit and/or not used for commercial purposes (e.g., retails sales, food service, and/or special events).*

SECTION 907.6.2.1 "SECONDARY POWER SUPPLY" SHALL BE ADDED AS FOLLOWS:

SECTION 907.6.2.1 SECONDARY POWER SUPPLY. *Where required by the fire code official, in accordance with NFPA 72, the secondary power supply providing a minimum 24-hour power capacity under quiescent load (system operating in a non-alarm condition) shall be amended to a minimum 72-hour power capacity.*

Exception: *The existence of an emergency back-up power supply that meets or exceed the requirements of California Fire Code Chapter 12.*

SECTION 907.9 "WHERE REQUIRED IN EXISTING BUILDINGS" SHALL BE AMENDED AS FOLLOWS:

SECTION 907.9 Where Required. *An approved fire alarm system shall be provided in existing buildings and structures where required in Chapter 11 and in existing buildings with a floor area less than 3,600 square feet without an approved automatic sprinkler system, other than one- or two-family dwelling units, agricultural building not under special use permit for commercial purposes where a fire alarm detection system does not exist and the floor area of the building or structure is increased*

Exception: *When the building increase is less than 500 square feet.*

Chapter 12

SECTION 1203.1.3 "INSTALLATION" SHALL BE AMENDED AS FOLLOWS:

Section 1203.1.3 Installation. *Emergency power systems and standby power systems shall be installed in accordance with the California Building Code, the California Electrical Code, NFPA 110 and NFPA 111. All buildings, other than one- and two-family dwelling units, and agricultural buildings not used for commercial purposes, with standby power, shall have a shunt trip device that disconnects all power sources to the building, approved by the fire code official. Existing installations shall be maintained in accordance with the original approval.*

Chapter 33

SECTION 3311.3 "PREMISE IDENTIFICATION" SHALL BE ADDED AS FOLLOWS:

Section 3311.3 Premise Identification. *Prior to and during construction, an approved address sign shall be provided at each fire and emergency vehicle access road entry into the project.*

SECTION 3313.1 "WHEN REQUIRED" SHALL BE AMENDED AS FOLLOWS:

Section 3313.1 When Required. *An approved water supply for fire protection, either temporary or permanent, shall be installed and maintained in continuous operation as soon as combustible building materials arrive on site, the commencement of vertical combustible*

construction and on installation of a standpipe system in buildings under construction, in accordance with Sections 3313.2 through 3313.5.

Exception: The fire code official is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

Chapter 50

SECTION 5001.7 "LIABILITY FOR DAMAGES" SHALL BE ADDED AS FOLLOWS:

Section 5001.7 Liability for Damages. *Any damages or cost resulting from the negligence, violation of the law, careless handling, spill or discharge of any hazardous materials shall constitute debt against any such person, firm or corporation causing such spill or discharge. This debt is collectible by the Fire Chief, or his/her duly authorized representative, in the same manner as in the case of an obligation under contract, expressed or implied.*

Chapter 56

SECTION 5601.2 "PERMIT REQUIRED" SHALL BE AMENDED AS FOLLOWS:

Section 5601.2 Permit Required. Permits shall be required as set forth in Section 105.5 and regulated in accordance with this section. *Where fireworks permits are required, they shall be issued by the Fire Chief, or his/her duly authorized representative, and the El Dorado County Board of Supervisors.*

Chapter 57

SECTION 5704.2.9.6.1 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

SECTION 5704.2.9.6.1 Locations Where Above-Ground Tanks are Prohibited. Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited unless approved by the fire code official.*

SECTION 5706.2.4.4 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

SECTION 5706.2.4.4 Locations Where Above-Ground Tanks are Prohibited. The storage of Class I and Class II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II liquids in above-ground tanks is prohibited unless approved by the fire code official.*

Chapter 58

SECTION 5806.2 "LIMITATIONS" SHALL BE AMENDED AS FOLLOWS:

SECTION 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited unless approved by the fire code official.*

Chapter 61

SECTION 6104.2 "MAXIMUM CAPACITY WITHIN ESTABLISHED LIMITS" SHALL BE AMENDED AS FOLLOWS:

SECTION 6104.2 Maximum Capacity within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. *The storage of liquefied petroleum gas in excess of an aggregate of 2,000-gallon water capacity when located at least one-half (1/2) mile from property zoned or designated for residential use and at least one-half (1/2) mile from existing residential development with a density greater than one (1) dwelling unit per acre and at least one-half (1/2) mile from any hotel or motel is allowed when approved by the fire code official, and a special/conditional use permit is issued by the County of El Dorado.*

Dispensing within established limits. Within the limits established by law restricting the dispensing of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. The dispensing of liquefied petroleum gas in excess of an aggregate of 2,000-gallon water capacity when located at least one-half (1/2) mile from property zoned or designated for residential use and at least one-half (1/2) mile from any hotel or motel is allowed when approved by the fire code official and a special/conditional use permit is issued by the County of El Dorado.

Chapter 80

SECTION 80, NFPA 1-22, CHAPTER 22 "AUTOMOTIVE WRECKING YARDS" IS ADOPTED, AMENDED SECTIONS AS FOLLOWS:

Revise Section 22.3 as follows:

22.3 Fire department access roads shall be in accordance with the California Fire Code, Section 503 and Appendix D.

Add new Section 22.10 as follows:

22.10 Stored vehicles, boats, recreational vehicles, parts, and equipment shall not be stored within 30 feet of adjacent property lines.

SECTION 80, NFPA, 13D-22 – “STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS IN ONE-AND TWO FAMILY DWELLINGS AND MANUFACTURED HOMES” IS AMENDED AS FOLLOWS: 903.3.1.3, 903.3.5.1.1

NFPA 13D, Amended Sections as follows:

Add new Section 4.6 as follows:

4.6 Residential fire sprinkler systems installed in all new one-and two-family dwellings shall utilize a “Passive Purge” system design unless otherwise approved by the fire code official.

***Exception:* Manufactured home installed, tested and approved by the California Department of Housing and Community Development.**

Revise Section 5.1.1.2 as follows:

5.1.1.2 A supply of at least one of each type and temperature sprinkler used within the premises shall be maintained on the property at an approved location. Spare sprinklers shall be kept in a mounted and accessible cabinet.

Revise Section 7.6 as follows:

7.6 A local audio/visual device activated upon water flow shall be provided on all fire sprinkler systems in homes at an approved location on the exterior of the dwelling.

Revise Section 11.2.1.1 as follows:

11.2.1.1 Where a fire department pumper connection is not provided, the system shall be hydrostatically tested at a minimum pressure of 150 pounds per square inch gauge for no less than a 30-minute duration without evidence of leakage. Such test shall be witnessed by the fire code official.

Appendix B – Fire Flow Requirements for Buildings

TABLE B105.1(1) “REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

TABLE B105.1(1) REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES

FIRE-FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0 – 3,600	No automatic sprinkler system	1,000	1

3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
MAJOR SUBDIVISIONS (5 PARCELS OR GREATER)			
0 – 3,600	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1,000	1
3,601 and greater	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1/2 value of Table B105.1(2) (<i>min. 1000 GPM</i>)	2
OTHER RESIDENTIAL DEVELOPMENT			
0 – 3,600	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	500	1
3,601 and greater	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1/2 value of Table B105.1(2) (<i>min. 750 GPM</i>)	1

TABLE B105.2 “REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

TABLE B105.2 REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the CA Fire Code	25% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

b. The reduced fire flow shall not be less than 1,500 gpm

Appendix D – Fire Apparatus Access Roads

SECTION D103.1 “ACCESS ROAD WIDTH WITH A HYDRANT” SHALL BE AMENDED AS FOLLOWS:

Section D103.1 Access Road Width with a Hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

Exception: *Driveways*

SECTION D103.2 “GRADE” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.2 Grade. Fire apparatus access roads *and driveways* shall not exceed 15.9% in grade unless approved by the fire code official or by the El Dorado County amended California Public Resource Code Title 14 / Design and Improvement Standards Manual.

SECTION D103.3 “TURNING RADIUS” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.3 Turning Radius. The minimum turning radius shall be determined by the fire code official; *and shall not include curb and gutter.*

SECTION D103.5 “FIRE APPARATUS ACCESS ROAD GATES” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.5 Fire Apparatus Access Road Gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (3658 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

SECTION D103.6.1 “ROADS 20 TO 29 FEET IN WIDTH” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.6.1 Roads 20 to 29 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on both side of fire apparatus access roads that are 20 to 29 feet wide (6096 to 8534.4 mm).

SECTION D103.6.2 “ROADS MORE THAN 29 FEET IN WIDTH” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.6.2 Roads more than 29 feet in Width. Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 29 feet wide (8534.4 mm) and less than 36 feet wide (10972.8 mm).

SECTION D104.4 “CIRCUMFERENTIAL FIRE APPARATUS ACCESS ROADS” SHALL BE ADDED AS FOLLOWS:

SECTION D104.4 Circumferential Fire Apparatus Access Roads. *When required by the fire code official, a fire apparatus access road shall be constructed to encompass the entirety of a structure and shall provide a continuous means of emergency vehicle access.*

SECTION 4: CONFLICT

That Ordinance No. 2019-01 of the EDHCWD, and all other ordinances or parts of ordinances herewith are hereby repealed.

SECTION 5: SEVERABILITY

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

SECTION 6: EFFECTIVE DATE AND PUBLICATION

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

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

The above Ordinance was introduced at a meeting of the Board of Directors of the EDHCWD on September 15, 2022, and it was then read for the first time. A public hearing was set for the Ordinance to be read for the second time on October 20, 2022 and approved by the following vote:

PASSED AND ADOPTED by the Board of Directors of the EDHCWD this, _____ day of _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Bobbi Bennett, Board President

ATTEST:

Jessica Braddock, Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT
EL DORADO HILLS FIRE DEPARTMENT
ORDINANCE NO. 2022-01

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE RESCUE FIRE
DEPARTMENT AS FOLLOWS:

An ordinance of the El Dorado Hills County Water District (EDHCWD) adopting the [2019 2022](#) Edition of the *California Fire Code*, incorporating the [2018-2021](#) Edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the EDHCWD; providing for the issuance of permits and collection of fees therefor; Repealing Ordinance No. [2016-372019-01](#) of the EDHCWD and all other ordinances and parts of the ordinances in conflict therewith.

Be it ORDAINED by the Board of Directors of the EDHCWD, also known as the El Dorado Hills Fire Department:

Section 1: **FINDINGS OF FACTS**

Section 2: **ADOPTION OF CODE WITH EXCLUSIONS**

Section 3: **LOCAL AMENDMENTS**

Section 4: **CONFLICT**

Section 5: **SEVERABILITY**

Section 6: **EFFECTIVE DATE AND PUBLICATION**

SECTION 1: FINDINGS OF FACTS

The EDHCWD makes certain changes (listed below) to the *California Fire Code*, 2022 Edition, pursuant to *Health & Safety Code Sections 13869.7, [17958.5](#), 17958.7 and 18941.5* during this code adoption process. Such changes are necessary because of local climatic, geological and/or topographical conditions. The EDHCWD has adopted, pursuant to *Section 18941.5* of the *California Health & Safety Code*, the findings of facts relative to these conditions by Resolution #2022-XX of the EDHCWD dated XXXX XX, 2022.

SECTION 2: ADOPTION OF CODE WITH EXCLUSIONS

The EDHCWD adopts the [2019-2022 California Fire Code](#), Title 24, Part 9, **in its entirety**, including Appendices, incorporating those sections of the *International Fire Code*, [2018 2021](#) edition not adopted by the state, with the exclusions listed below:

Exclusions: [103](#), ~~[105.6.39](#)~~, ~~[308.1.4](#)~~, 309, 311.5, 311.6, 318, ~~[403.1](#)~~, ~~[403.2.1](#)~~ ~~[403.2.4](#)~~, ~~[403.3](#)~~, ~~[403.4](#)~~, ~~[403.5](#)~~ ~~[403.6](#)~~, ~~[403.7](#)~~, ~~[403.8](#)~~ (adopting ~~[403.8.1](#)~~ ~~[403.8.1.7](#)~~), ~~[403.9](#)~~ ~~[403.10.2](#)~~, ~~[403.10.3](#)~~, 403.11, ~~[403.12](#)~~, ~~[404.1](#)~~ ~~[404.4](#)~~ ~~[404](#)~~, ~~[405.1](#)~~ ~~[405.4](#)~~, ~~[405.6](#)~~ ~~[405.9](#)~~, 406, ~~[805](#)~~ ~~[807](#)~~ (adopting ~~[807.5.2](#)~~), ~~[808](#)~~, ~~[903.3.1.2](#)~~, 904.1.1, ~~[1101](#)~~, 1103.1, 1103.3-1103.6, ~~[1103.6](#)~~ ~~[1103.9](#)~~ (adopting ~~[1103.9.1](#)~~), ~~[1103.10](#)~~, ~~[1104](#)~~ ~~[1105](#)~~ ~~[1106](#)~~, ~~Chapter 25~~, Chapter 26, ~~the exceptions under~~ D104.2 (Exception only), D106.1 (Exception only), D107.1 (Exception s only), Appendix A, ~~Appendix E~~, ~~Appendix F~~, Appendix G, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O.

Appendices not adopted can be used for reference in enforcing other sections of the [2019 2022 California Fire Code](#).

SECTION 3: LOCAL AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE

The following Sections are hereby amended or added:

Chapter 1

SECTION 101.1 "TITLE" SHALL BE AMENDED AS FOLLOWS:

Section 101.1 TITLE. These regulations shall be known as the Fire Code of EDHCWD, hereinafter referred to as "this code".

SECTION 105.5 "REQUIRED OPERATIONAL PERMITS" IS AMENDED AS FOLLOWS:

Section 105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.525.

SECTION 105.5.55 "AUTOMOBILE WRECKING YARDS" IS ADDED AS FOLLOWS:

Section 105.5.55 Automobile wrecking yards. An operational permit is required for the operation of automobile wrecking yards.

SECTION 105.6 "REQUIRED CONSTRUCTION PERMITS" IS AMENDED AS FOLLOWS:

Section 105.6 required construction permits. The fire code official is authorized to issue construction permits for work as set forth in sections 105.6.1 through 105.6.246.

SECTION 105.6.25 “AUTOMOBILE WRECKING YARDS” IS ADDED AS FOLLOWS:

Section 105.6.25 Automobile wrecking yards. Construction permits are required for the installation of or modification to automobile wrecking yards.

SECTION 105.6.26 “TRAFFIC CALMING DEVICES” IS ADDED AS FOLLOWS:

105.6.26 Traffic calming devices. Construction permits are required for the installation or modification of traffic calming devices.

SECTION ~~106.6~~107.5 “PERMIT, PLAN REVIEW AND INSPECTION FEES” SHALL BE ADDED AS FOLLOWS:

Section ~~106.6~~107.5 Permit. *-A schedule of fees adopted by the district board of directors for plan review, inspections and the issuance of permits by the district may be found in the most current district fee schedule (Health & Safety Code 17951).*

SECTION ~~106.6.1~~107.5.1 “COST RECOVERY FEES” SHALL BE ADDED AS FOLLOWS:

Section ~~106.6.1~~107.5.1 Cost Recovery Fees. *Fire service fees may be charged to any person, firm, corporation or business that through negligence, violation of the law, or as a result of carelessness, is responsible for the cause of the district to respond to the scene of an incident. A district board may charge a fee to cover the cost of any service which the district provides or the cost of enforcing any regulation for which the fee is charged (Health & Safety Code 13916). The fee shall not exceed the actual cost of suppressing the fire and/or responding to the scene of an incident.*

SECTION ~~107.6.7~~ “ADMINISTRATIVE COSTS” SHALL BE ADDED AS FOLLOWS:

Section ~~107.6.7~~ Administrative Costs. *When a test or inspection is scheduled, and the contractor fails to perform to the satisfaction of the authority having jurisdiction (AHJ), the AHJ may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.*

SECTION ~~109.4~~111.5 “APPEAL PROCEDURES AND TIMELINES” SHALL BE ADDED AS FOLLOWS:

Section ~~109.4~~111.5 Appeal Procedures and Timelines. *Any person or entity who believes they may be adversely affected by an order, decision, or determination made by the fire code official through a written notice may appeal this matter within 15 calendar days of the postmark on the notice. All such appeals shall be filed in writing with the Secretary of the Governing Board for the district. A timely appeal shall stay further action by the fire code official until the matter is determined by the Appeal Board as outlined in Section 109.2, unless the issue poses an imminent fire or life safety hazard to members of the public. The fire code official shall notify the appellant by certified mail of the date and time of such hearing. The hearing shall be*

scheduled to take place no sooner than 20 calendar days from the date shown on the certified mail. The appellant shall have the right to appear in person or by agent at the hearing and present oral, written and/or photographic evidence to the Appeal Board.

SECTION 1120.4 “VIOLATION PENALTIES” SHALL BE AMENDED AS FOLLOWS:

Section 1120.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a *misdemeanor or infraction, at the discretion of the prosecuting attorney or agency, punishable by a fine not more than \$100.00 for a first violation; A fine not exceeding \$500.00 for a second violation of the same provision within one year; A fine not exceeding \$1000.00 for each additional violation of the same provision within one year, or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (Health & Safety Code Sections 13145 and 17995).*

SECTION 1120.4.2 “CITATIONS” SHALL BE ADDED AS FOLLOWS:

Section 1120.4.2 Citations. *The Fire Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health & Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.*

SECTION 1132.4 “FAILURE TO COMPLY” SHALL BE AMENDED AS FOLLOWS:

Section 1132.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be *punishable by a fine or imprisonment or both as described in Section 1120.4 (Health & Safety Code Sections 13145 and 17995).*

Chapter 2

SECTION 202 “CAMPFIRE” SHALL BE ADDED AS FOLLOWS:

CAMPFIRE. ~~*Shall mean a fire which is used for cooking, personal warmth, lighting, or aesthetic purposes. This includes fires contained within outdoor fireplaces and enclosed stoves with flues or chimneys, stoves using jellied, liquid, or solid fuels, portable barbecue pits, braziers, or space heating devices which are used outside of any structure, mobile home, or any living accommodation mounted on a vehicle.*~~ *A fire which is used for cooking, personal warmth, lighting, or aesthetic purposes.*

SECTION 202 “DISTRICT” SHALL BE ADDED AS FOLLOWS:

DISTRICT. *The district and all other areas within the exterior boundaries thereof now or hereafter established.*

SECTION 202 "DRIVEWAY" SHALL BE ADDED AS FOLLOWS:

DRIVEWAY. *A vehicular access that serves up to two (2) parcels with no more than two (2) residential units and any number of non-commercial or industrial buildings on each parcel.*

SECTION 202 "EXECUTIVE BODY" SHALL BE ADDED AS FOLLOWS:

EXECUTIVE BODY. *The Board of Directors of the District.*

SECTION 202 "FIRE CHIEF" SHALL BE ADDED AS FOLLOWS:

FIRE CHIEF. *The Chief Executive Fire Officer of the Fire department/district serving the jurisdiction or a duly authorized representative.*

SECTION 202 "FIRE HAZARD" SHALL BE ADDED AS FOLLOWS:

FIRE HAZARD. *Any condition, arrangement, or act which will increase, or may cause an increase of, the hazard or menace of fire to a greater than customarily recognized as normal by-persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay, or hinder, or may become the cause of obstruction, delay or hinderance to the prevention, suppression, or extinguishment of fire.*

SECTION 202 "OPEN BURNING" SHALL BE AMENDED AS FOLLOWS:

OPEN BURNING. *The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge-pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires, or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.*

Open burning shall also include campfires, bonfires, portable outdoor fireplaces, ceremonial fires, and recreational fire as defined in the Fire Code.

Exception:

1. *UL or ASMI listed LPG or natural gas outdoor flame devices, such as gas BBQ's or gas fire pits that comply with the Fire Code.*
2. *For one-or two-family dwellings, fixed or portable outdoor flame devices that meet the following:*
 - a. *Devices shall comply with the Fire Code.*
 - b. *Devices shall be used per manufacturer's specifications.*
 - c. *Minimum 10-foot clearance from device to all flammable material and vegetation.*
 - d. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*
3. *Campfires on private lands. Where required by the fire code official, a permit shall be issued by the fire code official.*

4. Ceremonial and/or religious burning with the following safety measures:
 - a. Maximum 4-foot x 4-foot burn area.
 - b. Minimum 10-foot clearance from edge of burn area to all flammable material and vegetation.
 - c. An approved water supply is located within 500-feet of the burn area.
 - d. The burn area is located no less than 30-feet from adjoining property lines.
 - e. An adult is present with a shovel until the fire is extinguished.
 - f. No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).

SECTION 202 "TRAINED CROWD MANAGER" SHALL BE ADDED AS FOLLOWS:

TRAINED CROWD MANAGER. *Standby personnel, usually a security guard or usher personnel, who are trained in the proper procedure to exit people from a tent or other place of public assemblage in an orderly and calm fashion in the event of an emergency*

Chapter 3

SECTION 302.1 "DEFINITIONS" SHALL BE AMENDED AS FOLLOWS:

3D PRINTER.

ADDITIVE MANUFACTURING.

BONFIRE.

CAMPFIRE.

HI-BOY.

HIGH-VOLTAGE TRANSMISSION LINE.

OPEN BURNING.

PORTABLE OUTDOOR FIREPLACE.

POWERED INDUSTRIAL TRUCK.

RECREATIONAL FIRE.

SKY LANTERN.

SECTION 307.4.4 "OPEN BURNING ~~CAMPFIRE~~-RESTRICTIONS" SHALL BE ADDED AS FOLLOWS:

Section 307.4.4 Open Burning- Restrictions. Open burning on all lands within the jurisdiction of the Rescue Fire Department, including the Local Response Area (LRA), is prohibited when the California Department of Forestry and Fire Protection (Cal Fire) issues a burn suspension in the State Responsibility Area (SRA). This prohibition shall be made effective 24-hours following its commencement in the SRA.

Open burning is also prohibited on all lands within the jurisdiction of Rescue Fire Department at any time the fire code official that atmospheric conditions or other local circumstances make such fires hazardous, including factors such as high winds, low fuel moisture, fire weather, the issuance of red flag warnings, severe threat of wildland fire, or present risk of destruction by wildfire to life, wildlife, property, or natural resources.

~~307.4.4.1 It is unlawful for any person to light, maintain, or use a campfire upon or near any brush-covered land, grass-covered land, or forest-covered land during the time when burning permits are suspended by the Director of the Department of Forestry and Fire Protection, the CAL FIRE Unit Chief, or the AHJ.~~

~~Exception: Commercial cooking operations with approval of the AHJ.~~

~~307.4.4.2 When campfires are allowed, it should be unlawful for any person to light, maintain, or use a campfire upon any brush-covered land, grass-covered land, or forest-covered land unless the following minimum requirements are complied with.~~

~~307.4.4.2 (a) The area within 5 feet of the periphery of the campfire is cleared of all flammable material and vegetation.~~

~~307.4.4.2 (b) One serviceable shovel with a handle of at least 12 inches is ready for use at the immediate area of the campfire.~~

~~307.4.4.2 (c) Campfires shall be limited to a 1 foot by 1 foot area, unless in an approved manufactured cooking device or fire ring.~~

~~307.4.4.2 (d) Written permission of the landowner must be obtained prior to the ignition of the campfire and shall be on site.~~

Chapter 4

SECTION 401.2.1 "PRE-FIRE PLANS" IS ADDED AS FOLLOWS:

Section 401.2.1 Pre-fire plans. Where required by the fire code official, a pre-fire plan shall be provided and approved by the fire code official for all new commercial structures.

Chapter 5

SECTION 503.2.1 "DIMENSIONS" SHALL BE AMENDED AS FOLLOWS:

Section 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, *as measured from face of curb to face of curb*, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 15 feet. All driveways in the district shall not behave an unobstructed width of not less than 12 feet wide.

SECTION 503.2.5 "DEAD ENDS" SHALL BE AMENDED AS FOLLOWS:

Section 503.2.5 Dead Ends. Dead-end fire apparatus access roads *and driveways* in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.

SECTION 503.2.6 "BRIDGES AND ELEVATED SURFACES" SHALL BE AMENDED AS FOLLOWS:

Section 503.2.6 Bridges and Elevated Surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with [AASHTO HB-17](#), the current *El Dorado County Transportation Division Bridge Standard* or *Appendix D of the current California Fire Code*, whichever is more restrictive. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

SECTION 503.[3.14.2](#) "NO PARKING IN FIRE LANES" SHALL BE ADDED AS FOLLOWS:

Section 503.[3.14.2](#) No Parking In Fire Lanes. *No person shall stop, park, or leave standing any vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of the Fire Chief, or his/her duly authorized representative, Peace Officer or official traffic control device along the edge of any highway, at any curb, or in any location in a publicly or privately owned or operated off-street parking facility, designated as a fire lane by the district with jurisdiction over the area in which the place is located. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE".*

SECTION 503.[3.24.3](#) "NO PARKING IN FRONT OF HYDRANTS" SHALL BE ADDED AS FOLLOWS:

Section 503.[3.24.3](#) No Parking in Front of Hydrants. *No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant except as follows: (a) If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity, (b) If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.*

SECTION 503.[3.34.4](#) "FIRE LANES BASED ON ROAD WIDTH" SHALL BE ADDED AS FOLLOWS:

Section 503.[3.34.4](#) Fire Lanes Based on Road Width. *Fire lanes shall be based on road width as required in Appendix D as amended by the District.*

~~SECTION 503.5.3 "FIRE APPARATUS ACCESS GATES" SHALL BE ADDED AS FOLLOWS:~~

~~All automatic and manual gates installed over fire apparatus access roads shall comply with the district gate standard as approved by the fire code official.~~

SECTION 503.6 "SECURITY GATES" IS AMENDED AS FOLLOWS:

Section 503.6 Security Gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official and shall comply with the District gate standard. Where security gates are installed, they shall have an approved means of

emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

SECTION 505.1 “ADDRESS IDENTIFICATION” SHALL ~~BE HAVE THE FIRST LINE OF THIS PARAGRAPH~~ AMENDED AS FOLLOWS:

Section 505.1 Address Identification. *Addresses for new and existing buildings shall comply with the District address standard as approved by the fire code official. ~~New and existing buildings shall be provided with approved address identification.~~ The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, ~~address identification shall be provided in additional approved locations to facilitate emergency response.~~ ~~access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.~~*

SECTION 507.5.1 “WHERE REQUIRED” SHALL BE AMENDED AS FOLLOWS:

Section 507.5.1 Where Required. ~~400 feet shall be amended to 150 feet.~~ Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 400 feet (122 mm) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the distance requirement shall be not more than 600 feet (183 m).

SECTION 509.3 “FIRE CONTROL ROOM” SHALL BE ADDED AS FOLLOWS:

Section 509.3 Fire Control Room. *Fire sprinkler risers, fire alarm control panels, solar photovoltaic power system rapid shutoff switches, and other fire detection, suppression or similar control elements shall be located inside a single fire control room for the building. The fire control room shall have minimum dimensions of five feet by seven feet in size with a total usable area of not less than 35 square feet. The room shall be located within the building on an outside wall at a location approved by the Fire Code Official and shall be accessible from the exterior. An exterior access door with a clear width of not less than 32 inches and height of not less than 80 inches shall be provided for access into the room. A durable sign shall be affixed to the exterior of the door with the words “FIRE CONTROL ROOM” in letters not less than 4 inches in height. A key box complying with Section 506 shall be installed on the exterior side of the fire control room door opening.*

The room must be capable of maintaining a minimum temperature of 40 degrees Fahrenheit. A clearance of 12 inches shall be provided from the fire sprinkler risers to any adjacent walls. This room can be a shared with other building utilities or fire protection equipment that is not incompatible. An approved cabinet or container shall be provided to store record plans of the fire sprinkler system and other fire protection equipment. This room shall not be used for any other storage.

Exception: One-and two-family dwellings, manufactured homes or similar uses defined as either a Group R-3, R3.1, or R-4 occupancy.

SECTION 510.4.2.3 “STANDBY POWER” SHALL BE AMENDED AS FOLLOWS:

Section 510.4.2.3 Standby power. In-building, two-way emergency responder communication radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the in-building, two-way emergency responder communication coverage system at 100-percent system capacity for a duration of not less than 472 hours.

Chapter 9

SECTION 903.2 “WHERE REQUIRED” SHALL BE AMENDED AS FOLLOWS:

Section 903.2 Where Required. ~~An approved automatic sprinkler systems shall be required and installed in new buildings and structures 3600 square feet or greater when constructed or relocated within the jurisdiction shall be provided in the locations as~~ described in Sections 903.2.1 through 903.2.12 ~~and Sections 903.2.14 through 903.2.2423.~~

Exception: Agricultural buildings not under a special use permit used for commercial purposes.

~~SECTION 903.2.1 GROUP A SHALL BE AMENDED AS FOLLOWS FOR A GROUPS A-1 THROUGH A-4: 903.2.1.1 (1) The fire area exceeds 3,600 square feet.~~

SECTION 903.2.1.1 “GROUP A-1” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.1 Group A. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 12,000 3,600 square feet (1115 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 “GROUP A-2” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2

occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~5,000~~ 3,600 square feet (464 m²);
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds ~~5,000~~ 3,600 square feet (464 m²), contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~ 3,600 square feet (1115 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds ~~12,000~~ 3,600 square feet (1115 m²), contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.4 "GROUP A-4" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~ 3,600 square feet (1115 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

~~SECTION 903.2.3 GROUP E SHALL BE AMENDED AS FOLLOWS: 903.2.3 (1) THROUGHOUT ALL GROUP E fire areas greater than 3,600 square feet in area.~~

SECTION 903.2.3 "GROUP E" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than ~~12,000~~ 3,600 square feet (1115 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than ~~12,000~~ 3,600 square feet (~~1115~~ m²) in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state funded construction projects see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20

~~**SECTION 903.2.4 GROUP F-1 SHALL BE AMENDED AS FOLLOWS: 903.2.4 GROUP F-1**~~
~~**903.2.4 (1) A Group F fire area exceeds 3,600 square feet.**~~

SECTION 903.2.4 “GROUP F-1” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds ~~3,600~~ 12,000 square feet (~~1155~~ m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds ~~3,600~~ 24,000 square feet (~~1155~~ m²).

~~**SECTION 903.2.7 GROUP M SHALL BE AMENDED AS FOLLOWS: 903.2.7 GROUP B AND M.**~~
~~**903.2.7 (1) A Group B and M fire area exceeds 3,600 square feet.**~~

~~**SECTION 903.2.7 GROUP M SHALL BE AMENDED AS FOLLOWS: 903.2.7 GROUP B AND M.**~~
~~**903.2.7 (1) A Group B and M fire area exceeds 3,600 square feet.**~~

SECTION 903.2.7 “GROUP M” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds ~~12,000~~ 3,600 square feet (~~1115~~ m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds ~~24,000~~ 3,600 square feet (~~2230~~ m²).
5. The structure exceeds ~~12,000~~ 3,600 square feet (~~1115~~ m²), contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

SECTION 903.2.7.2 “GROUP M UPHOLSTERED FURNITURE OR MATTRESSES” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.7.2 Group M Upholstered Furniture or Mattresses. An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds ~~5,000~~ 3,600 square feet (464 m²).

SECTION 903.2.8. ~~52~~ “MANUFACTURED HOMES” SHALL BE ADDED AS FOLLOWS:

Section 903.2.8.5 Manufactured Homes. *An automatic fire sprinkler system shall be required in all new manufactured homes and multi-family manufactured homes intended for use as a one-and two-family dwelling. The design and installation of such systems shall be in accordance with California Code of Regulations, Title 25, §4300.*

Exceptions:

1. *Manufactured homes located within an existing mobile home park complying with California Health and Safety Code, Division 13, Part 2.1 or 2.3.*
2. *Manufactured homes that do not exceed 1,200 square feet in size and serve as an accessory dwelling unit, as defined in Government Code Section 658502; when the existing primary residence on the property is not required to comply with California Residential Code Section R313.2.*
3. *Manufactured homes that do not exceed 320 square feet in size.*

~~**Section 903.2.9 Group S-1** shall be amended as follows: 903.2.9 Group S. 903.2.9 (1) A Group S fire area exceeds 3,600 square feet.~~

SECTION 903.2.9 “GROUP S-1” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000~~ 3,600 square feet (1115 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds ~~24,000~~ 3,600 square feet (2430 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds ~~5,000~~ 3,600 square feet (464 m²).

~~**Section 903.2.10 Group S-2 Enclosed Parking Garages** shall be amended as follows: 903.2.10 (1) Where the fire area of the enclosed parking garage exceeds 3,600 square feet.~~

SECTION 903.2.10 “GROUP S-2” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds ~~12,000~~ 3,600 square feet (1115 m²).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds ~~48,000~~ 3,600 square feet (4460 m²).

SECTION 903.2.10.1 “COMMERCIAL PARKING GARAGES” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.10.1 Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds ~~5,000~~ 3,600 square feet (464 m²).

SECTION 903.2.22 “GROUP B” SHALL BE ADDED AS FOLLOWS:

Section 903.2.22 Group B. An automatic sprinkler system shall be provided throughout all buildings containing Group B occupancies where the fire area exceeds 3,600 square feet.

SECTION 903.2.23 “GROUP F-2” SHALL BE ADDED AS FOLLOWS:

Section 903.2.23 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing Group F-2 occupancies where the fire area exceeds 3,600 square feet.

SECTION 903.6 “WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES” IS AMENDED AS FOLLOWS:

Section 903.6 Where Required In Existing Buildings and Structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 *and as follows:*

1. When there is a change in occupancy classification that results in an increased life safety or fire risk, as determined by the fire code official, and the structure exceeds 3,600 square feet, an automatic fire sprinkler system shall be installed throughout the building.
2. In existing buildings 3,600 square feet or greater, other than one and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased ~~by an addition of more than thirty percent (30%) or 1,000 square feet whichever is less,~~ such building or structure shall be made to conform to Section 903.2.

Exception: When the building increase is less than 500 square feet.

3. In existing buildings 3,600 square feet or less, other than one-and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased to a total square footage over 3,600 square feet, ~~by an addition of more than thirty percent (30%) or 1,000 square feet, whichever is less,~~ such building or structure shall be made to conform to Section 903.2.

Exception: When the building increase is less than 500 square feet.

SECTION 903.2A WHERE REQUIRED SHALL BE ADDED AS FOLLOWS:

~~Status of existing buildings greater than 3,600 square feet. In existing buildings 3,600 square feet or greater, other than one and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased by an addition of more than thirty percent (30%) or 1,000 square feet whichever is less, such building or structure shall be made to conform to Section 903.2.~~

~~SECTION 907.2.A "WHERE REQUIRED – NEW BUILDINGS AND OR STRUCTURES" LESS THAN 3,600 SQUARE FEET SHALL BE ADDED AMENDED AS FOLLOWS:~~

Section 907.2.a Where Required – New Buildings and or Structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.2930 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

Exceptions:

1. The manual fire alarm box is not required for fire alarm control units systems dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system, impairment event. Where provided, the manual fire alarm box shall not be located in an area that is open to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.
4. A fire alarm system is not required in one and two-family dwellings, agricultural buildings, and other occupancies classified as Group U not under special use permit and/or not used for commercial purposes (e.g. retail sales, food service, and/or special events).
5. Buildings with a floor area less than 500 square feet may be exempt, as determined by the fire code official based on building construction material and features, location, occupancy type, and distance to exposures.

~~An approved fire alarm/detection system shall be installed in all buildings with a floor area less than 3,600 square feet.~~

Exceptions:

~~4. One and two-family dwellings (R-3 Occupancies and other occupancies classified as "U").~~

~~5. Agricultural buildings not under special use permit and/or not used for commercial purposes (e.g., retails sales, food service, and/or special events).~~

~~Buildings with a floor area less than 500 square feet may be exempt, as determined by the Fire Chief, or his/her duly authorized representative, based on building construction material~~

~~and features, location, occupancy type, and distance to exposures.~~SECTION 907.2.1.4
“GROUP A UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.1.4 Group A Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group A buildings with a floor area less than 3,600 square feet.

SECTION 907.2.2.3 “GROUP B UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.2.3 Group B Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group B buildings with a floor area less than 3,600 square feet.

SECTION 907.2.3.11 “GROUP E UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.3.11 Group E Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group E buildings with a floor area less than 3,600 square feet.

SECTION 907.2.4.1 “GROUP F UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.4.1 Group F Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group F buildings with a floor area less than 3,600 square feet.

SECTION 907.2.5.2 “GROUP H UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.5.2 Group H Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group H buildings with a floor area less than 3,600 square feet.

SECTION 907.2.6.6 “GROUP I UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.6.6 Group I Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group I buildings with a floor area less than 3,600 square feet.

SECTION 907.2.7.2 “GROUP M UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.7.2 Group M Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group M buildings with a floor area less than 3,600 square feet.

SECTION 907.2.8.4 “GROUP R-1 UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.8.4 Group R-1 Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group R-1 buildings with a floor area less than 3,600 square feet.

SECTION 907.2.9.4 “GROUP R-2, R-2.1, R-2.2 UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.9.4 Group R-2, R-2.1, R-2.2 Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group R-2, R-2.1, R-2.2 buildings with a floor area less than 3,600 square feet.

SECTION 907.2.10.1 “GROUP S UNDER 3,600 SQUARE FEET” SHALL BE ADDED AS FOLLOWS:

Section 907.2.10.1 Group S Under 3,600 Square Feet. An approved fire alarm system shall be installed in all group S buildings with a floor area less than 3,600 square feet.

907.2.~~30D~~ “TYPE I HOOD INSTALLATIONS” SHALL BE ADDED AS FOLLOWS:

907.2.30d “**Type I Hood Installations.** *The requirement of installation, or replacement, of a Type I Hood System shall require a fire alarm/sprinkler monitoring system to be installed, or for the hood system to be connected to an existing fire alarm/sprinkler monitoring system for that building.*

907.~~6.52-G~~ “MONITORING” SHALL BE AMENDED ~~ADDED~~ AS FOLLOWS:

907.6.52-e Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by an~~All fire alarm/detection systems shall be connected directly through and monitored by a U.L.~~ approved, UL certified, Type A Full Service central, proprietary or remote station service, which gives audible and visual signals at a constantly attended location. All sprinklered buildings shall be monitored.

Exceptions:

1. One- and two-family dwellings (R-3 Occupancies and other occupancies classified as “U”).
2. Agricultural buildings not under special use permit and/or not used for commercial purposes (e.g., retail sales, food service, and/or special events).

SECTION 907.6.2.1 “SECONDARY POWER SUPPLY” SHALL BE ADDED AS FOLLOWS:

SECTION 907.6.2.1 SECONDARY POWER SUPPLY. ~~In~~Where required by the fire code official, in accordance with NFPA 72, the secondary power supply providing a minimum 24-hour power capacity under quiescent load (system operating in a non-alarm condition) shall be amended to a minimum 72-hour power capacity.

Exception: *The existence of an emergency back-up power supply that meets or exceeds the requirements of California Fire Code Chapter 12.*

~~SECTION 907.92-B~~ SECTION 907.92-B STATUS OF “WHERE REQUIRED IN EXISTING BUILDINGS” SHALL BE ~~ADDED~~ AMENDED AS FOLLOWS:

SECTION 907.9 Where Required. An approved fire alarm system shall be provided in existing buildings and structures where required in Chapter 11 and ~~in~~ existing buildings with a floor area less than 3,600 square feet without an approved automatic sprinkler system, other than one- or two-family dwelling units, agricultural building not under special use permit for commercial purposes where a fire alarm detection system does not exist and the floor area of

~~the building or structure is increased or modified by more than thirty percent (30%) or 1,000 square feet, whichever is less, such building or structure shall be made to conform to Section 907 when required by the Fire Chief, or his/her duly authorized representative. Buildings with a floor area less than 500 square feet may be exempt, as determined by the Fire Chief, or his/her duly authorized representative, based on building construction materials and features, location, occupancy type, and distance to exposures.~~

~~Exception: When the building increase is less than 500 square feet.~~

Chapter 12

SECTION 1203.1.3 "INSTALLATION" SHALL BE AMENDED AS FOLLOWS:

Section 1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the California Building Code, the California Electrical Code, NFPA 110 and NFPA 111. *All buildings, other than one- and two-family dwelling units, and agricultural buildings not used for commercial purposes, with standby power, shall have a shunt trip device that disconnects all power sources to the building, approved by the fire code official. Existing installations shall be maintained in accordance with the original approval.*

Chapter 33

SECTION 331~~10~~.3 "PREMISE IDENTIFICATION" SHALL BE ADDED AS FOLLOWS:

Section 331~~10~~.3 Premise Identification *Prior to and during construction, an approved address sign shall be provided at each fire and emergency vehicle access road entry into the project.*

~~3312.1 When Required shall be amended as follows: Prior to combustible materials arriving on site, the fire hydrant water system shall be installed and maintained in continuous operation. The amount of water supplied shall meet the required fire flow for the project.~~

SECTION 331~~10~~.1 "WHEN REQUIRED" SHALL BE AMENDED AS FOLLOWS:

~~Section 33132.1 When Required. An approved water supply for fire protection, either temporary or permanent, shall be installed and maintained in continuous operation as soon as combustible building materials arrive on site, the commencement of vertical combustible construction and on installation of a standpipe system in buildings under construction, in accordance with Sections 3313.2 through 3313.5.~~

~~Exception: The fire code official is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.~~

Chapter 49

Section 4903 Plans

~~4903.1 Where Required shall be added as follows: The fire code official of the EDHCWD may require development projects located in Moderate, High and Very High Fire Hazard Severity Zones to submit fire protection plan. This plan shall be approved by both the fire code official and the authorized representative for the local CAL FIRE Unit Chief (if located in the State Responsibility Area [SRA]) prior to the recording of the final map for the project by the County of El Dorado.~~

Section 4905 Wildfire Protection Building Construction

~~4905.4 Roof Construction Requirements shall be added as follows: All new construction, including additions, requires a Class A roof covering or assembly. All re-roofing requires Class A roof covering or assembly as a minimum. Re-roofing in excess of 50% of an existing structure within any one year period will necessitate that the entire roof be a Class A roof covering or assembly as a minimum. Class B or C fire retardant treated and or non-treated wood shake or shingles are not approved as a roof covering material for Class A assembly.~~

Chapter 50

SECTION 5001.7 "LIABILITY FOR DAMAGES" SHALL BE ADDED AS FOLLOWS:

Section 5001.7 Liability for Damages. Any damages or cost resulting from the negligence, violation of the law, careless handling, spill or discharge of any hazardous materials shall ~~constituent~~constitute debt against any such person, firm or corporation causing such spill or discharge. This debt is collectible by the Fire Chief, or his/her duly authorized representative, in the same manner as in the case of an obligation under contract, expressed or implied.

Chapter 56

SECTION 5601.2 "PERMIT REQUIRED" SHALL BE AMENDED AS FOLLOWS:

Section 5601.2 Permit Required. Permits shall be required as set forth in Section 105.56 and regulated in accordance with this section. ~~Where explosives permits are required, they shall be issued by the Fire Chief, or his/her duly authorized representative, and the El Dorado County Sheriff's Department.~~ Where fireworks permits are required, they shall be issued by the Fire Chief, or his/her duly authorized representative, and the El Dorado County Board of Supervisors.

~~**5601.2.1 DOCUMENTATION SHALL BE ADDED AS FOLLOWS:**~~

~~The AHJ shall have the authority to request documentation regarding all aspects of the fireworks presentation.~~

~~**5601.2.2 PROPRIETARY INFORMATION SHALL BE ADDED AS FOLLOWS:**~~

~~The AHJ will protect all proprietary information.~~

Chapter 57

SECTION 5704.2.9.6.1 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

SECTION 5704.2.9.6.1 Locations Where Above-Ground Tanks are Prohibited. Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited unless approved by the fire code official*~~Fire Chief, or his/her duly authorized~~

~~representative. When permitted by the Fire Chief, or his/her duly authorized representative, all above ground tank(s) or vault installations for the storage of Class I, II or III flammable and combustible liquids shall comply with those requirements as set forth by the California Fire Code. The California Fire Code shall also apply to installations other than motor vehicle fuel dispensing stations where above-ground storage is required.~~

SECTION 5706.2.4.4 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

SECTION 5706.2.4.4 Locations Where Above-Ground Tanks are Prohibited. The storage of Class I and Class II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II liquids in above-ground tanks is prohibited unless approved by the fire code official~~the Fire Chief, or his/her duly authorized representative. When permitted by the Fire Chief, or his/her duly authorized representative, all above ground tank(s) or vault installations for the storage of Class I, II or III flammable and combustible liquids shall comply with those requirements as set forth by the California Fire Code. The California Fire Code shall also apply to installations other than motor vehicle fuel dispensing stations where above-ground storage is required.~~*

Chapter 58

SECTION 5806.2 "LIMITATIONS" SHALL BE AMENDED AS FOLLOWS:

SECTION 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited unless approved by the fire code official~~Fire Chief, or his/her duly authorized representative. When permitted by the Fire Chief, or his/her duly authorized representative, all stationary containers for the storage of flammable cryogenic fluids shall comply with those requirements as set forth by the California Fire Code. The California Fire Code shall also apply to installations other than motor vehicle fuel dispensing stations where above-ground storage is required.~~*

Chapter 61

SECTION 6104.2 "MAXIMUM CAPACITY WITHIN ESTABLISHED LIMITS" SHALL BE AMENDED AS FOLLOWS:

SECTION 6104.2 Maximum Capacity within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. *The storage of liquefied petroleum gas in excess of an aggregate of 2,000-gallon water capacity when located at least one-half (1/2) mile from property zoned or designated for residential use and at least one-half (1/2) mile from existing residential development with a density greater than one (1) dwelling unit per acre and at least one-half (1/2) mile from any hotel or motel is allowed when ~~AHJ~~ approved by the fire code official, and a special/conditional use permit is issued by the County of El Dorado.*

Dispensing within established limits. Within the limits established by law restricting the ~~dispensing dispersion~~ of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. The dispensing of liquefied petroleum gas in excess of an aggregate of 2,000-gallon water capacity when located at least one-half (1/2) mile from property zoned or designated for residential use ~~and at least one-half (1/2) mile from existing residential development with a density greater than one (1) dwelling unit per acre~~ and at least one-half (1/2) mile from any hotel or motel is allowed when ~~AHJ~~ approved by the fire code official and a special/conditional use permit is issued by the County of El Dorado.

~~SECTION 6113.1 PERMITS AND PLANS SHALL BE ADDED AS FOLLOWS:~~

~~Permits shall be required, and plans shall be submitted for all underground tank installations as approved by the AHJ.~~

~~SECTION 6113.2 UNDERGROUND LPG TANK OWNERSHIP SHALL BE ADDED AS FOLLOWS:~~

~~Underground LPG tanks shall be prohibited from being sold to end-users and shall be retained by the LPG company under a lease-type system to ensure proper annual maintenance requirements are met and recorded.~~

Chapter 80

SECTION 80, NFPA 1-22, CHAPTER 22 “AUTOMOTIVE WRECKING YARDS” IS ADOPTED, AMENDED SECTIONS AS FOLLOWS:

Revise Section 22.3 as follows:

22.3 Fire department access roads shall be in accordance with ~~Section 18.2~~the California Fire Code, Section 503 and Appendix D.

Add new Section 22.10 as follows:

22.10 Stored vehicles, boats, recreational vehicles, parts, and equipment shall not be stored within 30 feet of adjacent property lines.

SECTION 80, NFPA, 13D-~~16-22~~ – “STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS IN ONE-AND TWO FAMILY DWELLINGS AND MANUFACTURED HOMES” IS AMENDED AS FOLLOWS: 903.3.1.3, 903.3.5.1.1

NFPA 13D, Amended Sections as follows:

Add new Section 4.7-6 to read as follows:

4.7-6 Residential fire sprinkler systems installed in all new one-and two-family dwellings shall utilize a “Passive Purge” system design unless otherwise approved by the fire code official.

Exception: Manufactured home installed, tested and approved by the California Department of Housing and Community Development.

Revise Section 5.1.1.2 ~~to read~~ as follows:

5.1.1.2 A supply of at least one of each type and temperature sprinkler used within the premises shall be maintained on the property at an approved location. ~~Spare Stock~~ sprinklers shall be kept in a mounted and accessible cabinet.

Revise Section 7.6 ~~to read~~ as follows:

7.6 A local audio/visual device activated upon water flow ~~alarm~~ shall be provided on all fire sprinkler systems in homes at an approved location on the exterior of the dwelling.

Revise Section 11.2.1.1 ~~to read~~ as follows:

11.2.1.1 Where a fire department pumper connection is not provided, the system shall be hydrostatically tested at a *minimum pressure of 150 pounds per square inch gauge for no less than a 30-minute duration without evidence of leakage. Such test shall be witnessed by the fire code official.*

Appendix B – Fire Flow Requirements for Buildings

TABLE B105.1(1) “REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

TABLE B105.1(1) REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES

FIRE-FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0 – 3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
<u>MAJOR SUBDIVISIONS (5 PARCELS OR GREATER)</u>			
0 – 3,600	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	500 <u>1,000</u>	½ <u>1</u>

3,601 and greater	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1/2 value of Table B105.1(2) (<u>min. 1000 GPM</u>)	<u>4</u> <u>2</u>
<u>OTHER RESIDENTIAL DEVELOPMENT</u>			
0 – 3,600	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	500	<u>1/2</u> <u>1</u>
3,601 and greater	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1/2 value of Table B105.1(2) (<u>min. 750 GPM</u>)	1

TABLE B105.2 “REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

TABLE B105.2 REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the CA Fire Code	25% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the CA Fire Code	25% 50% of the value in Table B105.1(2)	Duration in Table B105.1(2) at the reduced flow rate

~~a. The reduced fire flow shall not be less than 1,000 gpm~~

b. The reduced fire flow shall not be less than 1,500 gpm

Appendix D – Fire Apparatus Access Roads

SECTION D103.1 “ACCESS ROAD WIDTH WITH A HYDRANT” SHALL BE AMENDED AS FOLLOWS:

Section D103.1 Access Road Width with a Hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

Exception: Driveways

SECTION D103.2 "GRADE" SHALL BE AMENDED AS FOLLOWS:

SECTION D103.2 Grade. Fire apparatus access roads *and driveways* shall not exceed ~~10~~15.9% in grade unless approved by the [fire code official AHJ](#) or by the El Dorado County amended California Public Resource Code Title 14 / Design and Improvement Standards Manual.

SECTION D103.3 "TURNING RADIUS" SHALL BE AMENDED AS FOLLOWS:

SECTION D103.3 Turning Radius. The minimum turning radius shall be determined by the fire code official; *and shall not include curb and gutter.*

SECTION D103.5 "FIRE APPARATUS ACCESS ROAD GATES" SHALL BE AMENDED AS FOLLOWS:

SECTION D103.5 Fire Apparatus Access Road Gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than ~~15~~12 feet (3658 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

SECTION D103.6.1 "ROADS 20 TO ~~26~~29 FEET IN WIDTH" SHALL BE AMENDED AS FOLLOWS:

SECTION D103.6.1 Roads 20 to ~~26~~29 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on both side of fire apparatus access roads that are 20 to ~~26~~29 feet wide (6096 to ~~7925~~8534.4 mm).

SECTION D103.6.2 "ROADS MORE THAN ~~26~~29 FEET IN WIDTH" SHALL BE AMENDED AS FOLLOWS:

SECTION D103.6.2 Roads more than ~~2629~~ feet in Width. Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than ~~2629~~ feet wide (8534.4 mm) and less than ~~3236~~ feet wide (~~975410972.8~~ mm).

SECTION D104.4 "CIRCUMFERENTIAL FIRE APPARATUS ACCESS ROADS" SHALL BE ADDED AS FOLLOWS:

SECTION D104.4 Circumferential Fire Apparatus Access Roads. *When required by the fire code official, a fire apparatus access road shall be constructed to encompass the entirety of a structure and shall provide a continuous means of emergency vehicle access.*

SECTION 4: CONFLICT

That Ordinance No. ~~20162019-37-01~~ of the EDHCWD, and all other ordinances or parts of ordinances herewith are hereby repealed.

SECTION 5: SEVERABILITY

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

SECTION 6: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. The EDHCWD Board Secretary is directed to publish this ordinance in a newspaper of general circulation in the District. In lieu of publication of the full text of the ordinance, a summary of the ordinance may be published by the by the Board Secretary within fifteen (15) days after its passage and a certified copy shall be posted in the office of the EDHCWD pursuant to *Government Code Section 36933(c) (1)*.

The above Ordinance was introduced at a meeting of the Board of Directors of the EDHCWD on ~~October~~September 15~~7~~, 20~~22~~19, and it was then read for the first time. A public hearing was set for the Ordinance to be read for the second time on ~~November~~October 20

4, 2022~~19~~ and approved by the following vote:

PASSED AND ADOPTED by the Board of Directors of the EDHCWD this, _____ day of _____, 2022~~19~~.

AYES:

NOES:

ABSENT:

ABSTAIN:

Bobbi Bennett, Board President

ATTEST:

Jessica Braddock, Board Secretary

SECTION 2: FINDINGS OF FACTS

In connection with the amendments enacted by Section 2 and 3 relating to the California Fire Code and its appendix, 2022 edition, the El Dorado Hills County Water District (EDHCWD) makes the following findings pursuant to Health and Safety Code Section 17958.5, 17958.7 and 18941.5. The changes are reasonably necessary because of local climatic, topographical or geological conditions.

EDHCWD hereby adopts pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are of a more restrictive nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code 2022 edition, have been recognized by the EDHCWD to address the fire problems, concerns and future direction by which EDHCWD can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 2021 edition thereof, published by the International Code Council is a nationally recognized compilation of proposed rules, regulations and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

2022 CFC FINDINGS

LOCAL CONDITIONS

A. These amendments are justified on the basis of a local climatic condition. Rescue Fire Protection District is subject to precipitation, relative humidity, temperature extremes, and high velocity winds.

1. Precipitation & relative humidity

a. Conditions

Precipitation. Average annual precipitation ranges from approximately 25 to 32 inches per year. Approximately 88% of the average rainfall occurs during the months of November through April and 12% from May through October. This area has experienced major droughts in the last two decades: 1986 -1991, 1998 – 2003, 2007 - 2009, and 2011 - 2015. It is possible that more droughts will occur in the future based on the weather cycle pattern.

Relative Humidity. During the summer months (May through September), the daily humidity generally ranges around 20% and occasionally drops to the low teens.

2. Temperature

a. Conditions

Temperatures. During the summer months (May through September), the daily temperatures commonly exceed 90 degrees Fahrenheit, with temperatures having been recorded as high as 115 degrees.

3. Winds

a. Conditions

Winds. The summer prevailing winds are out of the south and southwest. However, north winds occur during the spring (April and May), the fall (September and October), and occasionally during the summer months (June, July and August). Velocities are generally in the range of five to fifteen miles per hour, gusting to 30 miles per hour during the summer months.

SUMMARY

These local climatic conditions affect the acceleration, intensity and size of fire in the community. Times of little or no rainfall and high temperatures create extremely hazardous conditions, particularly as they relate to residential roof fires and wildfire conflagrations. The climatic conditions are one of the greatest impacts to fire behavior and other major emergency events due to their uncontrollable nature.

2022 CFC FINDINGS

B. These amendments are justified on the basis of a local geologic and topographic conditions. EDHCWD is subject to varied terrain, slopes, increased vegetation, varied surface features, hazardous building operations, and terrain risk factors.

1. Geological location

a. Conditions

Geological Location. El Dorado Hills is located in the foothills of the Sierra at an altitude range of approximately 650 feet to 1,500 feet above sea level.

2. Size and population

a. Conditions

Size and Population. The EDHCWD encompasses approximately seventy to eighty (70-80) square miles and has a current population of approximately 50,000 residents.

3. Seismic Location

a. Conditions

Seismic Location. The nearest identified fault zone running through the District is the Bear Mountain Fault. This fault zone is split into several branches which transect the area between Folsom and Shingle Springs. The closest branch passes through the middle of the District along the western edge of Browns Ravine. The next nearest extension of this fault system is located immediately at the north end of the District, and extends from the southeast arm of Folsom Lake, north to the City of Auburn. No recent geologic activity has been observed along this fault. However, studies of the east branch of the fault zone, conducted by Woodward-Clyde Associates for the Auburn Dam, and by Tierra Engineering Consultants near Folsom Lake, indicate that the fault may be reactivating based on recent tectonic trends and should be considered potentially active.

4. Topography

a. Conditions

Topography. The topography of the District varies from level 0% slope to terrain with over a 40% slope. The valley floor is relatively flat with gentle slopes and consists of grassland and trees. The east and west sides of the valley floor increase to approximately 40% slopes and consist of trees, brush and grass-covered range land. The greatest degree of slope occurs in the northern end of the District and extends northeast from there. Hilly terrain throughout the area provides gullies or areas referred to as “chimneys” which accelerate the spread of fire.

2022 CFC FINDINGS

5. Roads and streets

a. Conditions

Roads and Streets. The District has seen an accelerated degree of urban and commercial development within the last 15 years. With this development comes the increase of vehicular traffic and congestion which can have a direct effect on the response time of emergency apparatus.

6. Building Clearances

a. Conditions

Building Clearances. As residential development continues to occur in the District, the clearance between homes has decreased which increases the ability of fire to spread from one home to another by both radiation and convection heat.

SUMMARY

The above geological and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards that the Department must handle. Fire following an earthquake has the potential of causing greater loss of life and damage to property than the earthquake itself.

Other variables may tend to increase the situation:

1. The damage that may occur to the water system, and;
2. The extent of isolation due to roadway damage, overpass collapse and debris blocking the roadway.

2022 CFC FINDINGS

<i>2022 CFC Code Section</i>	<i>Title</i>	<i>Adopted</i>	<i>Amended</i>	<i>Added</i>	<i>Deleted</i>	<i>Finding</i>
101.1	General		X			Administrative
102.6 - 102.12	Applicability	X				Administrative
104.1	Duties and Powers	X				Administrative
104.3 – 104.4	Duties and Powers	X				Administrative
104.6	Official Records	X				Administrative
104.8 – 104.8.2	Approved Materials	X				Administrative
104.9	Modifications	X				Administrative
104.11 – 104.12.3	Fire Investigation	X				Administrative
105.2.3	Time of Application	X				Administrative
105.3.2	Extensions	X				Administrative
105.5	Operational Permits					Administrative
105.5.55	Automobile Wrecking Yards			X		Administrative
105.6	Construction Permits		X			Administrative
105.6.25	Automobile Wrecking Yards			X		Administrative
105.6.9	Fuel Cell	X				Administrative
105.6.12	Hazardous Materials	X				Administrative
105.17	Plant Extraction	X				Administrative
105.18	Private Fire Hydrants	X				Administrative
105.19	Smoke Control	X				Administrative
105.6.21	Special Event Structure	X				Administrative
105.6.22	Spraying or Dipping	X				Administrative
105.6.23	Standpipe Systems	X				Administrative
105.6.24	Tents	X				Administrative
106.1 – 106.4	Construction Documents	X				Administrative
107.1	Fees	X				Administrative
107.5	Related Fees			X		Administrative
107.5.1	Cost Recovery			X		Administrative
107.6	Refunds	X				Administrative
107.7	Administrative Costs			X		Administrative
Section 108	Inspections	X				Administrative
Section 109	Maintenance	X				Administrative
111.5	Appeals			X		Administrative
112.4	Violation Penalties		X			Administrative
112.4.1	Abatement of Violations	X				Administrative
112.4.2	Citations			X		Administrative
Section 113	Stop Work Order					Administrative
113.4	Failure to Comply		X			Administrative

2022 CFC FINDINGS

2022 CFC Code Section	Title	Adopted	Amended	Added	Deleted	Finding
Section 114	Unsafe Structures	X				Administrative
202	Definitions		X			Administrative
Section 302	Definitions					Administrative
Section 303	Asphalt Kettles					A1, A2, A3, B1, B2. B3. B4, B5, B6
302.1	Definitions		X			Administrative
Section 304	Combustible Waste	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 305	Ignition Sources	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 306	Motion Picture	X				B1, B2. B3. B4, B5, B6
Section 307	Open Burning	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
307.4.4	Open Burning			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 308	Open Flames	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 309	Powered Industrial Trucks	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 310	Smoking	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 311	Vacant Premises	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 320	3D Printing	X				B1, B2. B3. B4, B5, B6
Section 321	Artificial Vegetation	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
403.2 – 403.2.4	Group A	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
403.6 – 403.6.1.4	Group F	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
403.9 – 403.9.3.4	Group R	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
503.2.1	Dimensions		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
503.2.5	Dead Ends		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
503.2.6	Bridges		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
503.3.1	No Parking – Fire Lanes			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
503.3.2	No Parking – Fire Hydrants			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
503.3.3	Fire Lane Width			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
503.6	Security Gates		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
505.1	Address		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
507.5.1	Where Required – Fire Hydrants		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
509.3	Fire Control Rooms			X		B1, B2. B3. B4, B5, B6
807.5.2	Group E	X				B1, B2. B3. B4, B5, B6
903.2	Where Required – Fire Sprinklers		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.1.1	Group A		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.1.2	Group A-2		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.1.3	Group A-3		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.1.4	Group A-4		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.3	Group E		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.4	Group F-1		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.7	Group M		X			A1, A2, A3, B1, B2. B3. B4, B5, B6

2022 CFC FINDINGS

2022 CFC Code Section	Title	Adopted	Amended	Added	Deleted	Finding
903.2.7.2	Group M - Mattresses		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.8.5	Manufactured Homes			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.9	Group S-1		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.10	Group S-2		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.10.1	Parking Garages		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.22	Group B			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
903.2.23	Group F-2			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
903.6	Where Required – Fire Sprinklers		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2	Where Required – Fire Alarm Systems		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.1.4	Group A			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.2.3	Group B			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.3.11	Group E			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.4.1	Group F-1			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.5.2	Group H			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.6.6	Group I			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.7.2	Group M			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.8.4	Group R-1			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.9.4	Group R-2, R-2.1, R-2.2			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.10.1	Group S			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.2.30	Type I Hoods			X		B1, B2. B3. B4, B5, B6
907.6.5	Monitoring		X			B1, B2. B3. B4, B5, B6
907.6.2.1	Secondary Power Supply			X		A1, A2, A3, B1, B2. B3. B4, B5, B6
907.9	Where Required – Fire Alarm		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 1101	General	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 1102	Definitions	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.2	Responder Communication	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.5 – 1103.5.5	Sprinkler Systems	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.7 – 1103.7.9.10	Fire Alarm Systems	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.8 – 1103.8.5.3	Smoke Alarms	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1103.9 – 1103.9.1	Carbon Monoxide Alarms	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Section 1104	Egress	X				B1, B2. B3. B4, B5, B6
Section 1106	Outdoor Operations	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
1203.1.3	Installation		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
3311.3	Address		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
3313.1	When Required – Water Supply		X			A1, A2, A3, B1, B2. B3. B4, B5, B6

2022 CFC FINDINGS

<i>2022 CFC Code Section</i>	<i>Title</i>	<i>Adopted</i>	<i>Amended</i>	<i>Added</i>	<i>Deleted</i>	<i>Finding</i>
5001.7	Liability for Damages			X		Administrative
5601.2	Permit Required		X			Administrative
5704.2.9.6.1	Locations – Above Ground Tanks		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
5706.2.4.4	Locations – Above Ground Tanks		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
5806.2	Limitations		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
6104.2	Maximum Capacity		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Chapter 80	Referenced Standards		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix B Table B105.1 (1)	Fire Flow - Residential		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix B Table B105.2	Fire Flow - Commercial		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D	Fire Apparatus Access Roads	X				A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D103.1	Access Road Width		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D103.2	Grade		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D103.3	Turning Radius		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D103.5	Gates		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D103.6.1	Fire Lane Marking		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D103.6.2	Fire Lane Marking		X			A1, A2, A3, B1, B2. B3. B4, B5, B6
Appendix D, D104.4	Circumferential Fire Access		X			A1, A2, A3, B1, B2. B3. B4, B5, B6

Resolution No. 2022-19
El Dorado Hills County Water District

Resolution of Appreciation
To
Battalion Chief John Johnston

WHEREAS, **BATTALION CHIEF JOHN JOHNSTON** has provided loyal, dedicated, and outstanding service to the community of El Dorado Hills and the El Dorado Hills Fire Department during his twenty-three (23) years of paid service from June 29, 1999, through October 6, 2022; and

WHEREAS, Battalion Chief Johnston brought his vast knowledge and experience in both Firefighting and Emergency Medical Service Operations; became known for his strong work ethic, integrity, and dedication to the El Dorado Hills Fire Department; focused on building positive relationships and partnerships within the Department and Community; and

WHEREAS, Battalion Chief Johnston has given unselfishly of his time and interest during the years that he served the District, particularly with regard to his involvement with the El Dorado Hills Fire Department Honor Guard, Critical Incident Stress Management Program, Santa Run, Apparatus Management, and offering his knowledge and experience to help educate others; and

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

PASSED AND ADOPTED THIS 20th DAY OF OCTOBER 2022.

Bobbi Bennett, President

ATTEST:

Jessica Braddock, Board Secretary



El Dorado County Emergency Services Authority

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1-DEFINITIONS

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

SECTION 2-SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

SECTION 3-SERVICE STANDARDS

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

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

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

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

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

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

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

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

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

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

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

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

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

4.2 Dedicated Standby Ambulance Service

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

SECTION 5-PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

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

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

SECTION 7-TRAINING & EDUCATION

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

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

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

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

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

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

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

SECTION 8- QUALITY ASSURANCE

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

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

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

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

8.5 **Contractor** shall comply with California Code of Regulations, Title 22. Social Security, Division 9. Pre-Hospital Emergency Medical Services, Chapter 12. EMS System Quality Improvement, Articles 1 thru 5.

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

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

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

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

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

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

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

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

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

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

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

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

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

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

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

SECTION 11- REPORTS & POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12: COMPETITION

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

SECTION 13- BILLING FOR SERVICES

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

SECTION 14- COMPENSATION

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

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

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

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

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

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

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

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

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

SECTION 15- CHANGES

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

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

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

SECTION 16- INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

17.1 **Contractor** certifies under the laws of the State of California that **Contractor** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

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

SECTION 18- INDEMNITY

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

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

SECTION 19- INSURANCE

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

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

19.1.2 Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1.3 Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$1,000,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 20- INTEREST OF PUBLIC OFFICIAL

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

SECTION 21- INTEREST OF CONTRACTOR

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

SECTION 22- VENUE

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

SECTION 23- ADMINISTRATION

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

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

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

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

SECTION 24- DISPUTES

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

SECTION 25- FORCE MAJEURE

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

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

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

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

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

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

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

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

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

SECTION 26- TERM

26.1 This agreement shall become effective on July 1, 2022, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 27-PRIOR AGREEMENTS SUPERSEDED

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

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

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

Date _____

Fire Chief Maurice Johnson
El Dorado Hills Fire Department

Date _____

Appendix A

HIPAA Business Associate Agreement

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure

of PHI other than as provided for by this Amendment and applicable laws.

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

4. PHI Access, Amendment and Disclosure Accounting.

The **Business Associate** agrees to:

- A. Provide access, at the request of **JPA**, within five (5) days, to PHI in a Designated Record Set, to the **JPA**, or to an Individual as directed by the **JPA**.
- B. To make any amendment(s) to PHI in a Designated Record Set that the **JPA** directs or agrees to at the request of **JPA** or an Individual within sixty (60) days of the request of **JPA**.
- C. To assist the **JPA** in meeting its disclosure accounting under HIPAA:
 - (1) The **Business Associate** agrees to document such disclosures of PHI and information related to such disclosures as would be required for the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) The **JPA** agrees to provide to **JPA** or an Individual, within sixty (60) days, information collected in accordance with this section to permit the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) The **Business Associate** shall have available for the **JPA** the information required by this section for the six (6) years preceding the **JPA**'s request for information.

- D. Make available to the **JPA**, the **Business Associate's** internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the **Business Associate's** compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from **JPA**, make available any and all information necessary for **JPA** to make an accounting of disclosures of **JPA** PHI by the **Business Associate**.
 - F. Within thirty (30) days of receiving a written request from **JPA**, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the **Business Associate's** possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that **JPA** would be prohibited from making.
5. Obligations of JPA.
- A. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any restrictions on the use and disclosure of PHI agreed to by **JPA** that may affect the **Business Associate's** ability to perform its obligations under the Underlying Agreement, or this Amendment.
 - B. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the **Business Associate's** ability to perform its obligations under the Underlying Agreement, of this Amendment.
 - C. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the **Business Associate's** use of disclosure of PHI.
 - D. **JPA** shall not request the **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **JPA**, except as may be expressly permitted by the Privacy Rule.
 - E. **JPA** will obtain any authorizations necessary for the use or disclosure of PHI, so that the **Business Associate** can perform its obligations under this Amendment and/or the Underlying Agreement.
6. Terms and Termination.
This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein. Upon termination of this Agreement for any reason, the **Business Associate**, with respect to protected health information received from the County or **JPA** or created, maintained, or received by the **Business Associate** on their behalf, shall:

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

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the **Business Associate**, the **Business Associate** shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of **JPA**; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the **Business Associate's** indemnification to **JPA** as set forth herein. The **Business Associate's** obligation to defend, indemnify and hold harmless **JPA** shall be subject to **JPA** having given the **Business Associate** written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the **Business Associate's** expense, for the defense or settlement thereof. The **Business Associate's** obligation hereunder shall be satisfied when the **Business Associate** has provided to **JPA**

the appropriate form of dismissal relieving **JPA** from any liability for the action or claim involved.

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

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

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

2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual cost with amounts not to exceed those listed in the chart below.

Class 30 Expenses		
Employee Salary & Benefits	Maximum Allowance: \$1,200,000 per medic unit	July 2022 will be compensated at a flat rate of \$100,000 per unit. Beginning with August 2022, compensation will be at actual cost of the previous months Employee Salary & Benefit cost. <i>*Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.</i>
Class 40 Expenses		
Object Code 4022: Uniforms	Maximum Allowance: \$6,000 per medic unit	Compensated at actual cost.
Object Code 4304 Agency Admin	\$20,000 per medic unit	Compensated annually in July
Object Code 4440: Rental/Lease Buildings	\$18,000 per medic unit	Compensated annually in January

Object 4609 Staff Development	Maximum Allowance: \$6,000 per medic unit	Compensated at actual cost	
Object 4700 Utilities	\$9,700 per medic unit	Compensated annually in January	

3. Invoices submitted for reimbursement must be accompanied with supporting documentation including receipts, invoices, personnel rosters and referenced line items and are subject to the review and approval of the **JPA** Executive Director or designee.
4. The **Contractor** agrees to submit a preliminary fiscal year budget to the **JPA** on an annual basis, which will be reviewed and approved by the **JPA** Finance Committee and Board of Directors.
5. The **Contractor** agrees to submit a monthly Expenditure report to the **JPA**, which will be reviewed by the **JPA** Finance Committee and Board of Directors.
6. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the **JPA** or **Contractor**, dramatically increase the **Contractor**'s expenses or decrease **JPA** revenues, either the **JPA** or the **Contractor** may request to meet and confer regarding the terms of this Agreement.

RESOLUTION NO. 2022-20

FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) El Dorado Hills County Water District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution
001 Represented Employees	Region 1 United Healthcare Alliance Basic
002 Chief	\$2,850.00
003 EMS Techs	No Change
004 Reserve Fire	No Change
005 Unrepresented Employees	\$2,850.00

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) El Dorado Hills County Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of El Dorado Hills County Water District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that El Dorado Hills County Water District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, The Director of Finance to file with the Board a verified copy of this resolution, and to perform on behalf of El Dorado Hills County Water District all functions required of it under the Act.

Adopted at a the regular meeting of the Board of Directors at 1050 Wilson Blvd. El Dorado Hills, CA, this 20 day of October, 2022.

Signed: _____
Bobbi Bennett, Board President

Attest: _____
Jessica Braddock, Board Secretary

INSTRUCTIONS

This resolution form is the approved form designated by the California Public Employees' Retirement System (CalPERS). It should be used by a contracting agency subject to Public Employees' Medical and Hospital Care Act (PEMHCA) when the agency desires to change the monthly employer health contribution for employees and annuitants in accordance with Government Code Section 22892.

The resolution is **effective on the first day of the second month** following the month in which the resolution is filed (date stamped as received by CalPERS; See address below).

WHEREAS, (1) should be completed with full name of the contracting agency and recognized employee organizations.

RESOLVED, (a) should be completed to specify the amount of the employer contribution toward the cost of enrollment for active employees and annuitants. The amount specified must be an amount equal to or greater than that prescribed by Section 22892(b).

Commencing January 1, 2009, the employer contribution shall be adjusted annually by the Board to reflect any change in the medical component of the Consumer Price Index, and shall be rounded to the nearest dollar.

RESOLVED, (b) should be completed with full name of the contracting agency.

RESOLVED, (c) should be completed with full name of the contracting agency.

RESOLVED, (d) requests the position title of the individual who handles the PEMHCA resolution for the contracting agency.

RESOLVED, (d) should be completed with full name of the contracting agency.

Because resolutions serve as a legally binding document, we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.

For resolution processing, deliver to the following:

Overnight Mail Service

California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the executive body; i.e. Board of Directors, Board of Trustees, etc., the location and the date of signing.



El Dorado Hills Fire Department

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

Maurice Johnson
Fire Chief

DATE: October 20, 2022

TO: Board of Directors

AGENDA ITEM: Item XIV-E

SUBJECT: Strike Leader Assignment – Deputy Chief Dustin Hall – Mosquito Fire

SUMMARY/DISCUSSION

Deputy Chief Hall was assigned as Strike Team Leader (STEN) to the Mosquito Fire. The dates of his deployment were September 12, 2022, from 1800 hours to September 19, 2022, at 1530 hours. The order number for this request was E-20083. The incident number was CA-TNF-001317.

This was an OES Strike Team assignment as part of the California Master Mutual Aid Agreement. The Portal-to-Portal agreement is attached along with the O.E.S. reimbursement rate sheet which shows the pay rate for the Deputy Fire Chief is \$107.58 per hour. All costs including total time is reimbursed to the Department by the State of California O.E.S.

FISCAL IMPACT

There is no fiscal impact to the District. The State of California will reimburse the District for all personnel and vehicle use costs, and will pay an Administrative fee to the Department. Chief Hall’s normal 40-hour workweek time is also covered by the State of California.

RECOMMENDATION

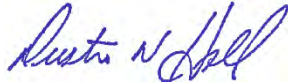
After subtracting the costs of the normal daily commitment to the District, staff recommends that Deputy Chief Hall be awarded \$13,662.66 additional compensation per the following table for his O.E.S. assignment.

Deployment Date/Time	Return Date/Time	Total Hours on Incident	Regularly Scheduled Hours	Difference
Monday, September 12, 2022, at 1800 hours	Monday, September 19, 2022, at 1530 hours	165.5	38.5	127

Breakdown of Hours Worked

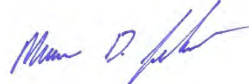
Date	Regular Hours Normally Worked	Additional Hours Worked
Monday, September 12, 2022	N/A	13
Tuesday, September 13, 2022	10	14
Wednesday, September 14, 2022	10	14
Thursday, September 15, 2022	10	14
Friday, September 16, 2022	0	24
Saturday, September 17, 2022	0	24
Sunday, September 18, 2022	0	24
Monday, September 19, 2022	8.5	N/A
	TOTAL	165.5

Submitted by:



Dustin Hall
Deputy Chief – Operations

Approved by:



Maurice Johnson
Fire Chief

**EL DORADO HILLS COUNTY WATER DISTRICT
RESOLUTION 2022-22
AUTHORIZING THE WRITE-OFF OF CAPITAL ASSETS**

WHEREAS, the El Dorado County Water District owns the Capital Assets listed in Appendix A; and

WHEREAS, the District Capital Asset Policy provides that a physical inventory will be completed at the end of each fiscal year; and

WHEREAS, the District Capital Asset Policy provides that assets no longer needed in service by the District are to be submitted to the Board of Directors for approval to surplus; and

WHEREAS, the District Capital Asset Policy provides that assets determined to be missing during the physical inventory process will be reported to the Fire Chief and written off; and

WHEREAS, the District Capital Asset Policy provides that asset write-offs with a remaining net book value shall be submitted to the Board of Directors for approval; and

WHEREAS, Staff recommends that the Board of Directors approve the write-off of the Capital Assets listed in Appendix A based on the results of the physical inventory process; and

NOW, THEREFORE, BE IT RESOLVED that the El Dorado Hills County Water District Board of Directors hereby approves the write-off of the Capital Assets listed in Appendix A, which either could not be located during the physical inventory process or no longer meet the District capitalization threshold.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the El Dorado Hills County Water District at a regular meeting held on the 20th day of October, 2022 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Jessica Braddock, Secretary

Bobbi Bennett, President

APPENDIX A

El Dorado Hills Fire Department

2021/22 Capital Asset Write-offs/Disposals

Asset Number	Asset Description	Reason	Notes	Asset Category	GL Acct #	Cost	Date Acquired	Estimated Useful Life (Months)	Remaining Useful Life (Months) as of 7/1/21	Accumulated Depreciation 7/1/21	Cost less Accumulated Depreciation 7/1/21
1025	Radiological Testing Equip	Physical Inventory	Asset could not be located	Fire Equipment	1581	4,479.12	11/4/2002	84	-	4,479.12	-
1064	Workout - 9X Eng Met	Physical Inventory	Asset could not be located	Fire Equipment	1581	4,101.36	12/6/2007	84	-	4,101.36	-
1066	Holmatro Units (1 of 2)	Physical Inventory	Asset could not be located	Fire Equipment	1581	10,681.93	12/6/2007	180	1.4	8,901.61	1,780
1085	Fire Extinguisher Training Prop (Prevention)	Physical Inventory	Asset could not be located	Fire Equipment	1581	5,967.72	11/19/2008	84	-	5,967.72	-
1155	EMS Training Manikin (2)	Physical Inventory	Asset could not be located	Fire Equipment	1581	7,966.87	6/16/2016	84	2.0	5,734.28	2,233
1376	Patrol 91 Narcotics Box	Physical Inventory	Below capitalization threshold	Vehicles	1582	1,514.16	10/31/2016	66.96	0.9	1,265.33	249
1394	Station 85 Server Upgrade	Physical Inventory	Server since replaced	Office Equipment	1580	3,021.25	3/8/2017	60	0.7	2,605.72	416
1422	Sawzall Reciprocating Saw w/ Battery	Physical Inventory	Asset could not be located	Furniture/Fixtures/Tools	1584	3,857.10	10/31/2016	60	0.3	3,597.14	260
				Total Disposals 2021/22		\$ 41,589.51				\$ 36,652.28	\$ 4,937.23



El Dorado Hills Fire Department

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

Maurice Johnson
Fire Chief

DATE: October 20, 2022
TO: Board of Directors
AGENDA ITEM: Item XIV-I
SUBJECT: Special Operations (Rescue) Lake Boat

TOPIC

Staff seeks Board authorization to post a Request for Quotation (RFQ) for the purchase of a Lake Boat.

SUMMARY/DISCUSSION

Annually, the Department responds to multiple requests for service from the public while on Folsom Lake. The Department has a substantial jurisdictional boundary along Folsom Lake's shore. Over the years, the Department has provided resources to properly train personnel so that the Department is in a state of readiness and capable of responding to incidents involving static and dynamic water.

The lake boat will ensure the safety of Department personnel while involved in these types of incidents. This resource will also provide the necessary response platform and better equip personnel for all types of weather, night or day.

The Lake Boat was approved by the Board of Directors in the 2021/22 Final Budget.

FISCAL IMPACT

The County of El Dorado awarded the Department \$203,875 from the County TOT Fund for the purchase of the Lake Boat. While not anticipated, if the purchase price exceeds the amount awarded, the Department will utilize Development Fee funds to pay the difference.

RECOMMENDATION

Staff respectfully recommends the Board approve posting/releasing of the RFQ.

Submitted by:

Dustin Hall
Deputy Chief – Operations

Approved by:

Maurice Johnson
Fire Chief

**EL DORADO HILLS
FIRE DEPARTMENT**

Issued: October 24, 2022



REQUEST FOR QUOTATION (RFQ)

In-Board, Open Bow, 23' Jet Boat with Trailer

Deadline for Submission of Proposals:

November 10, 2022, 2:00 p.m.

For an electronic version of this Request for Quotations, go to:

<https://edhfire.com/>

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the requirement to furnish and deliver to El Dorado Hills County Water District (The District), Station 85, 1050 Wilson Blvd. El Dorado Hills, CA 95762, one (1) In-Board, Open Bow, 23' Jet Boat with Trailer, or pre-approved equal, as specified within.

The requirement will be an aluminum-hulled vessel with rub strake on the sides, complete with trailer, suitable to perform Search & Rescue, and Fire Suppression functions on Folsom Lake and the South Fork of the American River.

The District intends to award a contract to the lowest responsible bidder whose response meets the District's requirements.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications
 - a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing heavy-duty aluminum boats for at least ten (10) years.
 - b. Bidder shall be an authorized manufacturer, dealer, or provider.
 - c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply products and perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

1. Approved Model:
 - a. For Item 1 = In-Board, Open Bow, 23' Jet Boat
 - b. For Item 2 = Appropriate Trailer to haul/launch Item 1 above
 - c. Or other pre-approved equal(s)

All products shall be in new and unused condition and shall be of the most current and up to date model.

Vehicle Safety, Design and Emissions

All vehicles sold to the District shall comply with all applicable motor vehicle rules and regulations within the State of California, including but not limited to the requirements of the California Vehicle Code (CVC), California Code of Regulations-Title 13, and Code of Federal Regulations-Title 49. Vehicles shall comply with all Federal and State rules, regulations, and safety standards which were in effect at the date of delivery to the District, and which are

applicable to the District's planned usage as stated in this RFQ. Unless otherwise noted in this RFQ, all vehicles shall meet the 50-State emissions requirements that allow the resale of these vehicles to the general public as originally equipped.

D. SPECIFICATIONS

A – GENERAL DESCRIPTION:

- A1** It is the intent of this specification to describe an aluminum-hulled vessel with rub strake on the sides, complete with trailer, suitable to perform Search & Rescue as well as Fire Suppression functions on Folsom Lake and the American River. The vessel must be stable and highly maneuverable at all speeds in various wind, water-depth, or wave conditions which are normally encountered on the waterways where the vessel will be in use. These wave conditions may vary from flat to 2' to 3' choppy waves. The sections of the American River where operations will occur include whitewater with rapids up to Class III. The vessel will operate in and around very shallow water, including gravel/sand bars and other obstacles and hazards that are consistent with Sierra Nevada rivers and lakes. The construction and materials of this vessel shall be designed and built to be heavy-duty while providing exceptional performance and long-term durability. An All-Risk Fire Department will use this vessel in the performance of a wide variety of emergency operations such as routine training and patrol, work duties include towing, search & rescue (including recoveries), fire suppression (both on-water and off-water), watercraft accidents, personnel, and citizen evacuations, and medical aids. The vessel will be kept in a mission-ready condition and in an in-service in any weather condition for 365 days per year.
- A2** It is intended that the manufacturer when selecting components, materials, and design practices for the specified vessel, will use those which are the best available in the industry for the type of operation and conditions for which the vessel will be subjected. All components, materials, and design practices will be selected to give maximum performance, service life, and safety.
- A3** The term "**heavy-duty**" as used in these specifications ***shall*** mean that the item to which the term is applied ***shall*** exceed the usual quantity, quality, or capacity supplied with the standard production unit(s) and it ***shall*** be able to withstand the unusual strain, exposure, temperature, wear and use.
- A4** Vessel ***shall*** be constructed of "new" marine grade aluminum and designed for shallow river and lake functions.
- A5** The length of this vessel ***shall*** be a minimum and a maximum of twenty-three feet (23') with a minimum of eighty-five inches (85") bottom width. The centerline length ***shall not*** include the dive platform.
- A6** The hull design ***shall*** be a 14-degree tapered radius design.
- A7** The hull ***shall*** include a strike or impact pad on the bottom, running from bulkhead to transom (full radius at the transom).
- A8** General construction ***shall*** be considered a landing craft (open bow) style.

- A-9** There shall be a non-skid, aluminum self-bailing deck constructed approximately 4" above the floor.
- A-10** Propulsion ***shall*** be accomplished utilizing a marine gas engine complete with water jet propulsion unit equipped with a stainless steel or turbo impeller.
- A-11** A super welded T-Top console with steering/helm, control functions, with slant forward windshield in the center of the vessel. Storage area(s) shall be included as part of the console.
- A-12** All edges and surfaces that may come in contact with hands or feet ***shall*** be smooth or rounded, including but not limited to storage boxes, side trays, cabin, engine cover, etc. Any rough or unfinished edges will not be acceptable.

B - BID REQUIREMENTS:

- B-1** Bids must include all costs of the finished vessel with all components listed herein, including labor, materials, and all other costs for a completely operational vessel upon receipt. The bid ***shall*** include any freight.
- B-2** All work done, when and where governed, must comply with current United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), and American Boat and Yacht Council regulations (ABYC).
- B-3** The successful bidder must be a recognized manufacturer of heavy-duty aluminum watercraft who has been in business continuously for a minimum of 10 years to the bid opening date.
- B-4** All equipment and components listed as standard by the manufacturer for the model quoted ***shall*** be furnished whether or not such items are detailed herein (e.g., special wrenches, tool kits, jacks adequate to safely lift the vessel when loaded to rated capacity, spare trailer tire, etc.)
- B-5** Specifications listed on the following pages are written with the intent to meet all applicable laws, rules, and regulations, but the final certification to comply ***shall*** rest with the Vendor and not the District. Should our requirements not comply, the manufacturer shall contact the District immediately to refigure and have the District revise the specifications to meet all laws, rules, and regulations (Refer to California Vehicle Code and B-2) where it applies to items such as the ratings of axles, tires, rims, brakes, batteries, cooling capacity, etc.
- B-6** The District will not accept any part, component, or system which is not an established standard product of the bidding manufacturer (e.g., "prototypes", "experimental", etc.)
- B-7** Warranties will include:
Engine and pump/IO = full manufacturer's warranty
Hull = minimum 10 years on materials and, workmanship
Equipment = manufacturer's warranty or California Laws
- B-8** Supplier will notify the District of various stages of construction. The primary purpose of the

inspections will be to assure compliance with all designs, specifications, and installation instructions.

- B-9** The successful bidder shall deliver the completed vessel and trailer to a location designated by the District.
- B-10** The Successful bidder shall provide a minimum of eight (8) hours of time to instruct designated District personnel how to operate and maintain the completed boat and trailer at a location agreed upon by the manufacturer and District.
- B-11** Owner/operator and service manual shall accompany the vessel and trailer upon delivery.
- B-12** A complete service and repair manual for the vessel, including the engine and jet propulsion unit, shall accompany the vessel and trailer upon delivery.
- B-13** A complete parts manual for the vessel, including engine and jet propulsion unit, shall accompany the vessel and trailer upon delivery.
- B-14** The original dealer's Report of Sale shall be furnished to the District at the time of delivery of the vessel.
- B-15** The Vendor and District will determine an appropriate time frame for delivery of equipment.
- B-16** There shall be an agreement by all parties to this contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the time period as set forth in this contract, the damage will be sustained by the District, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that Vendor shall pay to the District the sum of one hundred dollars (\$100) per calendar day for each and every working day of delay in finishing the work in excess of the time period prescribed; and the Vendor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the District may deduct the amount thereof from any money due that may become due Vendor under this contract of any other contract between the District and the Vendor.
- B-17** The Vendor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the District, fire, floods epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Vendor shall, within ten (10) days from the beginning of any such delay, notify in writing of the cause of the delay, who shall then ascertain the facts and the extent of the delay, and the District's findings of the facts thereon shall be final and conclusive.

C - DESIGN AND CONSTRUCTION REQUIREMENTS:

- C-1** The material and equipment used in the construction shall be new. The hull shall be constructed of heavy-duty, high-grade marine aluminum alloy and shall meet the appropriate Federal and Industry standards for material and installation. The aluminum shall be a minimum of .250" thickness for the bottom and .190 for the transom, .125" thickness for the sides, and .160" thickness for the Box Girder.
- C-2** Hull shall be a hard chine V tapered radius in design with a minimum centerline length of twenty-two (22') and a maximum centerline of twenty-five (25'), excluding dive platform.
- C-3** The bottom Vee shall have a deadrise of fourteen (14) degrees at the planning surface, including the intake shoe and transition forward of the radius intake shoe, or such other degree mutually agreed upon in writing.
- C-4** All hull frame and stiffener connections shall be welded continuously inside and outside on all seams, stress-free. Riveted connections shall not be considered acceptable.
- C-5** The sides and bottom will meet at a modified open bow.
- C-6** The tapered radius is to extend from the bow to the transom.
- C-7** The hull will be assembled using a shaped and slotted formed extrusion between the sides and the bottom (chine) and the sides and the top (gunwale and foredeck) or an assembly system of equal and approved design by NMMA. All welds are to be continuous, both inside and outside the hull.
- C-8** Heavy-duty bow chocks shall be securely welded to the hull.
- C-9** The bottom will be hard chine, and with six (6) lifting strakes welded on the bottom of the boat designed with the internal T-bar support within the strakes. The bottom width shall be appropriate to the size, shape, weight, and intended use of the vessel as stated by the District.
- C-10** The gunwale top section shall be a flat surface between eight (8) to ten (10) inches wide with appropriate cowling to allow water to run off without entering the vessel.
- C-11** The sides (gunwales) shall be thirty-two inches in height and will include a hybrid collar with rub stake on the sides.
- C-12** The beamwidth shall be one hundred and two inches (102") and the bottom width eighty-five inches (85") or such other width as mutually agreed upon in writing.
- C-13** All fasteners utilized in constructing or attaching equipment to this vessel shall be aluminum or 300 series stainless steel and consistent with standard marine construction practices. If the bidder uses stainless steel, the fasteners shall be insulated from aluminum.

- C-14** Two (2) welded bow eyes three inches (3") apart and two (2) stern eyes, one welded to each side of the transom suitable for use in towing.
- C-15** A minimum of a four-inch (4") to a maximum of six (6") high aluminum handrail **shall** be welded on top of the gunwale on each side. It shall go from the stern a minimum of three (3) feet along the gunwale.
- C-16** There **shall** be the same type of handrail along each side of the bow, beginning at the front on each side. This rail **shall** include openings at two points for persons boarding on per side.
- C-17** There **shall** be three (3) 8" heavy-duty, open-based cleats that will be backed and welded or backed and through-bolted on the gunwale on each side. There **shall** also be one (1) 8" marine-grade aluminum cleat mounted on the bow.
- C-18** The windshield framing **shall** be slant forward welded construction with full support braces with a walk-around to the open bow. All window glass **shall** be clear safety glass.
- C-19** All bulkhead doors and hatch covers will be framed with one inch (1") aluminum alloy channel.
- C-20** The color **shall** be red. Markings or wording are required on the hull sides to be specified by the District. There will be no bottom paint.
- C-21** Aluminum "Tow Bit/Christ pole" (3 ½ " aluminum) **shall** be welded to the centerline at the transom. It **shall** be capable of towing large vessels without undue stress.
- C-22** Two (2) Aluminum "Tow Bit/Christ pole" (3 ½ " aluminum) **shall** be welded to both sides atop the gunnels towards the front of the vessel. They **shall** be capable of withstanding the pressures without undue stress while the vessel is being pulled/towed by another vessel.
- C-23** A dive platform/pump protector is to run the full width of the transom and be constructed of a minimum of 1.5" aluminum tubing. The platform will be covered with aluminum diamond plating, extending a minimum of thirty inches (30") behind the transom at the center. This platform should be designed with eyes or rings to aid in the securing of large items upon it (i.e. full body bag, etc.) with rope or tie-down straps.
- C-24** The dive platform **shall** be located as close to the waterline as practical.
- C-25** A welded/fold-up swim ladder and grab handle **shall** be located as close to the waterline as practical.
- C-26** A fire pump shall be installed in front of the center console. Shall be secured to the decking, so the pump does not move during boating and fire suppression operations. The pump model to be installed will be specified and provided by the District.
- C-27** Fuel supply for the pump shall be a direct feed from the vessels fuel tank where possible

- C-28** A remote start/stop and pump primer switch shall be installed on the center console dash. The bidder will install a pump throttle control knob and a pump pressure gauge shall be installed on the center console dash.
- C-29** A hard suction/draft hose shall be installed from the suction side of the pump through the bottom of the boat for continuous water flow during fire suppression operations. Draft hose to be installed will be specified and provided to the Vendor by the District.
- C-30** A fire suppression turret or deluge gun shall be installed to the front of the boat on one side of the gunnel. Plumbing for the turret shall be installed from the discharge side of the pump under the floor and through the gunnel directly into the turret. Turret/Deluge gun to be installed will be specified and provided to the Vendor by the District.
- C-31** A cover with an adequate door shall be installed over the pump to hide it from the elements when not in use. This cover shall have access doors to assist in the ventilation when the pump is in use. The cover shall be insulated to help with dampening the noise. The top of this cover shall act as a two-person bench seat when the pump is not in use. The bench seat will be fabricated similar size, shape, and construction as the driver's bench seat. A cushion shall be mounted to the front side of the center console to act as a backrest.

D - ELECTRICAL REQUIREMENTS:

- D-1** All hoses, wires, and pipes shall be routed to be clear of all heat sources and shall be routed, secured, or otherwise protected from any present or potential source of snags, abrasions, or sharp edges.
- D-2** All wiring shall be protected from corrosion.
- D-3** Vessel shall consist of a 12-volt, negative ground electrical system. Two (2) heavy-duty RV marine batteries with a minimum of 650 amperes cold cranking power and heavy-duty cables shall be installed. The battery shall be a **Group 24 Interstate** brand battery or equivalent. Alternators rated for electrical load at idle engine speed RPM. Unit shall maintain all electrical systems while the engine is at an idle in fog or low visibility conditions.
- D-4** Batteries shall be secured inside the transom. The transom will be constructed so there are cabinets port and starboard to accommodate the dual battery system. Cabinet opening should be large enough to accommodate easy removal of batteries. The batteries should be electronically isolated from the hull and easily accessible.
- D-5** All batteries, bilge pumps, and fuel filters are to be contained inside the transom or engine compartment and mounted in such a way as to be readily and easily accessible for service upon opening the transom or engine compartments.
- D-6** Battery receptacle shall be mounted on the interior of the stern and shall include a set of jumper cables.

- D-7** A single heavy-duty battery selector switch **shall** be installed and include four (4) positions: "1, 2, both and Off." This should be mounted in the transom compartment or engine compartment.
- D-8** The battery switch **shall** be easily accessible in a lockable compartment.
- D-9** Minimum #6-gauge cable from the batteries to the dash. One twelve (12) position fuse block is to be mounted under the operator's console, wired directly to the batteries. Each fuse will be labeled for identification.
- D-10** A minimum of five (5) empty fuses/circuits **shall** be installed at the console for future electronic needs.
- D-11** There **shall** be a circuit breaker installed next to each toggle switch on the control console. Toggle switches, Euro-style duty switches shall be rated at 30 amps, resistive with lighted indicator for ON position, and shall be waterproof.
- D-12** There **shall** be a fuse or a conduit breaker with 18" at each end of every power source. All wiring harnesses must meet and NMMA color code for NMMA certification. All electrical items shall be labeled on a panel.
- D-13** A three-way, waterproof ignition switch of the Vendor's choosing, key-operated, **shall** be installed in the dash of the operator's console.
- D-14** Dashboard **shall** consist of the following digital gauges and meters, at a minimum, are to be installed in the console: The instrument panel, which holds all gauges and switches, must be made of aluminum and Teleflex marine instruments or equivalent are to be used.
- *Hour meter
 - *Engine oil pressure (audible alarm and warning light and override switch)
 - *Tachometer
 - *Volt or amp meter (warning light)
 - *Fuel level gauge
 - *Engine water temperature (audible alarm and warning light and override switch)
 - *Oil Temperature with oil pan sending unit.
- D-15** All gauges **shall** be illuminated with 12-volt lighting, red lights, non-glare with a separate activation switch in the operator's console. All gauges/meters will be illuminated with a dimmer switch on the console.
- D-16** There **shall** be two (2) heavy-duty bilge pumps with a minimum of 1,100 gph (each), chosen by the Vendor. One will be wired directly to the batteries to afford automatic operation with an automatic system. The second pump will have a manual switch at the console.

- D-17** (2) 12-volt power outlets (cigarette style) marine-grade, wired to adequately handle handheld high-power spotlights. Each plug **shall** have a plastic-style cover.
- D-18** Two (2) power outlets **shall** be located at each console.
- D-19** LED style, marine-grade navigational lighting **shall** be provided and comply with international maritime rules and be USCG-approved. The port and starboard bow lights shall be mounted in an area that will maximize the lights visibility. There shall be a white all-around light provided near the stern of the vessel. Two (2) stainless steel docking lights at bow **shall** be installed.
- D-20** Heavy-duty electric bilge blower of appropriate size **shall** be provided and installed, along with natural ventilation. The switch for the bilge blower **shall** be mounted on the operator's console. Provisions for windshield defrosting **shall** be provided with controls on the console.
- D-21** Vendor selected dual heavy-duty windshield wiper(s), with coordinated and self-parking, full panoramic capability for the driver with controls located at the operator's console.
- D-22** The emergency lights **shall** be commercially manufactured for emergency vehicles/vessels. The lights **shall** be LED-style with only red and white lights. Further specifications to be furnished to the bidder by the District.
- D-23** The lights **shall** be made up of red or white lights to meet the USCG requirements for emergency vessels. Further specifications to be furnished to the bidder by the District.
- D-24** A siren/P.A. speaker **shall** be mounted externally in front of the port bulkhead facing forward. Brand and model shall be determined and provided by the District.
- D-25** The On/Off switch for the lights **shall** be a rocker-type mounted on the console, for easy access by the operator.
- D-26** The lights, speaker, and siren/P.A. **shall** be provided and installed by the Vendor. (Reference D-16 through D-16.2)
- D-27** Two (2) District radios, provided by the District, **shall** be installed by the successful bidder.
- D-28** The District will install the two (2) radios and siren controls.
- D-29** The radio antenna(s) **shall** be installed on top of the T-top in a position as to not interfere with operation and emergency situations.
- D-30** Two (2) red LED lights **shall** be provided by the District and installed rear-facing, one on each side of the transom by the bidder/contractor. Whelen TIR3 Series, Model # 8R-GR196 or equivalent. Two (2) white LED courtesy/running lights **shall** be provided and mounted, rear-facing (one on each side of the transom). Whelen LIN3 Series, Super LED, Model # 8R-GR258 or equivalent.
- D-31** All electrical wire harnesses **shall** be encased in a small appropriate conduit before inserting into

a large conduit. All harnesses in the engine compartment will be tied up as high as possible and heat shielded as required, hidden inside the arch tubing wherever practical and not exposed from the gunwale to where each unit is mounted.

- D-32** Talled in the transom compartment of the vessel **shall** be a **Shurflo** wash-down assembly to include a minimum of 4.0 g.p.m. pump, ¾ & 5/8 garden hose adapters with quick connects, raw water strainer, and a UV protected 25-foot coiled hose with a nozzle. (Or equal.)
- D-33** Navigation, Radar, GPS, Thermal Imaging, Spotlight(s), and/or other electronic devices will be specified and provided by the District. The Vendor will install all such devices.
- D-34** Welded radar arch on the roof of the console with welded spotlight mount(s) for LED floodlights with switch(s) at the dash.
- D-35** An electric winch with controls at the dash shall operate the Drop Bow.

E - INTERIOR REQUIREMENTS:

- E-1** There **shall** be 3-5" conduit run from the engine compartment to the control area. All control cables will run in this conduit. No exposed cables/wires, hoses, or wires at the transom or along the sides except when the engine compartment is open.
- E-2** The bow area in front of the windshield/console **shall** have an open bow/deck configuration. There **shall** be a minimum of two lockable storage compartments (one anchor locker) in the extreme bow. The bow **shall** be self-bailing with openings on both the port and starboard sides allowing water to exit the vessel.
- E-3** All interior sides **shall** be covered grey carpet.
- E-4** Dashboard, interior cabinets, countertops, etc. **shall** be painted with grey "zolutone" or approved equivalent.
- E-5** All compartments **shall** be locking, keyed alike with recessed half-circle pull rings or handles. All compartments should have sealed watertight doors.
- E-6** All locks to be stainless steel or an equivalent non-corrosive material.
- E-7** Deck surface **shall** be constructed of a minimum of 5/8" marine grade exterior marine plywood.
- E-8** The aluminum engine cover is to be thoroughly insulated and isolated as to keep the DBA at the operator's console at 90 DBA or less. The sound deadening material **shall** be fire retardant.
- E-9** The cover will be hinged for total engine access. The cover will open aft and balance over the center.

E-10 There **shall** be a prop (locking device) to hold the engine cover in the open position and prevent it from falling.

E-11 Noise level **shall** not exceed 90 DBA at the driver's console at any speed, in accordance with OSHA. Standards and testing **shall** be done by the manufacturer under closed, as well as open, hatch conditions. All sound deadening materials used **shall** be of fire-retardant material.

E-12 A console **shall** be provided and include a dashboard area behind the windshield. Dimensions will be determined by the successful bidder.

E-13 There **shall** be a console storage compartment above the windshield large enough to accommodate the controls for the District radios, siren, and emergency lights.

E-14 Operator seating for two passengers shall be a bench seat style and installed behind the console. The seat shall have a backrest the full width of the seat and have one folding armrest on each side of the bench seat (if possible). Seats will be as wide as the console itself to accommodate two rescuers wearing equipment.

E-15 All vinyl **shall** be alike, including the same color, which will be grey in color.

E-16 Helm **shall** be located on the center console and consist of a three (3) spoke, cushion grip wheel with a minimum diameter of 11.5" and a maximum diameter of 13.5". Steering system **shall** be a custom-built rack and pinion construction with $\frac{3}{4}$ turn lock-to-lock on the steering wheel.

E-17 Throttle and controls **shall** be "Flow Tec" heavy-duty or equivalent. The throttle and shifter **shall** be separate dual controls mounted on the starboard side of the steering wheel. Single control or binnacle mount controls **will not** be accepted.

E-18 There **shall** be storage trays on the inside gunwales of both the port and starboard sides, from the transom to the consoles. These trays will allow for the maximum storage that the hull design can allow.

E-19 There **shall** be (1) lockable seat/storage box and (1) lockable cabinet, minimum of 48" long and 20" wide and 19" tall with vinyl cushions installed on each seat lid. Seat and cabinet shall be placed directly behind the operator and front passenger seats and face the center of the boat. The seat/storage box will be vented. Access for the storage boxes **shall** be through a lift-up hinged lid.

E-20 There **shall** be a backboard mounting system on top of the welded T-Top

F - PROPULSION AND RELATED MACHINERY REQUIREMENTS:

F-1 The engine **shall** be a new FORD 6.2 Raptor @ 440 h.p. fuel-injected gasoline engine, or equal. Engine must meet all marine industry requirements. Catalytic exhaust manifolds are required.

F-2 Engine **shall** provide freshwater cooling to include raw/freshwater heat exchangers as

required, including a sand trap-type debris filter.

- F-3** Oil cooler for the engine.
- F-4** Provide a remote oil filter location suitable for ease of maintenance.
- F-5** There **shall** be access to drain the oil, including a hose attached to the engine to facilitate oil draining out the transom.
- F-6** Alternator **shall** be rated for anticipated electrical load at idle engine RPM. Unit shall maintain all electrical systems while the engine is at idle in fog or low visibility conditions—minimum 95 amps.
- F-7** The engine **shall** meet State engine exhaust limitations at 50'.
- F-8** A single fuel tank **shall** be located low, amidship, or in a position to enhance the stability and planning of the vessel. The fuel tank **shall** be located in the bilge area beneath the deck in a manner that allows access to the fuel gauge sending unit.
- F-9** Fuel tank **shall** be fabricated of marine-grade aluminum as determined by the successful bidder.
- F-10** Fuel tank **shall** have a minimum capacity of 70 and a maximum of 80 U.S. gallons.
- F-11** Fuel tank **shall** be pressure tested and certified by the successful bidder.
- F-12** Fuel tank **shall** meet or exceed, install, and material all Federal and California fuel tank requirements.
- F-13** Fuel fill inlet **shall** be located on the side gunwale or transom and be opposite exterior battery jump receptacle. It **shall not** have any hard turns or kinks that would restrict normal fuel flow or hinder the tank's ability to fuel up fully.
- F-14** Fuel system **shall** include a duplex, heavy-duty marine fuel/water separator/filter in a location to facilitate ease of maintenance.
- F-15** The water jet propulsion **shall** be a Hamilton, or equivalent, HJ 212 model and a 3.4 kw stainless steel turbo impeller. A solid billet (1 ¼") thick minimum intake base (6061 T6 alloys) shall be welded into the hull to mount the jet drive. No cast aluminum intake base will be accepted.
- F-16** The unit **shall** have a clean-out port on the pump intake to allow debris to be removed. The clean-out **shall** be accessible from the inside while the vessel is afloat.
- F-17** The unit **shall** have a spring-loaded intake grate located on the bottom of the hull to facilitate ease of maintenance and clearing a fouled intake on the pump. The grate should be designed to drop when pressure is placed on a foot stomp bar located behind the transom. Personnel should

be able to step on the bar and drop the grate while standing on the rear platform.

F-18 Engine compartment **shall** have a 1" drain hole to the exterior through the transom.

G – T-TOP REQUIREMENTS:

G-1 The top **shall** be constructed of aluminum framing/tubing. The top will extend from the windshield to aft of the bench seat.

G-2 There will be a rear drop curtain that extends from the top to the floor behind the bench seat / storage boxes and Cabinet. The curtain will be attached to the top and the side curtains with zippers. There **shall** be two vertical zippers from the deck to near the top as a rear door. There will be a strap/snap system to allow the rear curtain to be rolled up while still attached to the top.

G-3 The side curtains and back drop **shall** come with a storage type boot for protection when not being used, with storage boot for storage.

G-4 The side and rear curtains shall be constructed of a combination of canvas and clear plastic as to allow 360-degree visibility with minimal obstruction.

G-5 All snaps, hinges and other hardware used **shall** be 300 series stainless steel. All zippers **shall** be nylon YKK zippers, or equal.

G-6 All canvas **shall** be gray in color, made of Top Gun 11oz material, or equivalent.

G-7 There **shall** be a snap-on moorage cover.

H - TRAILER REQUIREMENTS:

H-1 Trailer **shall** be all welded Aluminum, with tandem axles, (no bolt together framing) to accommodate the size and weight of the specified vessel, fully fueled and equipped.

H-2 Trailer **shall** be "bunk" style. Roller style shall **not be** considered acceptable. Bunks **shall** be adjustable.

H-3 Aluminum bunks with UHMW-overlay **shall** be acceptable.

H-4 A matching spare tire and wheel **shall** be mounted on the trailer.

H-5 Tires **shall** be radial of size and ply rating to accommodate the gross weight of the vessel fully loaded.

H-6 The rim diameter will be a minimum of 15" inches.

H-7 Wheels **shall** be equipped with Vault oil bath bearings or approved equivalent.

- H-8** Trailer tongue shall be equipped with a ball hitch substantial enough to haul/pull the load capacity of the trailer and boat combined.
- H-9** A “Fulton” swing away or approved equal tongue jack with 2 solid rubber wheels, shall be included and installed. Jack shall be rated to exceed the tongue weight of the loaded vessel.
- H-10** The trailer shall be equipped with a heavy-duty winch with a nylon strap. The winch shall be attached to the trailer with security bolts.
- H-11** The trailer shall be equipped with a heavy-duty safety chain below the winch for additional safety.
- H-12** Trailer shall be equipped with “surge disc” or electrical type brakes on all four (4) wheels.
- H-13** The trailer shall have installed required “trailer lights.” The lights shall be classified as “submersible.” These lights shall be LED or equal.
- H-14** Trailer shall meet all Federal, State of California Vehicle Code and S.A.E. requirements.
- H-15** The trailer weight rating shall exceed the weight of the vessel, fully fueled and loaded.

E. INSPECTION

The District will inspect material after it arrives at the delivery point. If the rejection rate of a sample of components is 10% or higher, all components will be rejected.

Bidder is solely responsible for ensuring the material arrives at the District’s ship-to location free of defects and manufactured in strict conformance with the specifications.

The District reserves the right-of-access to the Contractor’s facility to verify conformance to this specification at the District’s expense.

F. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor’s product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District’s specification requirements, or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, the Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	<i>October 24, 2022</i>
Deadline For Submission of Questions	<i>November 1, 2022, 12:00noon</i>
Response Due	<i>November 10, 2022, 2:00p.m.</i>
Notice of Intent to Award (Tentative)	<i>November 18, 2022, 4:00p.m.</i>
Protest Due	<i>November 29, 2022, 4:00p.m.</i>
Anticipated Contract Start Date	<i>December 5, 2022</i>

Note: All dates are subject to change by the El Dorado Hills Fire District.

Bidders are responsible for reviewing www.edhfire.com for any published addenda. Hard copies of the addenda will not be mailed out.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District has the right to decline to award this contract or any part of it for any reason.
3. Any specifications, terms, or conditions issued by the District, or those included in the bidder's submission, concerning this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
4. Award of contract, the District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after bids have been opened.

B. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and the extended price.

C. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail with the Bidder's name being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and received no later than five (5) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for the protest. The protest must include the name of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, or hand delivered to:

**El Dorado Hills Fire Department
RFQ – Jet Boat Protest
Attn: Dustin Hall, Deputy Chief
1050 Wilson Blvd.
El Dorado Hills, CA 95762**

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

D. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. POs and payments for products and/or services will be issued only in the name of the Contractor.
3. All change orders shall be in writing and agreed upon, in advance, by the Contractor and the District.

E. TERM / TERMINATION

The term of the contract, which may be awarded pursuant to this RFQ, will be 12 months, or any other period as mutually agreed upon in writing by the District and vendor.

1. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
2. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

F. WARRANTY

1. For any contract awarded pursuant to this RFQ, Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien, or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements.

Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guarantees that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guarantees that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the district but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

G. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

TECHNICAL SPECIFICATIONS:

El Dorado Hills Fire Department

Attn: David Brady, Battalion Chief, Special Operations

El Dorado Hills, CA 95762

AFTER AWARD:

El Dorado Hills Fire Department

Attn: Dustin Hall, Deputy Chief of Operations

El Dorado Hills, CA 95762

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late or unsealed responses **will not** be accepted.
3. RFQ responses submitted via electronic transmissions **will not** be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Administrative Office by May 25, 2022, at 2:00 p.m. Any RFQ response received after that time or date, or at a place other than the stated address shall not be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time-stamped at the stated address by the time designated. The District’s timestamp shall be considered the official timepiece for the

purpose of establishing the actual receipt of RFQ responses.

5. RFQ responses are to be addressed/delivered as follows:

Mailed, hand-delivered, or delivered by courier or package delivery service:

**El Dorado Hills Fire Department
In-Board, Open Bow, 23' Jet Boat with Trailer
Attn: Dustin Hall, Deputy Chief
1050 Wilson Blvd.
El Dorado Hills, CA 95762**

Bidder's name, return address, and title must also appear on the mailing package.

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
8. It is understood that the District reserves the right to reject any or all RFQ responses.
9. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or portion thereof so marked. RFQ responses submitted to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

C. WRITTEN CONTRACT

The successful bidder may be required to enter into a written contract for the sale of the boat. In the event of any inconsistency between the written contract and the RFQ, the RFQ will control. If no written contract is executed, the contract documents shall consist of those documents defined in the definitions section, subject to the order of precedence set forth in the RFQ.



EXHIBIT A
RFQ RESPONSE PACKET
IN-BOARD OPEN BOW 23' JET BOAT WITH TRAILER

To: The EL DORADO HILLS FIRE DISTRICT (“District”)

From: _____
(Official Name of Bidder)

RFQ RESPONSE PACKET GUIDELINES

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES AND TWO (2) COPIES CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFQ RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”**



BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By submitting an RFQ response, the bidder certifies that if awarded a contract, it will make no claim against the District-based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
9. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the contract, and all provisions thereof are hereby accepted.

Official Name of Bidder(exactly as it appears on Bidder's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



BIDDING SHEET

Cost shall be submitted on this Bid Form as is; the prices quoted shall include Sales Tax.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Item	Quantity	Unit of Measure	Description	Total Price
1	1	each	23' Jet Boat, or pre-approved equal model, as herein specified. <i>(indicate model being bid, below)</i> Make _____ Model _____	\$ _____
2	1	each	Trailer for 23" Jet Boat, or pre-approved equal model, as herein specified. <i>(indicate model being bid, below)</i> Make _____ Model _____	\$ _____
TOTAL RFQ BID AMOUNT				\$ _____



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.

2. **References:**
 - (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

3. **Exceptions, Clarifications, Amendments:**
 - (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder’s RFQ response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFQ Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**



REFERENCES

RFQ No. 2022-01, IN-BOARD OPEN BOW 23' JET BOAT WITH TRAILER

Bidder Name: _____

Bidder must provide a minimum of three (3) references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXHIBIT B

GENERAL REQUIREMENTS

CONTENTS

1. DEFINITIONS
2. BOND
3. SAMPLES OR SPECIMENS
4. MATERIAL AND WORKMANSHIP
5. DEFECTIVE WORK
6. WARRANTY
7. CHANGES
8. EFFECT OF EXTENSIONS OF TIME
9. DELAYS
10. TERMINATION
11. DAMAGES
12. ORDER OF PRECEDENCE
13. INDEMNIFICATION/RESPONSIBILITY
14. PROHIBITION OF ASSIGNMENT
15. NEWS RELEASES
16. SEVERABILITY
17. RIGHTS AND REMEDIES OF THE DISTRICT
18. WAIVER OF RIGHTS
19. CONFIDENTIALITY

1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- a. **“Change Order”** A Change Order is a written instrument used for modifying the contract with regards to the scope of work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the

work. Any part of the work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the work, shall be provided by the Contractor at its expense.

- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Workday”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the contract may be terminated for cause under Article 18.

3. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

4. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to the approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the contract. All work shall be done and completed in a thorough, professional manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

5. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

6. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

7. CHANGES

- a. Changes in the work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same work.

8. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

9. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable, or inexcusable), the Contractor shall reschedule the work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense, or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures), the agreement will be extended for an equal length of time of the delay.
- d. For compensable delays (delays to completion of the work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the

District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special, and incidental damages.

- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
 - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
 - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

10. TERMINATION

- a. Termination by the District for Cause:
 - i. District may terminate the Contractor's right to proceed under the contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 3. A receiver is appointed to take charge of the Contractor's property.
 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the work in accordance with the Contract Documents.
 5. The Contractor fails to make progress so as to endanger performance of the work within the contractually required time.
 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.

8. The Contractor abandons the work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
 - iii. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
 - iv. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
 1. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following: Immediately discontinue its performance of the contract to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the work that is not discontinued or that is necessary for an orderly cessation of the work.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the work.
 4. Thereafter, do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants, and

equipment in transit to or on the site of performance.

- ii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
 1. The amount of the contract sum allocable to the portion of the work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.
- iii. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation, or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the contract shall continue as to portions of the work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for work performed prior to the Force Majeure event at either (i) the unit prices named in the contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

11. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

12. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.

- ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet.
- b. With reference to drawings:
- i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown.

13. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this contract; or
 - ii. Any allegation that materials or services developed, provided, or used for this contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the contract.

14. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations under this contract. This prohibition does not apply to the District. The District retains the right to assign this contract in whole or in part at any time upon reasonable terms.

15. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use

any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

16. SEVERABILITY

Should any part of the contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the contract, which shall continue in full force and effect, provided that the remainder of the contract can be interpreted to give effect to the intentions of the parties.

17. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

19. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the contract. The covenants contained in this paragraph shall survive the termination of this contract for whatever cause.

**EL DORADO HILLS
FIRE DEPARTMENT**

Issued: **October 24, 2022**



**REQUEST FOR QUOTATIONS
(RFQ)**

HVAC Maintenance Service

Deadline for Submission of Proposals:

November 29, 2022, by 2:00p.m.

For an electronic version of this Request for Quotes, go to:

<https://edhfire.com/>

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Appendix –

Appendix A – List of equipment

SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published Request for Quotes	October 24, 2022
• Deadline for receiving all questions	November 7, 2022, by 2:00p.m.
• Pre-bid Site Visit (If required)	November 10, 2022
• Deadline for proposal responses to be received by District	November 29, 2022, by 2:00p.m.
• Notice of Intent to Award (Tentative)	December 16, 2022
• Deadline for protest (Tentative)	December 23, 2022, by 2:00p.m.
• Contract executed (Tentative)	January 3, 2023

SECTION TWO: GENERAL QUOTES SUMMARY

This Request for Quotes is to invite formal proposals from vendors who wish to be considered for selection to provide Heating, Air Ventilation, and Air Conditioning (HVAC) and related system services to the El Dorado Hills Fire Department (EDHFD).

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

This specification describes the services to be performed under this Solicitation. The Department’s five (5) Fire Stations require HVAC Quarterly and/or Annual scheduled preventive maintenance services and unscheduled repair services. The Department requires a qualified service provider to provide preventative maintenance to improve equipment operations, increase efficiency, minimize breakdowns, prolong equipment life, and to perform scheduled inspections of the Department’s systems. The maintenance shall also include but is not limited to, filter service, water treatment service, and outdoor coil cleaning service

The Contractor shall provide all labor, materials, tools, instrumentation, travel, and equipment to satisfactorily complete the services. The Department reserves the right to increase or reduce service needs based on operational needs or restrictions. Nothing in this Specification shall be interpreted as relieving the Contractor of the responsibility of meeting all applicable federal, state, and local codes and regulations.

SECTION FOUR: SCOPE OF SERVICES

A. Preventative Maintenance

1. Combination Units

- a) Visually check the coils for any damage, flaws, interference, and overall operations. Brush the coils if needed or propose a scheduled coil cleaning if required.
- b) Inspect & check the package HVAC for proper operation making sure to review interlocks, & vibration or noise problems.
- c) Check starter and tighten electrical connections. Check the system safety controls.
- d) Clean coils with biodegradable coil cleaning solvents and pressure wash as needed.

- e) Clean the evaporator condensate/drain pan and related piping to ensure proper water flow. Install condensate chemical tablets and service the condensate pan if necessary.
- f) Inspect the motors and/or shaft & bearings for any problems or issues, lubricate as needed.
- g) Check the belts for wear, proper tension, and alignment problems. Adjust or replace the belt as needed.
- h) Check the settings of the fan system for proper speed and operations as needed.
- i) Check the economizer, dampers, valves, linkages, louvers/shutters & lubricate grease fittings and pivot joints as necessary.
- j) Check damper operation. Inspect for any damaged/faulty blades, vibration/balance issues, obstructions, and debris that can cause problems with proper airflow operations.
- k) Check the electrical wiring and related components for any loose connections or signs of overheating problems.
- l) Check compressor operations (crankcase heater, oil level/pressure while loaded/unloaded, suction pressure, discharge pressure, discharge line temp/superheat, and Meg Ohm windings as needed.
- m) Check refrigerant operations along with refrigerant charge/oil levels as needed.
- n) Check the bypass valve or head pressure damper if applicable as needed.
- o) Inspect flue, combustion chamber, heat exchanger. Clean chamber and perform combustion test as needed.
- p) Replace the air filters on a quarterly basis.
- q) Remove any debris, old parts that are around the equipment and notify facilities contact if there is excessive debris around equipment.
- r) Check thermostats are programmed and operating properly ensure thermostats allow for adjustments.

2. Split Units

- a) Visually check the coils for any damage, flaws, interference, and overall operations. Brush the coils if needed or propose a scheduled coil cleaning if required.
- b) Inspect & check the split AC for proper operation making sure to review interlocks, & vibration or noise problems.
- c) Check starter and tighten electrical connections. Check the system safety controls.
- d) Clean the evaporator condensate/drain pan and related piping to ensure proper water flow.
- e) Inspect the motors and/or shaft & bearings for any problems or issues, then lubricate as needed.
- f) Check the belts for wear, proper tension, and alignment problems. Adjust or replace the belt as needed.
- g) Check the settings of the fan system for proper speed and operations as needed.
- h) Check the fan cycling operations for proper operations, fan speed and temperature if applicable.
- i) Check the electrical wiring and related components for any loose connections or signs of overheating problems.
- j) Check refrigerant operations along with refrigerant charge/oil levels as needed.
- k) Clean cleanable filters. Replace the air filters Quarterly.
- l) Remove any debris, old parts that are around the equipment and notify facilities

contact if there is excessive debris around equipment.

- m) Check thermostats are programmed and operating properly to ensure thermostats allow for adjustments.

3. Furnace Units

- a) Inspect and check the furnace unit for proper operation making sure to review exterior, and vibration or noise problems.
- b) Check pilot operations.
- c) Check the electrical wiring and related components for any loose connections or signs of overheating problems.
- d) Inspect the motors and/or shaft & bearings for any problems or issues, then lubricate as needed.
- e) Check the belts for wear, proper tension, and alignment problems. Adjust or replace the belt as needed.
- f) Check for proper fan speed and cycling.
- g) Check thermocouple & heat exchanger condition.
- h) Check the systems safety & temperature controls.
- i) Check damper operation. Inspect for any damaged/faulty blades, vibration/balance issues, obstructions, and debris that can cause problems with proper airflow operations.
- j) Remove any debris, old parts that are around the equipment and notify facilities contact if there is excessive debris around equipment.
- k) Check gas pressure regulator.
- l) Clean and inspect burners and flue semi-annually.
- m) Test high pressure cutout operation semi-annually.

4. Boilers

- a) Inspect and clean fireside surfaces.
- b) Inspect all burner refractory material.
- c) Inspect all manhole gaskets for leaks.
- d) Inspect and test all system valves.
- e) Inspect and test all safety valves.
- f) Clean and rebuild low water cut-off.
- g) Recalibrate all operating controls.
- h) Overhaul feed water pumps.
- i) Clean condensate receiver.
- j) Inspect electrical terminals.
- k) Switch boiler automation to summer mode.
- l) Check fuel oil levels.
- m) Clean and inspect chimneys.
- n) Clean and tune boiler and components.

B. Scheduling Maintenance Inspections

The Preventive Maintenance (PM) tasks due will be scheduled during the same time period to keep the equipment on the same rotational schedule. Therefore, to ensure timely and uniform maintenance on all equipment, a Quarterly PM schedule will be generated by the Contractor and provided to the Facilities Manager. All inspection dates and times must be scheduled between the hours of 8:00 AM and 5:00 PM. The Contractor shall schedule services with the

Facilities Manager three (3) days in advance prior to the inspection date. The Department reserves the right to add or delete equipment, whichever is in the best interest of the Department.

C. Service Report

The Contractor, in conjunction with the Facilities Manager, will develop a checklist and report for each type of maintenance to be performed, adding any manufacturer specific items that may not be addressed. After each quarterly maintenance service is complete, this service report shall be furnished to an authorized Department representative within three (3) days. The Contractor shall submit the service report to the Facilities Manager via e-mail.

The Contractor shall make recommendations that will improve (lower) maintenance cost while not compromising reliability. When repairs are required to the equipment these items will be noted on the service report.

Maintenance service records will be tracked by unit and kept up to date. A maintenance history report will be provided to the Department at least on an annual basis.

The Contractor will store all of your preventative maintenance documentation as well as store your equipment lists, contracts, proposals, invoices, and tailored data base reports to provide refrigerant management, historical log information reports, and repair & energy reports. All health and safety standards will be met. If there are issues that require repair and placing the unit "Out of Service", contractor will notify facilities contact immediately and provide quote and timeline for repair.

D. Repairs / Parts & Materials

After each maintenance service, a list of recommended repairs or additional services will be submitted to the Facilities Manager as a part of the service report for each unit. The Contractor will provide an estimate for such repairs to the Facility Manager within two (2) days of the service report. Pictures, descriptions, parts, and labor shall be required to be included with the repair estimates. All parts, components, or devices that are worn or not in proper operational condition shall be repaired or at the Department's option, replaced with new parts, components, or devices.

If the Department elects to purchase replacement parts from the Contractor, the Contractor shall charge the Department no more than ten percent (10%) above the Contractor's wholesale cost, plus tax, for replacement parts.

For the term of this Agreement, the Contractor shall provide, on an hourly basis, service repair to the HVAC Systems referenced on the Equipment List in Appendix A. The hourly rate for this service repair, for the base term of the Agreement, shall be specified and shall be invoiced based on time of arrival through departure in thirty (30) minute increments. When parts, components, or devices are replaced in their entirety and a new design is available and is functionally equivalent and compatible, the parts, components or device of the newer design shall be used as the replacements. Consumable materials such as filters and belts will be supplied by the Contractor at no additional cost to the Department and included in the hourly rate. Repair services will be during the departments work hours.

E. Contractor – Materials & Equipment

All instruments used to perform electrical protection testing shall meet International Electrical Testing Association (NETA) specifications for Test Instruments. Contractor shall provide padlocks that are compatible with the Department’s electrical lockout devices. Contractor shall provide electrical lockout devices and tags as required for protective devices downstream of the main breaker.

F. Work Hours, Overtime, & Suspension of Work

Work Hours

Scheduled PM services shall be performed during workdays and hours (Monday through Friday between 8:00 AM and 5:00 PM), and weekends or Department Holidays (if approved by the Facilities Manager). All work dates and times must be approved by the Facilities Manager before work is performed. Unscheduled repair services shall be performed Monday through Friday between 8:00 AM and 5:00 PM and after work hours, if necessary. If the Facilities Manger classifies the repair as an emergency, the service shall be performed on a mutually agreed time between the Contractor and the Facilities Manager. Straight time shall be paid for no more than eight (8) hours per day. The workday shall begin at the first work site and end at the last work site. Travel time, but not mileage, will be paid between sites.

For emergency work, Department will pay for travel time but not mileage to and from the place of business and between work site(s).

Overtime

Overtime is paid for working more than an eight (8) hour day, excluding time for meals, and work outside of straight time work hours. This includes Saturdays, Sundays, or Department Holidays. Overtime will only be paid for emergency or unscheduled repair services.

Suspension of Work

The Department will endeavor to provide at least a 12-hour advance notice for any suspension of the work. Should less than 12 hours of advance notice be provided, and the Contractor’s workers show up at the job site, the Department will pay two (2) hours for “show up time.” Should the Department suspend the work after the workday has begun, the Department will pay the actual time worked.

Special Provisions

The Department shall have the authority to suspend the work wholly or in part, for such period as may be deemed necessary, when work is being performed in unsuitable weather, or when any other conditions are considered unfavorable for the proper prosecution of the work. The Department shall also have authority to suspend the work wholly or in part because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract documents. The Contractor shall immediately comply with the order of the Department to suspend the work wholly or in part.

Work suspended wholly or in part shall be resumed by Contractor on order of the Department when conditions are favorable, and methods corrected. The Department may order the Contractor to suspend all or any part of the work for such period of time as may be determined by the District to be necessary or desirable for the convenience and benefit of the Department.

G. Emergency Services

The Contractor shall provide emergency services on an as-required basis. The emergency service shall be available on a 24-hour basis, weekends, and legal holidays included. The Contractor shall supply the Department with an after-hours emergency telephone number. The Contractor shall be capable of responding to an emergency within two (2) hours after notification for system problems by an authorized Department representative. All labor (both straight and overtime), travel costs, parts, supplies, and any other expenses incurred on an emergency service call shall be invoiced separately by the Contractor.

H. Service Performance

The Facilities Manager or Department representative shall immediately notify the Contractor of any service deficiencies including, but not limited to:

1. Delays in completing work
2. Failure to perform services according to schedule
3. Reporting incomplete or delayed
4. Substandard or non-compliant work

Deficiencies must be corrected by the Contractor within one (1) working day, or longer if agreed to in advance by the Department.

I. Work Locations and Access

The work shall be performed at the following Department Facilities;

1. Fire Station 84 – 2180 Francisco Dr. El Dorado Hills
2. Fire Department Headquarters / Fire Station 85 – 1050 Wilson Blvd., El Dorado Hills
3. Fire Station 86 – 3670 Bass Lake Rd., El Dorado Hills
4. Fire Station 87 – 4680 Golden Foothill Parkway, El Dorado Hills
5. Fire Station 91 – 7660 South Shingle Rd., Shingle Springs

All building doors are secured at work sites. Access to the sites will be scheduled with the Department for each day that the Contractor is working at the site. The Contractor shall always maintain unobstructed access on driveways at work sites. The Contractor may use, without cost, a reasonable area adjacent to the site of work for its operations. The location shall be approved in advance by the Department.

J. Technicians

Before work begins, the Contractor shall furnish the Department with a list of the assigned technicians. Technicians furnished by the Contractor shall be cooperative with Department staff, reliable, properly experienced, and efficient in planning and doing the work required. Assigned technicians shall maintain current & applicable licenses for the work performed under this Contract. All refrigerant handling will be done by trained and certified technicians in compliance with current E.P.A. regulations and C.F.C. laws. S.D.S. Sheets, Technicians will wear Appropriate PPE for the task, The Contractor will ensure that all OSHA standards are met.

K. References

If Bidder has not done business with the Department within the previous five (5) years, Bidder shall be required to provide three (3) local customer references (government or private industry) for contracts of similar scope and size completed within the last three (3) years. These customers may be contacted by the Department. Customer contact information must be submitted at the time the bid is provided.

L. Contract Term

Contract Requirements

Bidders acknowledge that the Agreement that will be entered into as a result of this Solicitation will be a Requirements Contract. The level of effort stated herein are estimates given as a general guide for bidding and are not guaranteed amounts, but do represent the best estimate of the Department, based on projected need.

Contract Term

The base term of the Contract shall be for a period of two (2) years, during which all prices shall remain firm. The Contract may be extended for an additional three (3), one-year option term(s), or any portion thereof, at the sole option and discretion of the Department. Should the Department exercise the option(s) to extend the Contract, labor rates may be adjusted at the beginning of each option year in accordance with the Consumer Price Index, San Francisco Bay Area, All Urban Consumers.

M. Equipment List

See Appendix A

SECTION FIVE: PROPOSAL PACKAGE REQUIREMENTS
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A. PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise, and responsive to the information requested. For proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one (1) original proposal and **two (2) additional copies of the proposal**. The original must be clearly marked “ORIGINAL.”

SECTION SIX: BID PROPOSAL PROCESS
--

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the El Dorado Hills Fire Department Administration Office, **NO LATER THAN November 29, 2022, by 2:00 p.m.**

Proposals are to be addressed as follows:

**Request for Quotes – HVAC Maintenance Service
El Dorado Hills Fire Department
Attn: Deputy Chief, Dustin Hall
1050 Wilson Blvd,
El Dorado Hills, CA 95762**

Proposer’s name and return address must also appear on the envelope.

Proposals will be received only at the address shown above and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. No e-mailed or facsimile proposals will be considered. The Administration Office time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER’S QUESTIONS

Questions regarding the Quote Proposals must be submitted exclusively in writing, either by email or United States Postal Service (USPS) to EDHFD by **November 22, 2022, by 2:00 p.m.** EDHFD will not respond to any questions submitted after this time. EDHFD will use an addendum to the Bid Proposal to post any questions received, along with written responses, on the EDHFD website, www.edhfire.com. **It is the responsibility of the proposers to check the EDHFD website to review the questions and responses.** Any oral responses to questions are not binding on EDHFD.

Questions should be addressed to:

Email: dhall@edhfire.com with the following information in the subject line:
HVAC Maintenance Service RFQ – Question

USPS: **El Dorado Hills Fire Department**
Attn: Deputy Chief, Dustin Hall
1050 Wilson Blvd
El Dorado Hills, CA 95762

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by EDHFD.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all the specifications, terms, and conditions of the Bid Proposal. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against EDHFD based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at EDHFD's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this Quote Proposal. If a proposal is not submitted in the format specified in this Quote Proposal, it may be rejected, unless EDHFD determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. EDHFD may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or EDHFD may waive such deficiency, whichever is most advantageous to EDHFD.

EDHFD cannot accept proposals from any individual who is currently employed with the EDHFD (California Government Code §29708).

E. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a vendor that best satisfies EDHFD's requirements. The following describes the evaluation process and associated components.

1. EVALUATION CRITERIA

Once proposals are received, they will be evaluated based on the overall skill, competence, price, value, and related criteria, including (without limitation) the following factors:

- The total price quoted for completing the work
- The ability to meet the minimum specifications required for the work

- The ability to obtain insurance coverage
- Possession of and ability to retain necessary equipment, tools, and staffing
- The completeness of the information requested and provided
- Expertise, qualifications, licenses, certifications, and directly related experience of staff and managers assigned to perform the work
- Prior track record with similar projects
- Ability and Commitment to perform the work in a timely manner and to promptly invoice SMC Fire for the work performed

2. AWARD

Award will be made to the qualified proposer whose proposal will be most advantageous to EDHFD, with price and availability to deliver product.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised EDHFD reserves the following prerogatives:

- To reject any or all proposals,
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and EDHFD is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

3. CONTRACTUAL FORMAT AND TERMS

A written agreement will be entered into by EDHFD and the selected Proposer. The form and terms of the written agreement shall be to the satisfaction of EDHFD and contingent upon approval by EDHFD, including insurance requirements to EDHFD's satisfaction. The failure of the selected proposer and EDHFD to agree to satisfactory terms in the written agreement shall deem the selected proposer to be non-compliant and EDHFD may award the contract for services to a different party or cancel or re-issue the Bid.

4. CONSTRUCTION OF PUBLIC WORKS PROJECTS

Consistent with California Labor Code section 1770 et seq., the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be performed under this Request for Bids. If awarded a contract, contractor will be required to be registered with the California Department of Industrial Relations and to comply with all labor laws, including prevailing wage requirements, such as paying persons employed on the project not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter

1, Article 2, sections 1770, 1773, 1773.1.” These documents may be obtained from the State of California.

5. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. El Dorado Hills Fire Department, its elected and appointed officials, employees, and agents are to be covered as additional insureds for both ongoing and completed operations. Coverage must be primary and non contributory. A waiver of subrogation is required.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. El Dorado Hills Fire Department, its elected and appointed officials, employees, and agents are to be covered as additional insureds. A waiver of subrogation is required.
- Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. A waiver of subrogation is required.
- Excess Liability: Limit no less than \$2,000,000 going over the General Liability, Automobile Liability and Employers Liability coverage.

The insurance policies shall conform to the Department’s standard requirements pertaining to deductibles, notices of cancellation, and related terms.

F. PROTEST/APPEAL PROCESS

The following procedure is provided in the event that a proposer wishes to protest the Quote Proposal process or appeal the recommendation to award a contract for Retrofit of Mobile Air Unit once the Notices of Award/Non-Award have been issued.

Any protest must be submitted in writing to:

**El Dorado Hills Fire Department
Attn: Deputy Chief, Dustin Hall
1050 Wilson Blvd.
El Dorado Hills, CA 95762**

The protest must be submitted before 2:00 p.m. of the fifth (5) business day following the date of the Notice of Award. The protest must contain a complete statement of the basis

for the protest. The protest must include the name, address, telephone number, and e-mail address of the person representing the protesting party. The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, EDHFD will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

G. PUBLIC RECORDS ACCESS

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that EDHFD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.



El Dorado Hills Fire Department

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

Maurice Johnson
Fire Chief

DATE: October 20, 2022

TO: Board of Directors

AGENDA ITEM: **Item XIV-K**

SUBJECT: El Dorado County Emergency Services Authority (JPA) Mechanic Service Agreement

TOPIC

Staff seeks Board approval to enter into an agreement for El Dorado Hills Fire Department to provide mechanic services to the El Dorado County Emergency Service Authority (JPA) on the ambulance units.

SUMMARY/DISCUSSION

El Dorado Hills Fire Department is one of four agencies that is in a contract with the El Dorado County Emergency Service Authority to provide staffing on one of its ambulances. Due to the high mileage and use of the JPA ambulance units, they require frequent maintenance and occasional repair work. The Department would like to offer use of its Fire Equipment Mechanic as an option to provide maintenance and repair services to the JPA on these ambulance units. This will help to ensure safe and working vehicles for EDH Fire personnel in an efficient and effective manner.

FISCAL IMPACT

The Department will invoice the JPA for every hour worked by EDH Fire Equipment Mechanic at a rate of \$125 per hour.

RECOMMENDATION

Staff respectfully recommends the Board approve the proposed service agreement with the El Dorado County Emergency Services Authority.

Submitted by:

Dustin Hall
Deputy Chief – Operations

Approved by:

Maurice Johnson
Fire Chief

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY (JPA)

SERVICE AGREEMENT

with

El Dorado Hills County Water District (El Dorado Hills Fire Department)

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, by and between El Dorado County Emergency Services Authority, hereinafter referred to as "JPA," and El Dorado Hills Fire Department, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the JPA has determined that it requires the services described herein, and for this purpose desires to contract with CONTRACTOR; and

WHEREAS, CONTRACTOR has represented to the JPA that CONTRACTOR possesses the necessary skills and qualifications required to perform the services;

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

AGREEMENT

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the services described in Attachment "A" entitled "Description of Project/Scope of Work" attached hereto and incorporated herein by this reference as is set forth in full.

It is understood by JPA and CONTRACTOR that it may be necessary, in connection with this agreement, for CONTRACTOR to perform or secure the performance of related services other than those set forth in Attachment "A". In such instance, CONTRACTOR shall advise JPA in advance and in writing, of the need for such additional services, the anticipated cost and the estimated time required to perform services (if appropriate). CONTRACTOR shall not proceed to perform any such additional service until JPA has determined that such service is beyond the scope of the basic services to be provided by CONTRACTOR, is required, and has given its written authorization to perform or obtain service. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consulting Service Number 1" and so forth, shall be subject to all provisions of this Agreement, and shall be attached to Attachment "A".

- JPA upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. CONTRACTOR shall, upon

receipt of said notice, determine the impact on both time and compensation of such changes in scope and notify JPA in writing. Upon agreement between JPA and CONTRACTOR as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by JPA and CONTRACTOR shall constitute the CONTRACTOR's notice to proceed with the changed scope, under all the same terms and conditions of this agreement, except as modified by the amendment.

2. **PAYMENT FOR SERVICES.** The JPA will be responsible for paying for all work performed on its ambulances. Payment for services will be based off the rates listed in Attachment "A".

CONTRACTOR shall submit invoice(s) to the JPA for compensation incurred from this agreement monthly. JPA shall pay to CONTRACTOR from such invoice(s) within thirty (30) days after receipt of the invoice. CONTRACTOR shall maintain complete and accurate accounting records, in a form in accordance with sound accounting practices, to substantiate the invoice hereunder. Such records shall include bills, invoices, and job summaries. CONTRACTOR shall retain such records for three-years from the date of invoice payment under this Agreement. JPA shall have access to such records for purposes of audit during normal business hours during the Term and during the period in which CONTRACTOR is required to maintain such records as herein provided.

3. **NOTICE TO PROCEED; PROGRESS; COMPLETION.** JPA shall provide CONTRACTOR with a notice to proceed as soon as the JPA desires the work to commence. Such notice may authorize CONTRACTOR to render all the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, JPA shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONTRACTOR shall diligently proceed with the work authorized and complete it within the agreed time period.

4. **TERM/TERMINATION**

The term of this Agreement shall commence upon execution of Agreement and shall be valid for a period of one (1) calendar year from the date of Agreement execution. This Agreement may be terminated earlier by either party with or without cause and for any or no reason upon thirty (30) days written notice to the other party. CONTRACTOR's and JPA's obligations under paragraphs six (6), ten (10) and eleven (11) as stated below shall survive the termination of this Agreement.

5. **RELATIONSHIP OF PARTIES**

- a. **STATUS.** It is the express intention of the Parties that CONTRACTOR is an independent contractor and not an employee, agent, or representative of the JPA. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee between the JPA and CONTRACTOR or between the JPA and any employee or agency of CONTRACTOR. Both Parties acknowledge that CONTRACTOR is not an

employee for state or federal tax purposes, and as such, JPA shall not withhold income or employment taxes from the compensation paid to CONTRACTOR under this Agreement.

- b. **OTHER SERVICE RECIPIENTS.** The JPA understands and acknowledges that CONTRACTOR retains the right to perform services for others during the term of this Agreement.
- c. **MATERIALS.** CONTRACTOR shall furnish all equipment that may be required to perform the services under this Agreement with the exception of items specifically listed under Attachment "A".
- d. **NO BENEFITS.** CONTRACTOR shall not have any claim under this Agreement or otherwise against JPA for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or unemployment benefits, or any other employee benefits.
- e. **ABSENCE OF JPA CONTROL OVER METHODS.** JPA shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform the work and functions called for under this Agreement. The sole interest of JPA is to ensure that the services are performed by the CONTRACTOR pursuant to this Agreement and are performed and rendered in a competent, professional, and satisfactory manner.
- f. **CONTROL AND PAYMENT OF SUBORDINATES.** The services provided under this Agreement shall be performed by CONTRACTOR or under CONTRACTOR's supervision. Any additional personnel assisting in performing services under this Agreement on behalf of CONTRACTOR shall always be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. CONTRACTOR shall be responsible for all reports and obligations with respect to such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers compensation insurance. CONTRACTOR shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of JPA. In no event shall CONTRACTOR subcontract for work in excess of the amounts shown in Attachment "A". Specialized services are those items not ordinarily furnished by a CONTRACTOR performing the particular type of study. All subcontracts shall be subject to the provisions contained in this contract between JPA and CONTRACTOR.
- g. **INDEMNITY.** In the event that CONTRACTOR's services, as provided under this Agreement, are found by any state or federal agency to be those of an employee rather than an independent contractor, CONTRACTOR shall indemnify JPA, its officers, officials, employees and agency, and hold them harmless for all damages, costs, and/or taxes imposed upon JPA pursuant to the Internal Revenue Code or other state or federal taxing laws, including, but not limited to, any penalties and interest which JPA may be assessed by such state or federal agency for failing to withhold, from the compensation paid to CONTRACTOR under this Agreement, any amount which may have been required to be withheld by law.

- 6. CONFIDENTIALITY.** JPA may need to disclose to CONTRACTOR certain confidential information. Except as specifically required by the duties under this Agreement, CONTRACTOR will not at any time or in any manner, either directly or indirectly, use of personal benefit of CONTRACTOR, divulge, disclose, lecture upon, disseminate, publish, or communicate in any manner any Confidential Information without JPA's prior written consent or as otherwise required by law. CONTRACTOR will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
- 7. ENTIRE AGREEMENT.** This Agreement represents the final agreement of the Parties and supersedes any and all agreements, either oral or written, between the Parties thereto with respect to the rendering of services by CONTRACTOR and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever.
- 8. NO ASSIGNMENT.** Neither this Agreement, nor any right, privilege or obligation of CONTRACTOR hereunder shall be assigned or transferred without the prior written consent of the JPA. Any attempt at assignment or transfer in violation of this provision shall, at the option of the JPA, be null and void and may be considered a material breach of this Agreement.
- 9. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10. INDEMNITY.** CONTRACTOR shall indemnify and hold harmless the JPA, its officers, employees, and agency, and each and every one of them, from and against all actions, damages, cost, liability, claims, losses, judgments, penalties and expense of every type and description, including but not limited to, any attorney's fees, litigation expenses, and costs reasonably incurred by JPA's staff attorneys or outside attorneys, including those incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any of all of them may be subjected, as a direct or indirect result of any act or omission of CONTRACTOR, its officers, employees, subconsultants, subcontractors or agency in connection with the performance or nonperformance of this Agreement, whether or not such liabilities are litigated, settled or reduced to judgment. CONTRACTOR shall, upon JPA's request, defend at CONTRACTOR's sole cost any action, claim or suit which asserts or alleges any such liabilities whether well founded or not and whether such action, claim or suit also asserts or alleges negligent or wrongful conduct by JPA, its officers, employees or agency. If a final decision or judgement allocated liability by determining that any portion of damages awarded is attributable solely to the JPA's active negligence or willful misconduct, JPA shall pay the portion of damages which is allocated to the JPA's active negligence or willful misconduct.

The CONTRACTOR's obligation to defend and indemnify shall not be excused because of the CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable to the claimant. The CONTRACTOR will respond within 30 days to the tender of any claim for defense and indemnity by the JPA, unless this time has been extended by the JPA. If the CONTRACTOR fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the CONTRACTOR under and by virtue of the contract as shall reasonably be considered necessary by the JPA, may be retained by the JPA until disposition has been made of the claim or suit for damages, or until the CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type to express or implied indemnity against the JPA and/or its authorized sub-contracting fire districts, its directors, officers, employees, or agents (excluding agents who are design professionals).

- 11. GENERAL INSURANCE REQUIREMENTS.** The CONTRACTOR shall provide proof of a policy of insurance satisfactory to the JPA and documentation evidencing that the CONTRACTOR maintains insurance that meets the following requirements:
- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees performing work under the Agreement as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractor's liability.
 - C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) is required in the event motor vehicles are used by the contractor in performance of the contract.
 - D. Explosion, Collapses and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

- A. Proof of coverage satisfactory to the JPA as evidence that the insurance required herein is being maintained shall be provided.
- B. The JPA, its member fire districts, and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that the JPA is named additional insured shall be made by providing the JPA with a certified copy, or other acceptable evidence, or an endorsement to insurance policy naming the JPA additional insured.

INSURANCE NOTIFICATION REQUIREMENTS:

- A. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to JPA.
- B. CONTRACTOR agrees that the insurance required herein shall be in effect at all times during the term of this Agreement and for a period of not less than two (2) years (for an occurrence policy) or three (3) years (for a claims made policy) after termination of this Agreement. In the event said insurance coverage expires at any time or times during the term during which insurance is required, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage. New certificates of insurance are subject to the approval of the JPA.

COMMENCEMENT OF PERFORMANCE: JPA shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.

MATERIAL BREACH: Failure of CONTRACTOR to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the JPA, its officers, agents, and employees for payment of any premiums or assessments under any policy issued by an insurance company.

12. COMPLIANCE WITH LAWS, RULES, REGULATIONS. All services performed by CONTRACTOR pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State, City or Local statutes, and any rules or regulations promulgated thereunder, as interpreted by the appropriate enforcement agency at the time of performance of this project.

13. EFFECT OF WAIVER. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

14. JURISDICTION. Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California and the County of El Dorado. Jurisdiction of litigation arising from this Agreement shall be in that State and County. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

15. RESPONSIBILITY OF MECHANIC. By executing this Agreement, CONTRACTOR warrants to JPA that it possesses, or will arrange to secure from others, all of the necessary licenses, certifications, experience, resources and facilities to provide to JPA the services contemplated under this Agreement.

16. NOTICES. Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit via email or via postage prepaid, in the United States Postal Service, addressed to the parties as follows:

a. To JPA: Brian Veerkamp
Executive Director
480 Locust Road
Diamond Springs, CA 95619
bveerkamp@edcjpa.org

b. To CONTRACTOR: _____

Nothing hereinabove shall prevent either JPA or CONTRACTOR from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

Signature: _____

Print Name: _____

Date: _____

CONTRACTOR NAME: _____

Signature: _____

Print Name: _____

Date: _____

Service Agreement
El Dorado Hills Fire Department
And
El Dorado County Emergency Services Authority (JPA)
Attachment "A"

Services:

- Preventative maintenance services of JPA ambulance fleet assigned to El Dorado Hills Fire Department.
 - Preventative maintenance (PM) consists of scheduled servicing, inspections, and vehicle repairs to prevent potential problems and maximize vehicle availability.
 - Preventative maintenance actions include vehicle inspection, lubrication, adjustment, cleaning, testing, repair, and/or worn parts replacement.
 - Preventative maintenance services will include but are not limited to:
 - Inspect and/or Replace Fluids: Engine Oil, Radiator Coolant, Brake Fluid, Power Steering Fluid, Transmission Fluid, Differential Fluid, Windshield Washer Fluid
 - Inspect and/or Replace Filters: Engine Air Filter, Cabin Air Filter, Oil Filter, Fuel Filter, Transmission Fluid Filter
 - Inspect and/or Replace Belts and Hoses: Alternator Belt, Air Conditioning Compressor belt, Drive Belt, Fan Belt, Brake Lines, Power Steering Hoses, Radiator Hoses
 - Engine Including Alternator, Battery, Catalytic Converter, Oxygen Sensors, Muffler, Spark Plugs, Timing Belt
 - Fuel System
 - Cooling System
 - Braking System Including Brake Pads, Rotors and Serpentine Belt
 - Inspect Engine and Transmission Mounts
 - Drive shafts or CV joints including CV axles, U joints, Suspension Brackets and Bushings, Shock Absorbers/Struts, Tie Rods
 - Tune-ups
 - Electrical System Components
 - Steering and Suspension System
 - Exhaust System (DEF System and After Treatment)
 - Undercarriage and Frame
 - Exterior and Interior Lights
 - Body, Glass, and Mirrors
 - Windshield Wiper System
 - Horn
 - Seatbelts and Seat Structures
 - Fluid Leaks
 - Auxiliary Systems
 - Engine and After Diagnostics
- Unscheduled breakdown maintenance and repair

Service Agreement
El Dorado Hills Fire Department
And
El Dorado County Emergency Services Authority (JPA)
Attachment "A"

Occasionally, work may need to be sent to another vendor. If work must be sent to another vendor, Jason Warden will work with JPA to coordinate and monitor work.

Parts and Fluids:

JPA shall be responsible for the costs of parts and fluids needed for vehicle usage and maintenance. Parts may also include, but not be limited to, materials to customize equipment upon request by JPA. Tire purchase, repair and/or replacement are the sole responsibility of JPA.

Cost:

Flat labor rate of \$ 125.00 per hour for services (includes port to port travel), one hour minimum. Hours will be reported monthly and available upon request.



Budget/Schedule Delay

Potential Budget/Schedule Delay

On Time/On Budget

MONTHLY PROGRESS REPORT No. 006

El Dorado Hills Fire Department

Project Name: EDHFTC

Period Ending: September 30, 2022



EL DORADO HILLS
FIRE DEPARTMENT
"Serving the Communities of El Dorado Hills, Rescue and Lasteria"

Scope:

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

Summary

Original Contract Amount: \$11,712,034.00

Contract Budget Status:

Original Contract Amount with Contingency and allowances;	\$11,712,034.00
Original Shared Contingency:	\$856,447.00
Original Shared Allowances:	\$150,000.00
Amount Billed to Date:	\$5,613,281.73
Retainage:	\$280,664.13

Remaining Balance Including Retainage:	\$6,379,416.40
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Percent of Construction Complete:	%47.93
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Remaining Contingency:	\$782,304.00
Remaining Allowances:	\$150,000.00

Progress This Period:

- Waterproof Building 1 & 2
- Backfill Building 1 & 2
- Place concrete for Buildings 1 & 2 Elevated Slab (Level 1)
- Place concrete for Trash Enclosure
- Install Manhole for 2-inch Sewer Bore

Anticipated Progress Next Period:

- Place concrete for Buildings 1 Elevated Slab (Level 2)
- Set CMU for Building 1 & 2 Elevated Slab (Level 1)
- Grade site for AB
- Install AB
- Start Site Concrete
- Perimeter Site Fence

Changes/Clarifications:

- RFI #100 thru 113.
- CB 008: Clarifications to paint locations and color selections at each building per ASK-006.
- CB 009: Clarification to the site grading along the north and east edges of the Project Area. Revisions to the extents of the decorative metal fencing versus chain link fencing along the west perimeter.

Progress Photos:



Photo taken on 09.29.22



Photo taken on 09.30.22

Issues:
- No Issues.

Project Team:

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



City of Yreka

701 Fourth Street • Yreka, CA 96097
(530) 841-2386 • FAX (530) 842-4836



August 16, 2022

Multi-Agency Support
Providers - McKinney Fire



Greetings from Yreka!

The City of Yreka wishes to express its heartfelt gratitude for the support numerous professionals, from a multitude of agencies, provided during the McKinney fire. This tragic and violent fire seriously impacted residents, the community, and government with some even losing their lives. We are also aware that some of your firefighters were injured in the line of duty. We wish them a full recovery! We want to thank and recognize the professionals who gave time, and extreme effort while risking their lives, and being away from their families, to help protect the City of Yreka during this raging fire.

The McKinney fire was a very tragic event being considered the deadliest wildfire in California in 2022, and the second most destructive of the year, thus far. Sadly, human lives perished, approximately 185 structures were destroyed, and 60,392 acres burned during this unforgiving wildfire. As you might imagine, this event rocked the core of who we are as a community. Your persistence in fighting this fire, and commitment to the greater good were determining factors in keeping our community safe and calm. The sacrifices and hard work of your fire and emergency response professionals/teams saved lives! Thank you for making a difference in the lives of City of Yreka residents and surrounding areas.

We offer our most sincere appreciation for your assistance when this community needed it most. We are forever indebted to all of you for your commitment, and persistence in fighting the McKinney fire.

With sincere gratitude,

Duane Kegg, Yreka Mayor for the City Council