



El Dorado County Emergency Services Authority

Finance Committee Meeting
Wednesday, April 2, 2014 1:00 p.m.
Diamond Springs Fire Station #49 – Conference Room

AGENDA

| | |
|--|------------------|
| 1. Call to Order | Keating |
| 2. Approval of Agenda | Keating |
| 3. Approval of Finance Meeting Minutes of March 10, 2014 | Keating |
| 4. Old Business 4.1. Discuss FY14/15 Budget Draft 4 4.2. Review and Approve Dispatch Cost Allocation 4.3. Miwok Contract Update 4.4. Discuss Rent and Utility Reimbursement Methodology 4.5. Review and Recommend Changes to Policies: Financial Transaction Reporting and Accountability & Reimbursement for Class 22 Expenses 4.6. Tactical Medic Program | Hackett |
| 5. New Business 5.1. Review Revenue and Expense statement (handout) 5.2. CAL FIRE Cooperative Fire Protection Agreement | Keating Tyler |
| 6. Adjournment | Keating |

Next Finance Committee regular meeting will be on May 7, 2014 at 13:00 hours.

*** Please park at the Fireman's Hall or the JPA parking lot as the Commercial Businesses need their parking available for customers ~ Thank you ***



El Dorado County Emergency Services Authority

Finance Committee Meeting

Monday, March 10, 2014 – 1:00 p.m.

DS/ED Fire Station #49, Classroom, 501 Main Street, Diamond Springs, CA

Minutes

Attendees:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rescue Fire, Chair , Chief Tom Keating | <input type="checkbox"/> Pioneer Fire, Chief Jack Daniels |
| <input checked="" type="checkbox"/> Cameron Park/CAL Fire, Vice Chair , DC Joe Tyler | <input checked="" type="checkbox"/> Alternate CP/CAL FIRE, BC Justin Sanders |
| <input checked="" type="checkbox"/> El Dorado Hills Fire, Chief Dave Roberts | <input checked="" type="checkbox"/> El Dorado County Fire, Chief Mike Hardy |
| <input checked="" type="checkbox"/> Georgetown Fire, Chief Greg Schwab | <input checked="" type="checkbox"/> El Dorado County Fire, Division Chief Tim Cordero |
| <input checked="" type="checkbox"/> Diamond Springs Fire, Chief Rob Combs | <input type="checkbox"/> Diamond Springs Fire, Assistant Chief Bryan Ransdell |
| <input type="checkbox"/> Diamond Springs Fire, Battalion Chief Ken Earle | <input checked="" type="checkbox"/> Garden Valley Fire, Chief Bill Dekker |
| <input type="checkbox"/> Mosquito Fire, Chief Tom Stuart | <input checked="" type="checkbox"/> JPA, Executive Director Marty Hackett |

Guests: none

1. Call to Order

Vice Chairman Tyler called the meeting to order at **13:01** hours.

2. Approval of Agenda

Motion to approve Agenda by Chief Combs, seconded by Chief Roberts and motion carries unanimously.

3. Approval of Finance Meeting Minutes of January 7, 2014:

Motion to approve Minutes by Chief Roberts, seconded by Chief Combs and motion carries unanimously.

4. Old Business

4.1. Discuss and Recommend FY14/15 Budget

- Includes Class 60 additional \$115K at recommendation of ambulance spec committee so we can get 3 rebuild ambulances due to high mileage on reserve ambulances.
- CSA7 5 year projection meeting held last month. They are still working with County Counsel on proposal concerning lump sum payment contract similar to SLT. Director Hackett sent another email requesting meeting in May concerning lump sum payment.
- *Preliminary* budget due to county this month per master contract.
- Admin fees correction will be made from \$130K to \$160K.

Motion by Chief Hardy to accept with those corrections and seconded by Chief Schwab.

Discussion:

- Chief Cordero indicated correction needed for EDCF from \$50K to \$80K cap for Class 40. This adjustment will include proportionate increase in 4461 Equipment Minor to \$4K.
- Chief Combs provided a copy of his preliminary budget. He spoke about capturing expenses for additional days of staffing for staffing up additional medic units for approved special event coverage.
- A special payroll code in timecards is used by some agencies. Telestaff or other timecard system can be used by the agencies to track those costs.
- Director Hackett indicated \$12K had been included in the 3002 Overtime budget to cover some of those costs.
- If an unusual event causes an agency to incur more OT than budgeted, they should send an email to the Director explaining the additional cost by event that caused the expense overage. We can submit budget amendment requests as warranted.

Chief Hardy **amended the motion** to include the aforementioned changes, seconded by Chief

Schwab and motion carries unanimously.

4.2. Miwok Contract Update

- Don Ashton, HNSA Director called Director Hackett on March 7 with a status on discussions with the tribe. They will be meeting with them in the coming week and will determine if all efforts have been exhausted. The County received a letter from the tribe that effective March 1 they would be using their own private ambulance.
- The Chiefs discussed what kind of adjustment we are going to make in operations to mitigate the loss of this revenue. They agreed private discussions directly with the tribe might be warranted. The tribe has already requested a meeting with Chief Hardy as EDCF already has the fire service contract with the Tribe. They have a working relationship they can leverage to get a dialogue started to determine the Tribes ambulance service needs.
- The JPA faces not only losing the \$ 580K but losing the revenue from the ambulance billing. Loss mitigation measures are warranted.

5. **New Business**

5.1. Review and Approve Dispatch Cost Allocation

- Director Hackett discussed the new allocation report provided by the ECC. Chief Sanders recommended a report modification as it appears to have some inaccuracies in the Public Service other category. Cameron Park Fire and the JPA will work with Captain Mitchell concerning the changes. Item deferred to next Finance Committee meeting.

5.2. Discuss Rent and Utility Reimbursement Methodology

- No common method used now. HNSA uses a Matrix which they shared with Director Hackett. Square footage usage divided by other programs/personnel/vehicles/office space/utilities sharing those costs. Or agree as a board how much each district gets. The Directors agreed to use three stations to determine an average: stations 88, 19 & 48. Those stations will provide historical averages to Director Hackett to bring those numbers back to the Finance Committee.

5.3. Review and Recommend Changes to Policies: Financial Transaction Reporting and Accountability and Reimbursement for Class 22 Expenses

- Policy updated to address findings from audit. Need consistency and to have the policy followed. Please review and provide your feedback to the Committee at the next meeting.

5.4. Review and Recommend Continued Contract with AirGas

- Director Hackett recommended the JPA piggyback on the state contract for continued services thru AirGas. Recommend to send to the JPA Board of Directors for approval.

5.5. FTO Designation-Stipend Discussion and Recommendation

- The reimbursement aspect being evaluated as it is not consistently handled across agencies and as written. JPA has contracts with academies and some private companies and they provide Certification of Liability. Some collect funds as indicated in the policy that goes to the JPA and then upon completion is returned from the JPA to the agency. Proposed change would have the individual districts contract directly with the academies, schools with no JPA involvement in the funds record keeping. The agency must still provide notice of the FTO designation to the JPA and the EMSA of the internship. Recommendation of this Committee to modify the policy accordingly and bring it to the JPA Board of Directors for approval.

5.6. Tactical Medic Program

- Chief Cordero indicated EDCF had entered into program with EDSO a couple of years ago but due to budget cuts that program was suspended. EDSO is now willing to pay for 50% of OT cost of that training which would be \$7-8K for two individuals. Discussion of incurring an expense for law enforcement associated costs during these fiscal times when the Sheriff could possibly fund the entire cost. Chief Cordero indicated considerable concession with the Firefighter's Union with vacation and sick leave accrual resulting in approximately \$125K savings. The Chiefs discussed the advantage of the extra skill set and benefit of improved communication with direct link to EDSO. Recommendation to move to old business to bring back to next meeting.

Chief Cordero will bring a copy of EDCF MOU to next Finance Committee meeting.

6. Adjournment

*A motion to adjourn the meeting at **2:45** hours was made by Chief Roberts seconded by Chief Hardy and motion carries unanimously.*

Minutes taken by Rita Gonzales, JPA

| JPA PRELIMINARY BUDGET - Fiscal Year 2014/2015 | | | | | | | DRAFT 4 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|-----------------------|------------------------|
| Class 30: Wages/Benefits | JPA FY 14/15 Admin | El Dorado County Fire | Diamond Springs Fire | Georgetown Fire | Cameron Park Fire | El Dorado Hills Fire | TOTAL |
| 3000 Reg. Employees | 130,000.00 | 1,937,173.00 | 1,000,000.00 | 986,880.34 | 962,675.00 | 1,000,000.00 | \$ 6,016,728.34 |
| 3001 Extra Help | - | - | - | - | - | - | \$ - |
| 3002 Overtime | 12,000.00 | 400,000.00 | - | - | - | - | \$ 412,000.00 |
| 3004 Other Comp | 1,566.00 | - | - | - | - | - | \$ 1,566.00 |
| 3020 Retirement | - | 740,703.00 | - | - | - | - | \$ 740,703.00 |
| 3021 Social Security | 9,000.00 | 500.00 | - | - | - | - | \$ 9,500.00 |
| 3022 Medicare | 2,000.00 | 38,000.00 | - | - | - | - | \$ 40,000.00 |
| 3040 Health Ins. | - | 480,403.00 | - | - | - | - | \$ 480,403.00 |
| 3041 Fed. Unempl. | - | - | - | - | - | - | \$ - |
| 3042 Disability Ins. | - | 7,800.00 | - | - | - | - | \$ 7,800.00 |
| 3043 Deferred Comp. | - | - | - | - | - | - | \$ - |
| 3044 Vision Insurance | - | 7,500.00 | - | - | - | - | \$ 7,500.00 |
| 3046 Retiree Health | 407,552.00 | 174,098.00 | - | - | - | - | \$ 581,650.00 |
| 3060 Workers' Comp | 1,400.00 | - | - | - | - | - | \$ 1,400.00 |
| 3080 Life/Flexible Benefits | - | - | - | - | - | - | \$ - |
| CLASS 30: TOTALS | \$563,518.00 | \$3,786,177.00 | \$1,000,000.00 | \$986,880.34 | \$962,675.00 | \$1,000,000.00 | \$8,299,250.34 |
| Class 40: Serv/Supplies | JPA Admin | El Dorado County Fire | Diamond Springs Fire | Georgetown Fire | Cameron Park Fire | El Dorado Hills Fire | TOTAL |
| 4020 Clothing | - | - | - | - | - | - | \$ - |
| 4021 Fire Turnouts | - | 15,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | \$ 31,000.00 |
| 4022 Uniforms | - | - | 3,150.00 | - | - | - | \$ 3,150.00 |
| 4040 Communications | 1,000,000.00 | - | - | - | - | - | \$ 1,000,000.00 |
| 4060 Inservice Food | - | 500.00 | - | - | - | - | \$ 500.00 |
| 4080 Household Exp. | 100.00 | 6,100.00 | 1,600.00 | 1,600.00 | 1,600.00 | 1,600.00 | \$ 12,600.00 |
| 4085 Refuse Disposal | - | - | 1,026.00 | - | - | - | \$ 1,026.00 |
| 4087 Extermination | - | - | 300.00 | - | - | - | \$ 300.00 |
| 4100 Insurance | 30,000.00 | - | - | - | - | - | \$ 30,000.00 |
| 4140 Maint: Equip. | 20,000.00 | - | - | - | - | - | \$ 20,000.00 |
| 4141 Maint: Office Equip | - | - | 250.00 | - | - | - | \$ 250.00 |
| 4142 Maint: Radio | 10,000.00 | - | - | - | - | - | \$ 10,000.00 |
| 4145 Maint: Equip. Prts | - | - | - | - | - | - | \$ - |
| 4160 Vehicle Maint | 100,000.00 | - | - | - | - | - | \$ 100,000.00 |
| 4162 Veh Maint:Sup | 15,000.00 | - | - | - | - | - | \$ 15,000.00 |
| 4164 Veh Maint: Tires | 20,000.00 | - | - | - | - | - | \$ 20,000.00 |
| 4165 Veh Maint: Oils | 3,000.00 | - | - | - | - | - | \$ 3,000.00 |
| 4180 Maint: Bldg/Imp | 600.00 | - | - | - | - | - | \$ 600.00 |
| 4182 Structures Maint | - | - | 3,000.00 | - | - | - | \$ 3,000.00 |
| 4197 Maint. Bldg Supplies | 200.00 | - | - | - | - | - | \$ 200.00 |
| 4200 Medical Supplies | 440,000.00 | - | - | - | - | - | \$ 440,000.00 |
| 4220 Memberships | - | - | 450.00 | - | - | - | \$ 450.00 |
| 4240 Misc. Expense | - | - | - | - | - | - | \$ - |
| 4260 Office Expense | 4,000.00 | 4,000.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | \$ 14,000.00 |
| 4261 Postage | 900.00 | - | - | - | - | - | \$ 900.00 |
| 4263 Subscriptions | - | - | 150.00 | - | - | - | \$ 150.00 |
| 4266 Printing | 150.00 | - | - | - | - | - | \$ 150.00 |
| 4300 Professional Serv | 20,000.00 | 1,500.00 | - | - | - | - | \$ 21,500.00 |
| 4304 Admin Fees | 160,000.00 | - | - | - | - | - | \$ 160,000.00 |
| 4308 External Data Svcs | 60.00 | - | - | - | - | - | \$ 60.00 |
| 4324 Medical | - | - | 1,500.00 | - | - | - | \$ 1,500.00 |
| 4400 Publicat/Legal | 400.00 | - | - | - | - | - | \$ 400.00 |
| 4420 Rent/Lease/Equip | 3,100.00 | - | - | - | - | - | \$ 3,100.00 |
| 4440 Rent/Lease/Bldg | 13,200.00 | - | - | - | - | - | \$ 13,200.00 |
| 4460 Equip: Sm Tool | - | - | 750.00 | - | - | - | \$ 750.00 |
| 4461 Equipment: Minor | 5,000.00 | 3,200.00 | 1,200.00 | 1,000.00 | 1,000.00 | 500.00 | \$ 11,900.00 |
| 4462 Equip: Computers | 3,500.00 | - | 1,000.00 | - | - | 800.00 | \$ 5,300.00 |
| 4500 Special Dept Exp | 5,000.00 | - | - | - | - | - | \$ 5,000.00 |
| 4502 Educ Materials | - | - | 500.00 | - | - | - | \$ 500.00 |
| 4503 Staff Development(1099) | - | - | - | - | - | - | \$ - |
| 4540 Staff Development | 32,000.00 | 19,200.00 | 4,500.00 | 3,600.00 | 3,600.00 | 3,600.00 | \$ 66,500.00 |
| 4600 Transport/Travel | - | 500.00 | 1,500.00 | 500.00 | 500.00 | 500.00 | \$ 3,500.00 |
| 4602 Mile Emp Prv Auto | 400.00 | - | - | - | - | - | \$ 400.00 |
| 4606 Fuel Purchases | 182,000.00 | - | - | - | - | - | \$ 182,000.00 |
| 4620 Utilities | 2,500.00 | 30,000.00 | 8,600.00 | 7,800.00 | 7,800.00 | 7,500.00 | \$ 64,200.00 |
| CLASS 40: SUBTOTALS | \$2,071,110.00 | \$80,000.00 | \$34,976.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$2,246,086.00 |
| Class 60: Fixed Assets | JPA Admin | El Dorado County Fire | Diamond Springs Fire | Georgetown Fire | Cameron Park Fire | El Dorado Hills Fire | TOTAL |
| 6040 Fixed Assets | 360,000.00 | - | - | - | - | - | \$ 360,000.00 |
| Class 60 Total | \$360,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$360,000.00 |
| Budget Totals | JPA Admin | El Dorado County Fire | Diamond Springs Fire | Georgetown Fire | Cameron Park Fire | El Dorado Hills Fire | TOTAL |
| Class 30: Wages/Benefits | \$563,518.00 | \$3,786,177.00 | 1,000,000.00 | 986,880.34 | 962,675.00 | 1,000,000.00 | \$8,299,250.34 |
| Class 40: Serv/Supplies | 2,071,110.00 | 80,000.00 | 34,976.00 | 20,000.00 | 20,000.00 | 20,000.00 | \$2,246,086.00 |
| Class 60: Fixed Assets | 360,000.00 | - | - | - | - | - | \$360,000.00 |
| Class 70: Resid.Eqy.Trsf. | - | - | - | - | - | - | \$ - |
| Totals | \$2,994,628.00 | \$3,866,177.00 | \$1,034,976.00 | \$1,006,880.34 | \$982,675.00 | \$1,020,000.00 | \$10,905,336.34 |

Purple items-JPA processed for cumulative expense item.

| El Dorado County JPA - Non-Provider Budget Allocation | |
|--|---------------------|
| Non-Provider Districts | 2014-15 Budget |
| Garden Valley - 878000 | |
| 4200 Medical | \$ 5,500.00 |
| 4540 Staff Development | \$ 2,000.00 |
| Total | \$ 7,500.00 |
| Latrobe - 879000 | |
| 4200 Medical | \$ 3,000.00 |
| 4540 Staff Development | \$ 2,000.00 |
| Total | \$ 5,000.00 |
| Mosquito - 879100 | |
| 4200 Medical | \$ 3,000.00 |
| 4540 Staff Development | \$ 2,000.00 |
| Total | \$ 5,000.00 |
| Pioneer - 879200 | |
| 4200 Medical | \$ 5,500.00 |
| 4540 Staff Development | \$ 2,000.00 |
| Total | \$ 7,500.00 |
| Rescue - 879300 | |
| 4200 Medical | \$ 5,500.00 |
| 4540 Staff Development | \$ 2,000.00 |
| Total | \$ 7,500.00 |
| CAL FIRE - 879400 | |
| 4200 Medical | \$ 5,500.00 |
| 4540 Staff Development | \$ 2,000.00 |
| Total | \$ 7,500.00 |
| Non-Provider Districts Totals | 2014-15 Budget |
| 4200 Medical | \$ 28,000.00 |
| 4540 Staff Development | \$ 12,000.00 |
| Grand Total | \$ 40,000.00 |

JPA PRELIMINARY BUDGET - Fiscal Year 2014/2015

| Class 30: Wages/Benefits | JPA FY 13/14 Admin | El Dorado County Fire | Diamond Springs Fire | Georgetown Fire | Cameron Park Fire | El Dorado Hills Fire | TOTAL | Notes |
|-----------------------------|-----------------------|--------------------------|-------------------------|--------------------|----------------------|-------------------------|---------------|----------------------|
| 3046 Retiree Health | \$ 407,552.00 | \$ 217,552.00 | \$ 65,000.00 | \$ 60,000.00 | \$ - | \$ 65,000.00 | \$ 407,552.00 | |
| 4304 Admin Fees | \$ 160,000.00 | \$ 80,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 320,000.00 | 20K per ambulance |
| 6040 Fixed Assets | \$ 360,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 360,000.00 | 3 rebuild ambulances |



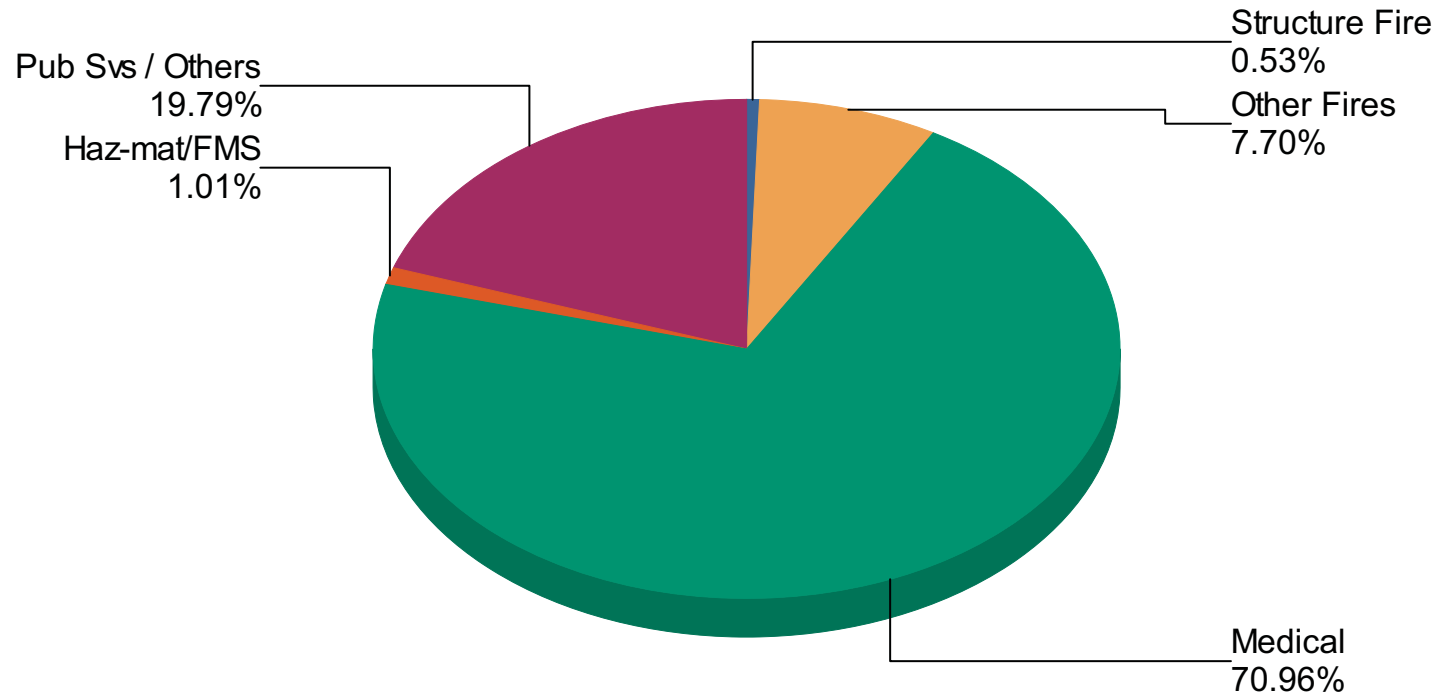
EL DORADO COUNTY JPA REPORT 07/01/2013 to 09/30/2013

| | Structure Fires | Other Fires | Haz-Mat / FMS | Pub / Svc Other | Total |
|--------------|-----------------|--------------|---------------|-----------------|--------------|
| CACAM | 2 | 30 | 4 | 57 | 93 |
| CADSP | 4 | 32 | 4 | 66 | 106 |
| CAECF | 10 | 161 | 23 | 438 | 632 |
| CAEDH | 5 | 62 | 10 | 139 | 216 |
| CAGEO | 0 | 2 | 1 | 40 | 43 |
| CAGRV | 1 | 14 | 2 | 18 | 35 |
| CALTB | 0 | 2 | 0 | 8 | 10 |
| CAMQT | 0 | 1 | 0 | 11 | 12 |
| CAPIO | 1 | 24 | 0 | 65 | 90 |
| CARES | 0 | 6 | 0 | 16 | 22 |
| Total | 23 | 334 | 44 | 858 | 1,259 |
| | Medical | Total | | | |
| JPA - ELD | 3,076 | 3,076 | | | |



EL DORADO COUNTY JPA REPORT 07/01/2013 to 09/30/2013

3/28/2014





El Dorado County Emergency Services Authority

Policy Subject Matter: **Reimbursement for Class 22 Expenses**
Review Date:
Revision Date:
Creation Date: **07.01.98**

I. Policy:

1. The JPA shall make reasonable efforts to establish and maintain a list of approved vendors based on the quality of service and competitive pricing. Should it be necessary to utilize a vendor not on the approved JPA list, every effort should be made to obtain approval of the JPA Executive Director prior to incurring the expense.
2. To ensure prompt payment of Class 22 expenses for services or products obtained from JPA approved vendors, a fire district and/or authorized individual shall:
 - A. Approve and authorize the expenditure by stamping, dating, and initialing the purchase record, bill, or receipt.
 - B. Provide adequate information in order to identify the purpose and nature of the expense and the district and/or medic unit that incurred the expense.
 - C. Retain adequate records of requests for payment as required by individual district policy/procedures.
 - D. Forward approved/authorized requests in a timely manner to the JPA administrative office for processing. Failure to submit requests within sixty (60) days of receipt may result in denial of payment or reimbursement.
3. In the event of an urgent situation or when a District Fire Chief determines that it is in the best interest of public service, a vendor not previously approved may be utilized for JPA purchases or related services. In this event, the Fire District shall:
 - A. Authorize and make payment directly to the vendor
 - B. Provide adequate information in order to identify the purpose and nature of the expense and rationale for utilizing non-approved vendor.
 - C. Submit a copy of the purchase and payment record and all supporting documentation to the JPA administrative office along with a request for reimbursement.

4. IV. All Class 22 expense requests shall be approved by the JPA Executive Director prior payment and/or reimbursement. Expenses shall be monitored and a monthly summary shall be submitted to the JPA Board of Directors for their review and approval.

II. Purpose:

The purpose of this policy is to describe the process for the submission and payment/reimbursement for budgeted Class 22 expenses.



Marty Hackett
Executive Director



**El Dorado County
Emergency Services Authority**

SAMPLE

**REQUEST FOR PAYMENT
(WITH NO INVOICE)**

| | |
|----------------------|--|
| Vendor | |
| Date Ordered | |
| Purpose | |
| Expected Cost | |
| Authorized By | |

| JPA BILL AUTHORIZATION | |
|--------------------------------|------------------|
| Date | Medic Unit # |
| District Signature Authorizing | Budget Line Item |
| JPA Exec. Dir. Signature | Date Paid |



El Dorado County Emergency Services Authority

Policy Subject Matter: **Financial Transaction Reporting and Accountability**

Review Date:

Revision Date:

Creation Date:

I. Policy:

All financial transactions shall contain detailed information that is accurately documented and processed through a multi-tiered review and approval process that will result in clear and verifiable accountability for ambulance expenditures and reimbursements.

II. Purpose:

To establish procedures that the JPA and its contracting fire agencies shall follow to insure ambulance expenditures and reimbursements are thoroughly examined, correctly documented and reviewed for accurate financial transactions to be achieved.

III. Procedure:

A. JPA contracting fire agencies shall maintain a financial transaction system that includes:

1. Instructions for the accurate documentation of employee straight-time and overtime and its justification on time cards.
2. Supervisor and management review and approvals of time cards.
3. Accurate payroll tracking, coding, accounting and billing of employee wages, operating expenses and JPA reimbursement requests.
4. Management oversight of expenditures for purchases of goods and services and include on all backup documentation the JPA "Bill Authorization" stamp with authorized signatures accounting procedures for internal auditing controls.
5. Retain records in file as required per JPA policy Records Maintenance and produce those records when requested by the JPA and/or an auditor hired by the County.
6. Unless otherwise authorized to bill on a quarterly basis, requests for reimbursement from the JPA must be received by the JPA within sixty (60) days of the goods and services being received. The JPA reserves the right to decline reimbursements not received in the sixty (60) day period and/or when received after the closing of a fiscal year.

B. In July of each new fiscal year (FY), JPA contracting fire agencies shall report to the JPA executive director:

1. The names of the firefighter-paramedics who will be staffing the ambulance(s).
2. The salary and benefit package costs for a total straight-time hourly rate as well as a total overtime rate of pay for the named employees they will be seeking to have reimbursed for services rendered.

3. Anticipated raises, step increases and added benefit package costs that are to occur over the course of the FY shall also be included in the report.

When seeking reimbursement for training courses, contracting fire agencies shall provide the JPA executive director with the name(s) of the firefighter-paramedics/EMTs who received the training, the employee's over-time rate of pay, and copies of their course completion certificates.

- C. Contracting fire agencies shall notify the JPA executive director within ten (10) working days when an employee/ambulance assignment change occurs. Information listed in (III. B.) will be reported for newly assigned employees.
- D. When it becomes evident that a firefighter-paramedic/EMT assigned to an ambulance will be on-leave from work for a period of time greater than sixty (60) days, the contracting fire agency shall have ten (10) working days to notify the JPA executive director.
- E. ~~With each payroll period, contracting fire agencies shall provide the JPA with a report that includes the following specific information:~~
 - ~~1. Straight time hours each employee worked on an ambulance.~~
 - ~~2. Absences (vacation, sick call, training, on-duty injury, court, military leave and etc.) taken by each employee that resulted in overtime for ambulance staffing.~~
 - ~~3. Number of vacant (Open Positions) that resulted in overtime.~~
 - ~~4. Overtime hours each employee worked to cover absences and vacant positions.~~
 - ~~5. Ambulance overtime hours each employee worked to cover planned and non-planned events such as: special community events, large-scale emergencies, ambulance mutual aid requests, late calls, and etc. (Note: The report will include a brief description of the event(s) causing the overtime).~~
- F. Contracting fire agencies purchasing uniforms and protective garments and equipment shall identify the name of the firefighter-paramedic/EMT who will be receiving the items.
- G. The JPA staff shall periodically review submitted provider agency all-submitted payroll reports to ensure~~insure~~:
 1. Compliance with JPA policies and contractual agreements with the County of El Dorado and contracting fire districts.
 2. Straight-time and overtime hours and absences are accurately documented and calculated for what is owed to staff ambulances.
 3. Overtime hours worked by employees are appropriate for maintaining ambulance operations.
 4. Supplies, equipment and services are accurately documented and calculated for what is owed to operate the ambulances.
- H. When errors are found, JPA staff and its contracting fire agencies shall without delay make mutual notifications, correct the error and implement procedures so a reoccurrence can be prevented.

- I. JPA Staff and its contracting fire agencies shall aid the County of El Dorado with its annual audit of the JPA, and provide all legally allowed and applicable financial data requested.



Marty Hackett
Executive Director

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2014

| | |
|----------------------|-----------------|
| AGREEMENT NUMBER | 2CA02410 |
| REGISTRATION NUMBER: | |

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

El Dorado County Emergency Services Authority

2. The term of this Agreement is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 3,311,326.00
Three million, three hundred eleven thousand, three hundred twenty six dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | | |
|---|---|-------|
| Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A | 5 | pages |
| Exhibit B – Budget Detail and Payment Provisions | 2 | pages |
| Exhibit C – General Terms and Conditions | 6 | pages |
| Exhibit D – Additional Provisions | 6 | pages |
| Exhibit E – Description of Other Services | 1 | pages |

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



| | | |
|---|---------------------------|---|
| LOCAL AGENCY | | <i>California Department of General Services Use Only</i> |
| LOCAL AGENCY'S NAME El Dorado County Emergency Services Authority | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Dave Roberts, Chairperson of Board | | |
| ADDRESS 480 Locust Road Diamond Springs, CA 95619 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME California Department of Forestry and Fire Protection | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety | | |
| ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460 | | |

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

| | | | |
|----------------------|-----------------------|---------------|---|
| CAL FIRE Unit Chief: | Amador El Dorado Unit | Local Agency: | El Dorado County Emergency Services Authority |
| Name: | Michael L. Kaslin | Name: | JPA Executive Director |
| Phone: | (530) 644-2345 | Phone: | (530) 642-0622 |
| Fax: | (530) 647-5276 | Fax: | (530) 642-0628 |

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

| | | | |
|----------------------|--|---------------|---|
| CAL FIRE Unit Chief: | Michael L. Kaslin | Local Agency: | El Dorado County Emergency Services Authority |
| Section/Unit: | Amador El Dorado | Section/Unit: | |
| Attention: | Christopher J. Anthony | Attention: | JPA Executive Director |
| Address: | 2840 Mt. Danaher Rd. Camino, CA 95709 | Address: | 480 Locust Road Diamond Springs, CA 95619 |
| Phone: | (530) 644-2345 | Phone: | (530) 642-0622 |
| Fax: | (530) 647-5276 | Fax: | (530) 642-0628 |

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-P.O.S.T. (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A

**FISCAL DISPLAY
PRC 4142**

NAME OF LOCAL AGENCY: El Dorado County Emergency Services Authority

INDEX 2700

PCA 27760/27761

This is Attachment A of Cooperative Agreement originally dated July 1, 2014, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

X Original

___ Amendment for Fiscal Year 2014-2015

| | | Administrative Charge | Total |
|----------------------------------|--------------------|-----------------------|--------------------|
| | | 11.97% | |
| TOTAL SCHEDULE A - 4142 FY 14-15 | \$930,342 | \$111,362 | \$1,041,704 |
| TOTAL SCHEDULE A - 4142 FY 15-16 | \$976,859 | \$116,930 | \$1,093,789 |
| TOTAL SCHEDULE A - 4142 FY 16-17 | \$1,025,702 | \$122,777 | \$1,148,479 |
| | | | |
| TOTAL SCHEDULE A- 4144 FY 14-15 | \$7,749 | \$928 | \$8,677 |
| TOTAL SCHEDULE A - 4144 FY 15-16 | \$8,137 | \$974 | \$9,111 |
| TOTAL SCHEDULE A - 4144 FY 16-17 | \$8,543 | \$1,023 | \$9,566 |
| | | | |
| CONTRACT TOTAL | \$2,957,332 | \$ 353,994 | \$3,311,326 |

**EXHIBIT D, SCHEDULE A
 FISCAL DISPLAY
 PRC 4142**

NAME OF LOCAL AGENCY: El Dorado County Regional Emergency Services Operations Authority

INDEX 2700

PCA 27760

This is Attachment A of Cooperative Agreement originally dated July 1, 2014, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

X Original

___ Amendment for Fiscal Year 2014-2015

PERSONAL SERVICES

| Command/Support No. Class | Mos. | Rate | Total Salary | Benefits | TOTAL |
|--------------------------------|--------|---------|------------------|------------------|------------------|
| Safety | | | | 56.83% | |
| 8.5 Communications Operator | 12 | \$4,699 | \$479,298 | \$272,385 | \$751,683 |
| Night Differential | | | | 56.83% | |
| 3 Communications Operator | 12 | \$180 | \$6,480 | \$3,683 | \$10,163 |
| Holiday Overtime | | | \$24,000 | \$348 | \$24,348 |
| Unplanned Overtime | | | \$52,000 | \$754 | \$52,754 |
| Temporary Help | | | \$3,000 | 70.09% | \$5,103 |
| Subtotal Misc. | | | \$564,778 | \$279,273 | \$844,051 |
| POFF | | | | 70.09% | |
| 0.5 CAPTAIN | Salary | 12 | \$4,609 | \$19,383 | \$47,037 |
| 0.5 CAPTAIN | EDWC | 12 | \$2,550 | \$5,098 | \$20,398 |
| Subtotal Safety | | | \$42,954 | \$24,481 | \$67,435 |
| TOTAL PERSONAL SERVICES | | | \$607,732 | \$303,754 | \$911,486 |

OPERATING EXPENSE

| | | | | | |
|-------------------------|------------|---------|---------|---------|---------|
| Training/Misc | | | \$7,400 | | \$7,400 |
| Travel | | | \$3,000 | | \$3,000 |
| Uniforms | | | | 0.00% | |
| Communications Operator | 8.5 | Wearers | \$450 | \$0 | \$3,825 |
| CAPTAIN | 0.5 | Wearers | \$830 | \$415 | \$551 |
| Utilities | Camino ECC | 12 | \$90 | \$1,080 | \$1,080 |
| Communications | | | | | |
| CAD Maintenance | | | \$3,000 | | \$3,000 |

TOTAL OPERATING **\$18,856**

TOTAL PERSONAL SERVICES & OPERATING **\$930,342**

ADMINISTRATIVE CHARGE **11.97% \$111,362**

TOTAL SCHEDULE A - 4142 FY 14-15 **\$1,041,704**

TOTAL SCHEDULE A - 4142 FY 15-16 **\$1,093,789**

TOTAL SCHEDULE A - 4142 FY 16-17 **\$1,148,479**

TOTAL SCHEDULE A - 4142 TERM **\$3,283,972**

EXHIBIT D, SCHEDULE A

**FISCAL DISPLAY
PRC 4144**

NAME OF LOCAL AGENCY: El Dorado County Regional Emergency Services Operations Authority

INDEX 2700

PCA 27761

This is Attachment A of Cooperative Agreement originally dated July 1, 2014, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

X Original

_____ Amendment for Fiscal Year 2013-2014

PERSONNEL SERVICES

| No. Class | Months | Rate | Total | Benefits | Total |
|-----------|--------|---------|---------|--------------|---------|
| 1 BC | 7 | \$1,107 | \$7,749 | 0.00% \$0 | \$7,749 |

TOTAL PERSONNEL SERVICES \$7,749

TOTAL SCHEDULE A - 4144 \$7,749

ADMINISTRATIVE CHARGE 11.97% \$928

TOTAL SCHEDULE A- 4144 FY 14-15 \$8,677

TOTAL SCHEDULE A - 4144 FY 15-16 \$9,111

TOTAL SCHEDULE A - 4144 FY 16-17 \$9,566

TOTAL SCHEDULE A - 4144 TERM \$27,354

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY El Dorado County Emergency Services Authority

This is Schedule B of Cooperative Agreement originally dated July 1, 2014, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2014-2015

Original Amendment for Fiscal Year 201__ Not Applicable

Administration

| | |
|--------------------------------------|-----------------------------------|
| 1 Unit Chief | 3.5 Fire Captains ECC |
| 1 Deputy Chief | 2 Fire Captains Prevention |
| 1 Division Chief Administration | 1 Fire Captain Prefire Management |
| 2 Division Chiefs Operations | 1 Fire Prevention Specialist |
| 1 Division Chief Pre Fire Management | 2 Office Technicians |
| 1 Division Chief Lake Tahoe Basin | 0.5 Communication Operator |
| 1 Forestry Equipment Manager | 1 Personnel Services Specialist |
| 8 Battalion Chiefs Fire Control | 3 Heavy Equipment Mechanics |
| 1 Battalion Chief Training | 3 Foresters |
| 1 Battalion Chief Prevention | 1 Forestry Logistics Officer |
| 1 Battalion Chief ECC | |
| 2 Office Technicians Camps | |

Field Operations (Fire Season)

| | | |
|-------------------|-----------|---------|
| Pilot Hill FFS | 2 Engines | |
| Garden Valley FFS | 2 Engines | |
| Camino FFS | 1 Engine | |
| El Dorado FFS | 2 Engines | 1 Dozer |
| River Pines FFS | 1 Engine | |
| Sutter Hill FFS | 2 Engines | 1 Dozer |
| Pine Grove FFS | 2 Engines | |
| Dew Drop FFS | 1 Engine | |
| Lake Tahoe FFS | 1 Engine | |
| Growlersburg Camp | 5 Crews | |
| Pine Grove Camp | 4 Crews | |

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

1. El Dorado County Emergency Services Authority to be invoiced 100% of ECC Fire Captain unplanned overtime from November 1st through April 30th of each fiscal year. CAL FIRE will be responsible for 100% of ECC Fire Captain unplanned overtime from July 1st through October 31st and May 1st through June 30th of each fiscal year.