

Ebbetts Pass Fire District



BOARD OF DIRECTORS NOTICE OF REGULAR MEETING

Via teleconference webinar
Tuesday, 9:00 a.m., May 19, 2020

In compliance with recently issued guidelines from the State of California and other governing agencies, and in order to aid in keeping the public safe, Ebbetts Pass Fire District (EPFD) will be conducting our Board Meeting via teleconference until further notice.

To access the meeting please visit zoom.us website and enter Meeting ID: 911-1215-1533 with password: 316638. If you need assistance in accessing this information, please email epfd@epfd.org or call the EPFD office at 209-795-1646, Monday through Friday, 8:00 am to 5:00 pm.

If you would like to comment on any item on our Agenda or an item not on the Agenda, please submit those in writing to our office at PO Box 66, 1037 Blagen Road, Arnold CA 95223 or via email at epfd@epfd.org at least 24 hours before the meeting. You may also submit comments via the "Chat" function available during the teleconference online.

MEMBERS OF THE BOARD

Mike Barr, President Denny Clemens, Secretary
Jon Dashner J. Scott McKinney Pete Neal

Concerning Public Comment

Please Note: The Board of Directors offers the opportunity for the public to speak to specific agenda items during the time that agenda item is discussed by the Board. The Board also allows an opportunity for the public to speak on non-agenda items during "public comments" prior to the conclusion of the meeting. The Board may not make any decision related to non-agendized items until the next Board meeting.

AGENDA

1. **Call to Order, Flag Salute, Roll Call**
2. **Public Appearances/Comment:** The Board will hear public comment on any agendized or non-agendized item. The Board may discuss public comment but may not take action.
3. **Consent Items:** Board action limited to discussion and approval of:
 - 3.1. Minutes: 04/21/20
 - 3.2. Acceptance of April 2020 Checks Listings and Authorize to File for Audit

NOTICE OF REGULAR MEETING – continued

April 21, 2020

4. **Committee Reports:** The Board will discuss the status of the following matters. The Board may take action on recommendations and/or give direction to staff or committee members related to follow-up on specific matters addressed by the committee.
 - 4.1. **Finance Committee** (Directors Dashner & McKinney)
 - 4.1.1. County of Calaveras Office of Auditor-Controller Special District Budget Adjustment
 - 4.2. **Personnel/Safety Committee** (Directors Dashner & McKinney)
 - 4.3. **Fire Prevention Committee** (Director Barr & Clemens)
 - 4.3.1. Ebbetts Pass Fire District Fire Ordinance 2020 Draft update
 - 4.4. **Apparatus/Equipment Committee** (Directors Clemens & Neal)
5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
 - 5.1. Mountain-Valley Emergency Medical Services Agency Agreement with Ebbetts Pass Fire District for Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area within the East Zone of Calaveras County
 - 5.2. Special District Risk Management Authority (SDRMA) 2020-21 Worker's Compensation Contribution
 - 5.3. Calaveras Health and Human Services Agency Calaveras County Readiness Plan for Re-opening Businesses Accepted by State
 - 5.4. Ebbetts Pass Fire District 2019 Consumer Price Index West Urban Cost of Living Adjustment
 - 5.5. County of Calaveras Registrar of Voters November 3, 2020, General District Election
 - 5.5.1. Resolution 2020-4: Resolution Calling General District Election
6. **Reports:** The Board will hear reports on the following matters. The Board may discuss information contained in these reports.
 - 6.1. Administrative Report.
 - 6.2. Legislative Report
 - 6.3. Administrative – EMS
7. **Comments, Questions, and Consideration:** The Board will entertain comments and questions from the following individuals or representatives. The Board may discuss these comments or questions on these items but may not take action.
 - 7.1. Board Members
 - 7.2. Firefighters' Association
 - 7.3. Employees' Group
 - 7.4. Public Comments
8. **Adjournment of Regular Meeting**

ADMINISTRATIVE STAFF:

Michael Johnson, Fire Chief
Cheryl Howard, Secretary

Ebbetts Pass Fire District



MINUTES Board of Directors April 21, 2020

SUBJECT TO APPROVAL

1. The meeting was called to order through the use of Zoom Meetings at 9:00 A.M. by President Mike Barr and the Pledge of Allegiance was recited. Directors present: Michael Barr, Denny Clemens, Jon Dashner, Scott McKinney, and Pete Neal.

District personnel present: Fire Chief Mike Johnson, Cheryl Howard
Battalion Chief Aaron Downing, Engineer Glenn Verkerk

Others present: None

Media present: None

The meeting was suspended for approx. 8 minutes while Mr. McKinney's computer underwent some problem-solving action. (Note the recording was stopped during this break and reactivated approximately 5 minutes late.)

2. **PUBLIC APPEARANCES/COMMENT** – None. Cheryl Howard reported there was no one else attending through Zoom Meetings.
3. **CONSENT ITEMS**
Mr. Dashner made a motion to approve the Consent Items as presented. Mr. Neal seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).
4. **COMMITTEE REPORTS**
 - 4.1. **Finance Committee (Directors Dashner & McKinney)**
 - 4.1.1. Approval of Preliminary Budget Fiscal Year 2020-21
Chief Johnson reported that the committee had met to revenues and expenditures in addition to preparations for the coming fiscal year. He added that the adoption of the current year budget as the next fiscal year's preliminary budget was recommended. Administrative staff would continue to develop the various elements of the budget including the cost of living increase for the salary schedule and a few other projects he was planning to include in it. Mr. Neal made a motion to approve the Recommended Budget same as adopted Fiscal Year 2019-20 Final Budget. Mr. Dashner seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

4.2. Personnel Committee (Directors Dashner & McKinney)

Chief Johnson reported on the various items discussed including the recent new hire of Joshua Hotchkiss starting on B Shift, Bryn Buhler's request for continuation of her retirement contributions while she was on pregnancy leave, the administrative staff working at home during this time of Covid-19 concern, and the District's Covid-19 plan.

4.3. Fire Prevention Committee (Directors Barr & Clemens)

Chief Johnson reported that updating of the District's Ordinance was still underway along with lot clearing under Joan Lark's supervision. He added the Lot Clearers' Meeting had been canceled with Joan trying to give all her requirements and communication through letters/emails. He added that the clearing would be enforced this year regardless of the ongoing pandemic.

4.4. Apparatus/Equipment Committee (Directors Clemens & Neal)

Battalion Chief Aaron Downing reported that the badging had been removed from the truck anticipating that the Board would be declaring it surplus. Mr. Clemens asked about the acquiring of an engine from the bay area. BC Downing reported that the administration of that fire district had set aside activity for their surplus when the Coronavirus emergency evolved but the engine was reportedly still being held for our district.

5. Scheduled Items

5.1. Resolution 2020-02: Declaring Surplus 1989 Pierce Arrow 105-foot Aerial

Following some discussion, Mr. Clemens made a motion to adopt Resolution No. 2020-02 which declares the truck as surplus and to direct the Apparatus Committee to determine the best method of disposal. Mr. Dashner seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.2. Letter from Bryn Buhler Regarding Pregnancy Disability Leave

Chief Johnson reported that, as it had been in past practice, Engineer Buhler was asking for the Board to approve the continued payment of her PERS while she was on pregnancy leave. After some discussion, Mr. Dashner made a motion to approve the payment of Bryn Buhler's PERS during her pregnancy leave. Mr. Neal seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.3. CCWD Resolution 2020-17 Increase Per Hydrant Payment for Fire Dept O&M

Chief Johnson reported on the increased payment per hydrant for maintenance performed by fire districts by Calaveras County Water District. He noted the other fire districts participating in the program in addition to the planned increases included within the CCWD resolution. Mr. Clemens made a motion to approve the increase approved by CCWD and directed the Fire Chief to determine the methodology for the hydrant maintenance program within the District. Mr. Dashner seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.4. Resolution 2020-03: Supporting the Preparation and Submission of a Proposal for the Calaveras County North and South Exclusive Operation Ambulance Zones by the Calaveras Fire Joint Powers Authority

Chief Johnson reported that this program may not launch due to various factors including the current pandemic. Following some discussion, Mr. Neal made a motion to approve Resolution 2020-03 Supporting the Preparation and Submission of a Proposal for the Calaveras County North and South Exclusive Operation Ambulance Zones by the Calaveras Fire Joint Powers Authority. Mr. Dashner seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.5. EPFD: 2019 Consumer Price Index West Urban—Cost of Living Adjustment

Chief Johnson noted that this was part of the annual exercise which was the determination of the annual COLA. He noted that the recommended amount was 2.6% based on the CPI-W Size Class B/C for year ending 2019. Mr. Dashner made a motion to table to the next regular meeting. Mr. Neal seconded; motion passed 3-2 (AYES: Dashner, McKinney, Neal; NOES: Barr, Clemens).

5.6. Mountain-Valley EMS Agency Notification to Approve the Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area within the East Zone of Calaveras County

Chief Johnson noted that the Board would have time to review/approve at its May meeting which was prior to the May 22nd meeting of the MVEMSA Board. He noted various changes in the contract including the 4-tiered ambulance response zone (not a single zone as in the current contract period) and possibility of automated vehicle tracking being in place during the coming 5-year term.

5.7. Calaveras Public Power Agency Voting Instructions for the “At-Large” Position

Chief Johnson noted the Board had a choice among four agencies for the position at CPPA. After some discussion, Mr. Dashner made a motion to vote for Michael Chimente of Bret Harte Union High School District. Mr. Clemens seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.8. EPFD Policy Review

5.8.1. End 30-day Review:

Policy 6520: Personnel – Personal Appearance Uniform Standards

Chief Johnson reported that the staff had met with Union personnel regarding the policy and was ready for Board consideration. Mr. Dashner made a motion to adopt Policy 6520: Personnel – Personal Appearance Uniform Standards. Mr. Clemens seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

6. **REPORTS**

6.1. Administrative Report

Chief Johnson reported that activity was mostly focused on Covid-19 with the District adjusting as things changed. He noted the best practices had been adopted

by personnel and added that he planned to continue to be progressive with maintaining safety for personnel. He noted his appreciation to the staff that was working to keep themselves and the community safe.

6.2. Legislative Report

Chief Johnson noted legislative activity was slow if anything was under consideration. He noted the estimated TOT and Prop. 172 revenues for the next fiscal year were down considerably due to no activity during this pandemic period.

6.3. Administrative - EMS

Chief Johnson noted he had nothing additional to report.

7. **COMMENTS, QUESTIONS, CONSIDERATIONS**

7.1. Board Members

Mr. Dashner thanked Chief Johnson, Cheryl Howard, and the staff for protecting themselves and station.

Mr. Neal noted that when they start relaxing restrictions in other areas that we would need to stay vigilant.

Mr. McKinney observed that this Zoom Meeting was similar to the futuristic "Jetsons" yet it was too bad there was no vaccination nor cure for the Covid-19 yet.

7.2. Firefighters Association – Glenn Verkerk reported that the Association would soon have a meeting to determine actions with regard to mailer and BBQ.

7.3. Employees' Group:

Aaron Downing thanked the Board members for their support.

7.4. Public Comments

None

8. **ADJOURNMENT**

Mr. Dashner made a motion to adjourn. Mr. Neal seconded; motion passed unanimously.
10:16 A.M.

Respectfully submitted,



Cheryl Howard
District Secretary

**County of Calaveras
General Ledger Summary
Balance Sheet Accounts
As of 4/30/2020**

Fund 2290 Ebbetts Pass Fire

<u>Object Code</u>	<u>Object Description</u>		<u>Balance</u>
<u>Assets</u>			
1006	Cash in Treasury	22900000	2,111,423.78
1007	Outstanding Checks	22900000	(4,304.53)
1016	Imprest Cash	22900000	40,000.00
Total Assets			<u>\$2,147,119.25</u>
<u>Liabilities</u>			
2002	Accounts Payable	22900000	1,163.60
2002	Accounts Payable	22900010	(1,163.60)
2091	Accts Payable - Staledated Cks	22900010	4,481.03
Total Liabilities			<u>\$4,481.03</u>
<u>Fund Balance</u>			
3002	Fund Bal Unreserv/Undesign	22900000	392,613.82
3043	Reserve for Imprest Cash	22900000	40,000.00
Total Fund Balance			<u>\$432,613.82</u>
Year-to-Date Revenues			\$5,587,653.98
Year-to-Date Expenditures			\$3,877,629.58
Year-to-Date Transfers In			\$0.00
Year-to-Date Transfers Out			\$0.00
Year-to-Date Clearing Accounts			<u>\$0.00</u>
Total Fund Equity			<u>\$2,142,638.22</u>
Total Liabilities and Fund Equity			<u>\$2,147,119.25</u>

REVENUE ACCOUNT SUMMARY SHEET - April 2020

Fire Operations:	F		RECEIVED		% Received
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date
Property Tax - Current Secured	4010	2,084,820	835,998.14	1,989,802.11	95%
Administrative Fee (SB2557)	4013	(40,299)	-22,197.22	(44,394.44)	110%
Unitary Tax	4015	41,651	20,220.62	41,650.87	100%
Supplemental Tax - Current Secured	4017	14,385	10,330.82	24,535.75	171%
Property Tax - Current Unsecured	4020	31,294	695.42	27,163.33	87%
Supplemental Tax - Current Unsecured	4027	902	438.63	2,784.96	309%
Prior Unsecured Taxes	4040	1,687	188.60	1,051.56	62%
Transient Occupancy Taxes	4072	32,000	0.00	23,100.81	72%
Interest	4300	-	0.00	(3,987.94)	
HOPTR	4463	24,188	7,509.84	18,238.18	75%
Timber Tax	4465	-	0.00	2,171.60	
State Aid for Public Safety	4472	20,000	0.00	12,651.00	63%
Grant	4505	-	0.00	0.00	
Reimbursement - Personnel	4542	30,000	63,502.74	78,970.63	263%
Reimbursement - Equipment	4543	5,000	0.00	0.00	0%
HazMat Release Response Plan	4592	-	0.00	0.00	
Report Fees	4593	-	0.00	0.00	
Charges for Current Service (hydrants)	4679	10,500	0.00	0.00	0%
Other Refund - Prior Year Taxes	4684	-	0.00	0.00	
Training Fees	4689	-	0.00	5,100.00	
Gifts/Donations	4707	-	0.00	750.00	
Refund - Misc.	4708	-	80.00	26,549.61	
Other Revenue	4712	-	0.00	17,029.92	
Other Misc. Rev. (PG&E Rate Credit)	4712	500	1,736.04	3,009.04	
Other Misc. Rev. (CA Fire Foundation)	4712		0.00	14,665.79	
Miscellaneous Revenue	4713	500	0.00	794.82	159%
Refunds - Insurance	4743	-	0.00	0.00	
Calaveras Co. >PG&E Butte Fire	4799	44,000	0.00	45,924.59	
Sale of Surplus Property	4800	-	0.00	3,500.00	
Total		2,301,128	918,503.63	2,291,062.19	100%

EMS/Paramedic Program	P		RECEIVED		% Received
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date
Special Tax	4077	361,820	144,684.60	343,625.93	95%
Special Tax - Sustain ALS	4077 S	175,428	146,904.40	211,397.95	121%
Refunds - Insurance	4743	-	0.00	0.00	
Total		537,248	291,589.00	555023.88	103%

Station 3 AMBULANCE	A		RECEIVED		% Received
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date
Special Tax	4077	828,140	331,156.60	786,496.93	95%
Special Tax - Sustain ALS	4077 S	1,081,948	355,894.80	982,750.15	91%
Other Programs - State (GEMT)	4479	9,000	0.00	32,290.68	359%
State Other Aid (IGT)	4580	65,000	0.00	0.00	0%
EMS Transport Revenue	4660	700,000	83,826.82	918,436.13	131%
	4679	-	534.84	534.84	
Calaveras Co. >PG&E Butte Fire	4799	206,000	0.00	0.00	0%
Refunds - Insurance	4743	-	0.00	0.00	
Total		2,890,088	771,413.06	2,720,508.73	94%

FIRE OPERATIONS ACCOUNT SUMMARY SHEET - APR 2020

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001.1-					
Salaries/Wages	-001	1,052,937	84,914.77	834,913.84	218,023.16	79%
Extra Hire	-002	10,000	0.00	1,653.00	8,347.00	17%
Extra Hire - Intern	-003	40,000	2,135.14	18,624.39	21,375.61	47%
ST/TF FF Payments	-004	30,000	0.00	6,514.91	23,485.09	22%
Volunteer FF Relief	-005	40,000	450.46	4,445.99	35,554.01	11%
Retirement	-050	214,473	17,495.28	176,490.60	37,982.40	82%
Group Insurance	-055	194,450	16,602.95	185,334.24	9,115.76	95%
Uniform Allowance	-062	3,600	111.96	2,911.96	688.04	81%
SERVICES & SUPPLIES	5111.1-					
Safety Clothing	-111	10,000	-73.06	297.45	9,702.55	3%
Safety Equipment	-115	6,000	0.00	587.12	5,412.88	10%
Communications-Radios	-121	8,000	74.03	1,396.11	6,603.89	17%
Communications-Phone	-124	12,000	1,019.54	13,387.24	(1,387.24)	112%
Food - Fire Line Meals	-131	1,200	253.22	2,638.40	(1,438.40)	220%
Housekeeping	-141	8,000	1,668.94	10,866.12	(2,866.12)	136%
Insurance-Prop/Liability	-151	12,000	0.00	13,512.00	(1,512.00)	113%
Insurance-Workers Comp	-153	86,829	0.00	86,829.00	-	100%
Maintenance-Apparatus	-181	45,000	3,168.94	81,459.32	(36,459.32)	181%
Maintenance-Utilities	-182	10,000	0.00	14,268.14	(4,268.14)	143%
Building Maintenance	-201	21,100	0.00	15,846.91	5,253.09	75%
Emergency Care/Rescue	-211	1,275	0.00	0.00	1,275.00	0%
Memberships	-221	7,755	50.00	7,962.00	(207.00)	103%
Office Expense	-241	12,050	637.18	6,878.69	5,171.31	57%
Office Expense-Postage	-243	1,000	150.44	456.79	543.21	46%
Office Expense-Copies	-245	1,500	117.80	1,104.04	395.96	74%
Professional Services	-271	33,000	0.00	2,800.00	30,200.00	8%
Small Tools/FF Equipment	-401	13,000	876.33	8,649.82	4,350.18	67%
Small Tools-Hose/SCBA	-402	9,000	210.86	701.15	8,298.85	8%
Special District Expense	-411	17,000	2,280.14	15,415.35	1,584.65	91%
SDE--Health Maintenance	-412	4,200	0.00	1,348.68	2,851.32	32%
Training	-422	12,500	25.00	1,549.20	10,950.80	12%
Travel/Education	-478	9,000	-405.00	1,190.26	7,809.74	13%
Transportation Fuel	-480	20,000	612.55	16,845.46	3,154.54	84%
Utilities - Water/Sewer	-501	10,280	279.69	8,582.66	1,697.34	83%
Utilities - Electrical	-504	11,500	808.21	7,966.49	3,533.51	69%
Utilities - Propane	-505	20,000	1,419.23	13,810.39	6,189.61	69%
LAFCO Fee	5627	3,543	0.00	3,542.68	0.32	100%
FIXED ASSETS						
Building Fund: Structures	5640	211,698	105,848.61	211,697.22	0.78	100%
Equipment	5701	66,000	0.00	64,201.13	1,798.87	
Fire Operation Fund Totals		2,269,890	240,733.21	1,846,678.75	423,211.25	81%

CHECKS ISSUED LISTING - APR 2020 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5001.1.001: SALARIES			
17205, 17283	Payroll / Statutory Elective Withholding		76,643.97
17205, 17283	Paychex Fee	employer cost	356.69
1083744, 1084228	PARS	EE withholding	259.70
17206, 17284	EPFF Local #3581	dues and meals withholding	900.00
17378	PERS	EE portion	6,442.15
17331	IRS	late fee (sept)	312.26
5001.1.002: EXTRA HIRE			<i>none issued</i>
5001.1.003: EXTRA HIRE - SPECIAL			
17205, 17283	Payroll / Statutory Withholding / Elective Withholding		1,821.24
1083744, 1084228	PARS	EE withholding	189.00
17331	IRS	late fee (sept)	124.90
5001.1.004: Expenditure: ST/TF Firefighter Payment			<i>none issued</i>
5001.1.005: Expenditure: Volunteer Firefighter Payment			
1084560	PARS	trust admin fee	450.46
5001.1.050: RETIREMENT (PERS)			
17378	PERS	employer portion	10,960.87
17378	PERS	unfunded accrued liability	6,534.41
5001.1.055: GROUP INSURANCE			
17205, 17283	Supplemental Life Premium Withholding		-78.6
1084555	FDAC EBA	vision/dental/life premium	1,312.35
1084563	SDRMA-Employee Benefit Service - medical premium		14,494.20
1084556	Hometown Health	medical premium	875.00
5001.1.062: UNIFORM ALLOWANCE			
1084559	Petty Cash/R. Miguel	uniform pant	111.96
5111.1.111: SAFETY CLOTHING			
1084039	Ebbetts Pass Lumber Co	traction shoe	24.69
1084047	Scotts PPE Recon	repair turnout gear	238.25
1084559	Petty Cash	uniform tee purchases	-336.00
5111.1.115: SAFETY EQUIPMENT			<i>none issued</i>

CHECKS ISSUED LISTING - APR 2020 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5111.1.121: COMMUNICATIONS: RADIOS			
1084049	UPS	ship items to return for trade-in	74.03
5111.1.124: COMMUNICATIONS: TELEPHONE			
1084552	AT&T - Sta.2	monthly service	256.42
1084552	AT&T - Sta.4	monthly service	273.03
1084554	Comcast - Sta. 1	phone/internet monthly charges	350.37
1084554	Comcast - Sta. 2	phone/internet monthly charges	139.72
5111.1.131: FOOD/FIRE LINE MEALS			
1084050	US Bank	meals for radio tower project	69.34
1084559	Petty Cash	food for PSPS cover engine	183.88
5111.1.141: HOUSEHOLD EXPENSE			
1084035	Anchor Pest Control	pest control	120.00
1084039	Ebbetts Pass Lumber Co	padlock, wallplate, etc.	66.63
1084551	AmeriPride	towel service	236.67
1084036	Arnold Auto Supply	squeegee, brush, supports	244.43
1084551	CA Waste Recovery	trash disposal	248.03
1084046	Middleton's	dishwasher	753.18
5111.1.151: INSURANCE: PROPERTY/LIABILITY			<i>none issued</i>
5111.1.153: INSURANCE: WORKER'S COMPENSATION			<i>none issued</i>
5111.1.181: MAINTENANCE: APPARATUS			
1084036	Arnold Auto Supply	U2102: starter fluid	16.09
1084045	Richard Lokey Truck Repair	U1003: repair front tie rods	540.41
1084050	US Bank/Boyd's Drive Line Ser	U1005: service drive shaft	1,382.97
1084050	US Bank/Capital Clutch	U1007: cross tube yoke, pin, ...	1,229.47
5111.1.182: MAINTENANCE: UTILITIES			<i>none issued</i>
5111.1.201: BUILDING & GROUNDS MAINTENANCE			<i>none issued</i>
5111.1.211: EMERGENCY CARE			<i>none issued</i>
5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS			
1084037	Calaveras Co Fire Chiefs Assn membership 2020		50.00

CHECKS ISSUED LISTING - APR 2020 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5111.1.241: OFFICE EXPENSE			
1084040	Foothill Printing	business cards: Hendrix	114.75
1084050	US Bank	blkr, scba laptop	466.15
1084559	Petty Cash	notary charge, ink, receipts	56.28
5111.1.243: OFFICE EXPENSE: POSTAGE			
	JE Calaveras Co.	checks postage	25.30
1084559	Petty Cash	postage/stamps	125.14
5111.1.245: OFFICE EXPENSE: COPIES			
1084569	Zoom Imaging Solutions	copier maintenance	117.80
5111.1.271: PROFESSIONAL SERVICES			<i>none issued</i>
5111.1.401: SMALL TOOLS/FF EQUIPMENT			
1084039	Ebbetts Pass Lumber Co	reciprocal saw, batt pack	538.05
1084050	US Bank	reflective tape, rope, leads	159.26
1084559	Petty Cash	fuel for small tools	179.05
5111.1.402: SMALL TOOLS: HOSE / SCBA			
1067184	Ebbetts Pass Lumber Co	c-batteries	26.87
5111.1.411: SPECIAL DISTRICT EXPENSE			
1084050	US Bank: SAMBA	employer pull program	29.07
1084050	US Bank	radio tower project	1,797.94
1084050	US Bank	award hat, stickers	400.00
1084559	Petty Cash	snow spray for memorial	38.73
1084039	Ebbetts Pass Lumber Co	9V batteries	14.40
5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE			<i>none issued</i>
5111.1.422: TRAINING			
1084050	US Bank	room for trainer fee	25.00
5111.1.478: TRAVEL/EDUCATION/TRAINING			
1084050	US Bank	credit for Neal cancellation	-405.00

CHECKS ISSUED LISTING - APR 2020**FIRE OPERATIONS**

Check No.	PAID TO	PURPOSE	AMOUNT
5111.1.480: TRANSPORTATION FUEL			
	1084558 Ebbetts Pass Gas Service	unleaded fuel	253.65
	1084051 W H Breshears Inc	diesel fuel	358.90
5111.1.501: UTILITIES: WATER/SEWER			
	JE Calavers Co Tax Collector	parcel fee	279.69
5111.1.504: UTILITIES: ELECTRICITY			
	JE CPPA	electricity	808.21
5111.1.505: UTILITIES: PROPANE			
	1084558 Ebbetts Pass Gas Service	propane	1,419.23
5627 F: LAFCo			<i>none issued</i>
5640 F: STRUCTURES			
	Westamerica Bank	loan payment	105,848.61
5701 F: EQUIPMENT			<i>none issued</i>

ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - Apr 2020

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-.001	308,462	26,708.69	278,798.66	29,663.34	90%
Retirement	-.050	86,460	7,548.19	74,479.16	11,980.84	86%
Group Insurance	-.055	87,015	5,589.20	63,950.34	23,064.66	73%
Uniform Allowance	-.062	1,200	0.00	1,166.67	33.33	97%
SERVICES & SUPPLIES	5111					
Safety Clothing	-.111	2,728	0.00	0.00	2,728.00	0%
Safety Equipment	-.115	1,000	0.00	135.21	864.79	14%
Communications-Radios	-.121	1,000	0.00	263.52	736.48	26%
Communications-Phone	-.124	615	50.00	806.08	(191.08)	131%
Housekeeping	-.141	1,900	142.67	1,772.58	127.42	93%
Insurance-Prop/Liability	-.151	2,250	0.00	3,000.00	(750.00)	133%
Insurance-Workers Comp	-.153	20,000	0.00	20,000.00	-	100%
Maintenance-Apparatus	-.181	2,900	0.00	2,566.44	333.56	88%
Building Maintenance	-.201	-	0.00	0.00	-	
Emergency Care/Rescue	-.211	-	0.00	0.00	-	
Office Expense	-.241	-	0.00	0.00	-	
Office Expense-Copies	-.245	-	0.00	0.00	-	
Professional Services	-.271	2,200	0.00	2,200.00	-	100%
Small Tools/FF Equipment	-.401	-	0.00	53.80	(53.80)	
Small Tools-Hose/SCBA	-.402	500	0.00	63.20	436.80	13%
Special District Expense	-.411	700	6.00	96.35	603.65	14%
SDE--Health Maintenance	-.412	1,500	0.00	0.00	1,500.00	0%
SDE--Administration Fee	-.413	-	0.00	0.00	-	
Training	-.422	4,000	200.00	870.00	3,130.00	22%
Travel/Education	-.478	2,700	0.00	0.00	2,700.00	0%
Transportation Fuel	-.480	6,500	0.00	5,296.47	1,203.53	81%
SPECIAL TAX HANDLING FEE	5411	3,618	1,808.90	3,618.00	-	100%
Engine Paramedic Program Totals		537,248	42,053.65	459,136.48	78,111.52	85%

CHECKS ISSUED LISTING - APR 2020 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
5001.2.001: SALARIES			
17205, 17283	Payroll / Statutory Elective Withholding		24,299.45
17205, 17283	Paychex Fee	employer cost	66.88
1083744, 1084228	PARS	EE withholding	0.00
17206, 17284	EPFF Local #3581	dues and meals withholding	450.00
17378	PERS	EE portion	1,892.36
5001.2.050: RETIREMENT (PERS)			
17378	PERS	employer portion	3,979.86
17378	PERS	unfunded accrued liability	3,568.33
5001.2.055: GROUP INSURANCE			
17205, 17283	Supplemental Life Premium Withholding		-22
1084555	FDAC-EBA	vision/dental/life premium	399.00
1084563	SDRMA-Employee Benefit Service - medical premium		5,212.20
5001.2.062: UNIFORM ALLOWANCE			<i>none issued</i>
5111.2.111: SAFETY CLOTHING			<i>none issued</i>
5111.2.115: SAFETY EQUIPMENT			<i>none issued</i>
5111.2.121: COMMUNICATIONS: RADIOS			<i>none issued</i>
5111.2.124: COMMUNICATIONS: TELEPHONE			
1084552	Comcast	monthly service	50.00
5111.2.131: FOOD/FIRE LINE MEALS			<i>none issued</i>
5111.2.141: HOUSEHOLD EXPENSE			
1084035	Anchor Pest Control	pest control	48.00
1084551	AmeriPride	towel service	94.67
5111.2.151: INSURANCE: PROPERTY/LIABILITY			<i>none issued</i>
5111.2.153: INSURANCE: WORKER'S COMPENSATION			<i>none issued</i>
5111.2.181: MAINTENANCE: APPARATUS			<i>none issued</i>

CHECKS ISSUED LISTING - APR 2020 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
5111.2.201:	BUILDING & GROUNDS MAINTENANCE		<i>none issued</i>
5111.2.211:	EMERGENCY CARE		<i>none issued</i>
5111.2.241:	OFFICE EXPENSE		<i>none issued</i>
5111.2.245:	OFFICE EXPENSE: COPIES		<i>none issued</i>
5111.2.271:	PROFESSIONAL SERVICES		<i>none issued</i>
5111.2.401:	SMALL TOOLS / ALS EQUIPMENT		<i>none issued</i>
5111.2.402:	SMALL TOOLS: HOSE / SCBA		<i>none issued</i>
5111.2.411:	SPECIAL DISTRICT EXPENSE		
1084050	US Bank: SAMBA	employer pull program	6.00
5111.2.412:	SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE		<i>none issued</i>
5111.2.422:	TRAINING		
1084565	Glenn Verkerk	reimb medic license renewal	200.00
5111.2.478:	TRAVEL/EDUCATION/TRAINING		<i>none issued</i>
5111.2.480:	TRANSPORTATION FUEL		
1084051	W H Breshears	fuel	26.26
5411 P:	SPECIAL TAX HANDLING FEE		

STATION 3 A ACCOUNT SUMMARY SHEET - Apr 2020

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-.001	1,151,568	104,673.67	891,571.01	259,996.99	77%
Retirement	-.050	238,054	17,728.64	182,298.83	55,755.17	77%
Group Insurance	-.055	320,488	22,209.86	232,638.90	87,849.10	73%
Uniform Allowance	-.062	6,000	0.00	4,628.00	1,372.00	77%
SERVICES & SUPPLIES	5111					
Safety Clothing	-.111	15,000	101.00	828.16	14,171.84	6%
Safety Equipment	-.115	2,250	0.00	609.57	1,640.43	27%
Communications-Radios	-.121	4,500	0.00	1,647.68	2,852.32	37%
Communications-Phone	-.124	3,575	260.00	3,006.56	568.44	84%
Food - Fire Line Meals	-.131	400	5.52	178.46	221.54	45%
Housekeeping	-.141	6,000	1,106.94	4,600.47	1,399.53	77%
Insurance-Prop/Liability	-.151	9,000	0.00	10,000.00	(1,000.00)	111%
Insurance-Workers Comp	-.153	65,000	0.00	65,000.00	-	100%
Maintenance-Ambulances	-.183	31,250	687.02	32,535.16	(1,285.16)	104%
Building Maintenance	-.201	5,000	0.00	5,343.60	(343.60)	107%
Emergency Care/Rescue	-.211	38,080	7,501.52	40,358.94	(2,278.94)	106%
Memberships	-.221	150	0.00	0.00	150.00	0%
Office Expense	-.241	4,800	165.29	2,304.50	2,495.50	48%
Office Expense - Copies	-.245	150	35.79	150.00	-	100%
Professional Services	-.271	59,640	4,655.47	56,676.04	2,963.96	95%
Small Tools/FF Equipment	-.401	7,050	0.00	7,750.13	(700.13)	110%
Small Tools-Hose/SCBA	-.402	-	0.00	0.00	-	
Special District Expense	-.411	8,800	786.14	5,559.91	3,240.09	63%
SDE--Health Maintenance	-.412	3,100	0.00	920.00	2,180.00	30%
SDE--Administrative Fee	-.413	3,800		0.00	3,800.00	0%
Training	-.422	12,000	-438.00	2,827.07	9,172.93	24%
Travel/Education	-.478	4,500	29.00	505.44	3,994.56	11%
Transportation Fuel	-.480	18,000	1,058.34	17,309.29	690.71	96%
Utilities - Water/Sewer	-.501	1,200	0.00	1,054.14	145.86	88%
Utilities - Electrical	-.504	1,900	150.29	1,588.22	311.78	84%
Utilities - Propane	-.505	5,000	129.35	2,356.67	2,643.33	47%
SPECIAL TAX HANDLING FEE	5411	8,280	4,139.66	8,280.36	(0.36)	100%
SPECIAL TAX HANDLING FEE	5411	12,575	6,288.12	12,575.00	-	100%
REFUND OVERPAYMENT	5612	20,747	117.79	17,642.85	3,104.15	85%
FIXED ASSETS						
Building Fund: Structures	5640	-	0.00	0.00	-	
Equipment	5701	290,899	0.00	73,946.53	216,952.47	
Fire Operation Fund Totals		2,358,756	171,391.41	1,686,691.49	672,064.51	72%

CHECKS ISSUED LISTING - APR 2020**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5001.3.001: SALARIES			
17205, 17283	Payroll / Statutory Elective Withholding		95,339.48
17205, 17283	Paychex Fee	employer cost	267.52
1083744, 1084228	PARS	EE withholding	0.00
17206, 17284	EPFF Local #3581	dues and meals withholding	1,650.00
17378	PERS	EE portion	7,416.67
5001.3.050: RETIREMENT (PERS)			
17378	PERS	employer portion	10,591.99
17378	PERS	unfunded accrued liability	7,136.65
5001.3.055: GROUP INSURANCE			
17205, 17283	Supplemental Life Premium Withholding		-143
1084555	FDAC-EBA	vision/dental/life premium	1,617.28
1084563	SDRMA-Employee Benefit Service - medical premium		20,735.58
5001.3.062: UNIFORM ALLOWANCE			<i>none issued</i>
5111.3.111: SAFETY CLOTHING			
1084047	Scotts PPE Recon	repair turnout gear	101.00
5111.3.115: SAFETY EQUIPMENT			<i>none issued</i>
5111.3.121: COMMUNICATIONS: RADIOS			<i>none issued</i>
5111.3.124: COMMUNICATIONS: TELEPHONE			
1084038	Comcast - Sta. 3	phone/internet monthly charges	260.00
	Verizon Wireless	monthly service	
5111.3.131: FOOD/FIRE LINE MEALS			
1084559	Petty Cash	meals for ambulance pick-up	5.52
5111.3.141: HOUSEHOLD EXPENSE			
1084035	Anchor Pest Control	pest control	72.00
1084551	AmeriPride	towel service	142.01
1084553	CA Waste Recovery Systems	trash removal	75.58
1084039	Ebbetts Pass Lumber Co	padlock, wallplate, etc.	64.17
1084046	Middleton's	dishwasher	753.18

CHECKS ISSUED LISTING - APR 2020**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5111.3.151:	INSURANCE: PROPERTY/LIABILITY		<i>none issued</i>
5111.3.153:	INSURANCE: WORKER'S COMPENSATION		<i>none issued</i>
5111.3.183:	MAINTENANCE: AMBULANCES		
	1084036 Arnold Auto Supply	bunjis	39.68
	1084052 Arnold Automotive	U3508: service, oil/filter change	647.34
5111.3.201:	BUILDING & GROUNDS MAINTENANCE		<i>none issued</i>
5111.3.211:	EMERGENCY CARE		
	1084044 Life Assist Inc	medical supplies	1,705.59
	1084048		1,785.13
	1084550 Airgas	oxygen	298.04
	1084557 Life Assist Inc	medical supplies	2,615.94
	1084568 Airgas	oxygen	1,096.82
5111.3.221:	MEMBERSHIPS/SUBSCRIPTIONS		<i>none issued</i>
5111.3.241:	OFFICE EXPENSE		
	1084559 Petty Cash	notary charge, ink, receipts	56.28
	1084564 Staples	ink cartridge	61.12
5111.3.245:	OFFICE EXPENSE - COPIES		
	1084569 Zoom Imaging Solutions	copier maintenance	35.79
5111.3.271:	PROFESSIONAL SERVICES		
	1084042 Elinor Hall MPH	Mar 2020: 41 PCR's	687.50
	JE Calaveras Co Sheriff's Office	amb dispatch fee - Feb	2,096.16
	JE Calaveras Co Sheriff's Office	amb dispatch fee - Mar	1,871.81
5111.3.401:	SMALL TOOLS/FF EQUIPMENT		<i>none issued</i>
5111.3.402:	SMALL TOOLS: HOSE / SCBA		<i>none issued</i>
5111.3.411:	SPECIAL DISTRICT EXPENSE		
	1084050 US Bank: SAMBA	employer pull program	24.00
	1084050 US Bank	award hats, stickers	312.14
	1084561 Jocelyn Roland	pre-employment screening	450.00

CHECKS ISSUED LISTING - APR 2020**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5111.3.412:	SPECIAL DISTRICT EXPENSE:	HEALTH MAINTENANCE	<i>none issued</i>
5111.3.422:	TRAINING		
1084559	Petty Cash	CPR class fees	-438.00
5111.3.478:	TRAVEL/EDUCATION/TRAINING		
1084559	Petty Cash	parking, reg. for workshop	29.00
5111.3.480:	TRANSPORTATION FUEL		
1084051	W H Breshears	fuel	975.37
1084567	WEX Bank	fuel	82.97
5111.3.501:	UTILITIES: WATER/SEWER		<i>none issued</i>
5111.3.504:	UTILITIES: ELECTRICITY		
	JE CPPA	electricity	150.29
5111.3.505:	UTILITIES: PROPANE		
1084558	Ebbetts Pass Gas Service	propane	129.35
5411 A:	SPECIAL TAX HANDLING FEE		
5640 A:	STRUCTURES		<i>none issued</i>
5701 A:	EQUIPMENT		<i>none issued</i>
8001/5612 A:	REFUNDS		
1084043	G. Heiser	refund overpayment	117.79



Please Indicate Type:

Fiscal Year: 2019-20

X

Appropriation/Est. Revenue Increase

District: Ebbetts Pass Fire District

☐

Reserve Transfer

Org Key: 22900010

X

Budget Adjustment

<u>Object No</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
4529	FEMA AFG grant received	\$ -	\$ 216,745.71
5701	SCBA grant purchase (L N Curtis PO #12652)	\$ -	\$ 227,533.21
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Subtotal		\$ -	\$ 444,278.92
Increase/Decrease Reserve		\$ 10,787.50	\$ -
Total		\$ 10,787.50	\$ 444,278.92

Votes by the Special District Board of Directors:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Date: _____

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed

By _____

March 18, 2020

Ms. Cheryl Howard
District Secretary
Ebbetts Pass Fire District
Post Office Box 66
Arnold, California 95223-0066

Dear Ms. Howard,

We sincerely appreciate your continued support of SDRMA and patience in waiting for the 2020-21 rates while we are working on obtaining renewal costs from the program excess/reinsurer carriers.

At the SDRMA Board of Directors meeting of February 5 – 6, 2020, the Board approved a FY 2020-21 longevity distribution of **\$563,961**. This action marks the eleventh consecutive year of longevity distributions. Every member that has completed its initial commitment of three full program years in the Workers' Compensation Program is eligible to receive a longevity distribution credit when they renew coverage. The longevity distribution may be declared by the Board each year only after all Board policy reserve requirements have been met. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

To assist your agency in its budgeting process, SDRMA has estimated 2020-21 annual contribution amounts using your agency's applicable Individual Class Code Rates, Experience Modification Factor (EMOD), 2020-21 Estimated Payroll Wages submitted on Renewal Questionnaire, and Longevity Distribution and Multi-Program discounts (if applicable). Your agency's actual contribution amount for 2020-21 will vary from 2019-20 due to variances in your reported payroll, EMOD (worksheet and applicable loss run years detail attached), and Credit Incentive Program (CIP) points earned.

	2019-20	2020-21
Estimated Payroll Wages	\$2,293,680	\$2,356,680
EMOD	146%	108%
Annual Gross Contribution (before discounts)	\$188,872	\$142,836
Longevity Distribution	-\$ 2,742	-\$ 4,335
5% Multi-Program Discount	\$ 0	\$ 0

RECEIVED
MAR 23 2020
Ebbetts Pass Fire District



Other Important Items to Note:

- Members receive an automatic Multi-Program Discount of 5% per program (Property/Liability and Workers' Compensation) while they belong to both programs.
- Members considering withdrawal from coverage with SDRMA for the 2020-21 program year are required to submit a "Notice of Intent to Withdraw" by April 1 in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period. Members not renewing coverage for 2020-21 will be ineligible to receive the longevity distribution credit recently approved by the Board.

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our programs! If you have any questions, please contact Jennifer Chilton at jchilton@sdrma.org or 800.537.7790.

Sincerely,
Special District Risk Management Authority

Laura S. Gill
Chief Executive Officer



Calaveras Health and Human Services Agency

Kristin Stranger, Director
Dr. Dean Kelaita, Health Officer

509 East St. Charles Street
San Andreas, CA 95249

Press Release

FOR IMMEDIATE RELEASE

Date: May 13, 2020

Contact: Dr. Dean Kelaita, Calaveras County Health Officer

Phone: 209-754-6460

Calaveras County Readiness Plan for Reopening Businesses Accepted by the State

On May 13, 2020, the California Department of Public Health accepted the local attestation submitted by Calaveras County officials to move further into Stage 2 of Reopening. The local attestations can be viewed on the State webpage <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Local-Variance-Attestations.aspx>

Counties that have met certain criteria in containing COVID-19 may consider increasing the pace at which they advance through Stage 2 of California's roadmap to modify the Stay-at-Home order.

"The goal is to open Calaveras County in a way that minimizes the risk for COVID-19," said Dr. Dean Kelaita, Calaveras County Health Officer. "We have met the readiness criteria from the State and can fully move into Stage 2."

Further movement into Stage 2 means that the certain businesses can re-open so long as they meet State requirements that include:

1. Performing a detailed risk assessment and implement a site-specific protection plan
2. Train employees on how to limit the spread of COVID-19, including how to screen themselves for symptoms and stay home if they have them
3. Implement individual control measures and screenings
4. Implement disinfecting protocols
5. Implement physical distancing guidelines

Industry specific detail about how to meet these State requirements can be found at: <https://covid19.ca.gov/roadmap/>. Businesses that are allowed to reopen as part of Stage 2 should keep their risk assessment and site-specific protection plan on hand at their place of business so that customers who wish to see it, can.

Human Services
509 East St. Charles Street
San Andreas, CA 95249
Phone (209) 754-6452
Fax (209) 754-3293

Public Health Division
700 Mountain Ranch Road, Suite C2
891 Mountain Ranch Road (Mail)
San Andreas, CA 95249
Phone (209) 754-6460
Fax (209) 754-1709

Behavioral Health Division
891 Mountain Ranch Road
San Andreas, CA 95249
Phone (209) 754-6525
Fax (209) 754-6597



Calaveras Health and Human Services Agency

Kristin Stranger, Director
Dr. Dean Kelaita, Health Officer

509 East St. Charles Street
San Andreas, CA 95249

Not all businesses qualify for re-opening as part of advancing in Stage 2. Only the following businesses can re-open in Stage 2 with modifications at this time:

- Retail Sector
- Logistics Sector
- Manufacturing Sector
- Destination retail, including shopping malls and swap meets.
- Personal services, limited to: car washes, pet grooming, tanning facilities, and landscape gardening.
- Office-based businesses (telework remains strongly encouraged)
- Dine-in restaurants (other amenities, like bars or gaming areas, are not permitted)
- Outdoor museums and open gallery spaces

This list may be periodically updated so we encourage the public to visit:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Local-Variance-Attestations.aspx> for the latest updates.

Not permitted in Stage 2:

- Personal services such as nail salons, tattoo parlors, gyms and fitness studios
- Entertainment venues with limited capacities, such as movie theaters, gaming, gambling, and arcade venues, and pro sports
- Indoor museums, kids museums and gallery spaces, zoos and libraries
- Community centers, including public pools, playgrounds, and picnic areas
- Limited-capacity religious services and cultural ceremonies
- Nightclubs
- Concert venues
- Live audience sports
- Festivals
- Theme parks
- Hotels/lodging for leisure and tourism – non-essential travel
- Higher Education

For more information visit <https://covid19.calaverasgov.us/>. Call the Community Service Call Center at (209) 754-2896 if you have questions about the COVID-19 pandemic.

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Phone (209) 754-6525
Fax (209) 754-6597

Ebbetts Pass Fire District



TO: Ebbetts Pass Fire District Board

DATE: May 14, 2020

FROM: Mike Johnson – Fire Chief

SUBJECT: 2019 Consumer Price Index West Urban – Cost of Living Adjustment

The 2019 Consumer Price Index for the West Urban area is an increase of 2.4%. Traditionally this is the standard of annual increase applied to our staff pay schedule. It is my recommendation to the Board of Directors to approve the CPI Cost of Living Adjustment of 2.4% for the 2020/21 pay schedule.

Sincerely,

Mike Johnson, Fire Chief
Ebbetts Pass Fire District

U.S. BUREAU OF LABOR STATISTICS

 Search BLS.gov

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2010 To: 2020

☒ include graphs ☐ include annual averages

[More Formatting Options](#)

Data extracted on: April 26, 2020 (2:01:13 PM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

12-Month Percent Change

Series Id: CWURN400SA0

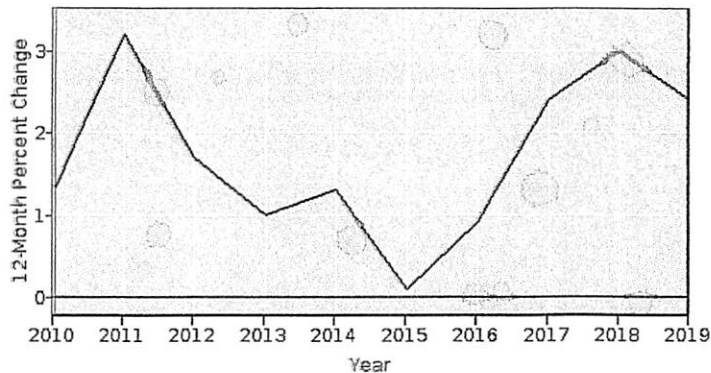
Not Seasonally Adjusted

Series Title: All items in West - Size Class B/C, urban wage earners and clerical workers, not seasonally adjusted

Area: West - Size Class B/C

Item: All items

Base Period: DECEMBER 1996=100



Download: [XLS](#) [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	2.8	2.0	2.3	2.2	1.8	0.7	0.9	0.8	0.4	0.3	0.5	1.0	1.3	2.0	0.6
2011	1.2	1.9	2.7	3.3	3.8	3.7	3.5	3.6	4.1	3.9	3.6	2.9	3.2	2.8	3.6
2012	2.7	2.4	2.2	1.8	1.6	1.6	1.2	1.3	1.4	1.5	1.2	1.2	1.7	2.0	1.3
2013	0.9	1.4	0.8	0.7	0.5	0.8	1.6	1.6	1.1	0.7	1.0	1.4	1.0	0.9	1.2
2014	1.5	0.8	1.0	1.0	1.8	2.0	1.9	1.6	1.6	1.5	0.9	0.3	1.3	1.4	1.3
2015	-0.4	0.1	0.4	0.6	0.5	0.2	0.0	0.0	-0.2	-0.2	0.0	0.4	0.1	0.2	0.0
2016	1.3	0.7	0.1	0.5	0.3	0.4	0.6	0.6	1.1	1.5	1.9	1.8	0.9	0.5	1.3
2017	1.9	2.5	2.6	2.4	2.0	2.0	2.0	2.4	2.8	2.8	2.9	2.9	2.4	2.2	2.6
2018	3.0	2.8	2.8	2.7	3.1	3.3	3.3	3.2	2.8	3.0	3.1	2.9	3.0	2.9	3.1
2019	2.4	2.1	2.1	2.6	2.7	2.5	2.4	2.3	2.1	2.3	2.3	2.6	2.4	2.4	2.3
2020	2.6	2.8	2.5												

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	2020-21		Difference	Add'l MC	Add'l PERS	Total Increase	
	With 2.4% COLA	2019-20			Classic	PEPRA	Salary @ 2.4% COLA
RMH	114,488.83	108,311.46	6,177.37	89.57	1271.61		7,538.55
MOD	114,488.83	111,777.43	2,711.40	39.32	558.14		3,308.86
AMD	93,477.25	91,263.46	2,213.79	32.10		288.77	2,534.66
JCC	109,036.99	106,454.70	2,582.29	37.44	531.56		3,151.30
SBB	91,874.78	89,698.94	2,175.84	31.55	447.90		2,655.29
PBR	102,379.84	96,855.82	5,524.02	80.10	1137.12		6,741.24
RJR	79,202.40	74,928.94	4,273.46	61.97	879.69		5,215.12
JTE	79,202.40	74,928.94	4,273.46	61.97	879.69		5,215.12
CDH	88,258.48	86,168.29	2,090.19	30.31	430.27		2,550.76
GCV	88,258.48	86,168.29	2,090.19	30.31	430.27		2,550.76
BAB	80,300.33	75,967.65	4,332.68	62.82	891.88		5,287.39
DTB	67,661.22	60,650.19	7,011.03	101.66		914.52	8,027.21
DKJ	78,519.61	76,660.06	1,859.55	26.96	382.79		2,269.31
PSV	76,644.12	74,283.00	2,361.12	34.24	486.04		2,881.39
RF	76,084.90	74,283.00	1,801.90	26.13	370.92		2,198.95
NJL	64,109.28	60,650.19	3,459.09	50.16		451.20	3,960.45
SMB	62,121.39	58,769.58	3,351.81	48.60		437.21	3,837.62
WBK	67,077.94	63,458.67	3,619.27	52.48		472.10	4,143.85
NCA	62,982.56	59,584.26	3,398.30	49.28		443.27	3,890.85
AJB	54,767.44	51,812.40	2,955.04	42.85		385.46	3,383.34
KJS	61,029.61	59,484.26	1,545.35	22.41		201.58	1,769.33
JRH	61,029.61	59,484.26	1,545.35	22.41		201.58	1,769.33
							84,880.67
MRJ	126,472	123,509	2,963.00	42.96		386.49	3,392.46
CBH	74,673	72,920	1,752.86	25.42	154.15		1,932.42
							5,324.88

Ebbetts Pass Fire District

Step Percentage Increase:	3.2%	Percentage for Firefighter-Paramedic:	15.0%
Rank Percentage Increase:	16.0% (Firefighter to Engineer, Engineer to Captain)	For Paramedic Advancing to Higher Rank than Firefighter that was hired after 11/15/16, the 15.0% not applicable but an Additional Amount: +\$3.26 added to hourly rate (the difference between top step FF and FFP).	
Battalion Chief Rank			
Percentage Increase:	5.0% (Captain to Battalion Chief)		

Effective 7/01/20 Includes 2.4% COLA increase to FY 2019-20

56-Hours/Week PERSONNEL PAY SCHEDULE

2020-21

				CLASS LEVEL	STEP									
					1	2	3	4	5	6	7	8	9	10
Interval*					1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	2 Years	2 Years	
FIREFIGHTER	Annual for 56 hours/week	Regular OT			1,284.48	1,325.59	1,368.01	1,411.78	1,456.96	1,503.58	1,551.70	1,601.35	1,652.60	
		Holiday Pay			2,465.94	2,544.85	2,626.29	2,710.33	2,797.06	2,886.56	2,978.93	3,074.26	3,172.63	
		Shift Personnel			49,318.80	50,897.00	52,525.71	54,206.53	55,941.14	57,731.25	59,578.65	61,485.17	63,452.70	
		EMT	1F		16.89	17.43	17.99	18.56	19.16	19.77	20.40	21.06	21.73	
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			1,477.16	1,524.43	1,573.21	1,623.55	1,675.50	1,729.12	1,784.45	1,841.55	1,900.48	
		Holiday Pay			2,835.83	2,926.58	3,020.23	3,116.88	3,216.62	3,319.55	3,425.77	3,535.40	3,648.53	
		Shift Personnel			56,716.62	58,531.55	60,404.56	62,337.51	64,332.31	66,390.94	68,515.45	70,707.95	72,970.60	
		Paramedic	1P		19.42	20.05	20.69	21.35	22.03	22.74	23.46	24.22	24.99	
		Hourly Rate												
ENGINEER	Annual for 56 hours/week	Regular OT			1,490.00	1,537.68	1,586.89	1,637.67	1,690.07	1,744.16	1,799.97	1,857.57	1,917.01	1,978.35
		Holiday Pay			2,860.49	2,952.03	3,046.49	3,143.98	3,244.59	3,348.41	3,455.56	3,566.14	3,680.26	3,798.02
		Shift Personnel			57,209.81	59,040.52	60,929.82	62,879.57	64,891.72	66,968.25	69,111.24	71,322.80	73,605.13	75,960.49
		EMT	2F		19.59	20.22	20.87	21.53	22.22	22.93	23.67	24.43	25.21	26.01
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			1,713.50	1,768.33	1,824.92	1,883.32	1,943.58	2,005.78	2,069.96	2,136.20	2,204.56	2,275.11
		Holiday Pay			3,289.56	3,394.83	3,503.46	3,615.58	3,731.27	3,850.67	3,973.90	4,101.06	4,232.29	4,367.73
		Shift Personnel			65,791.28	67,896.60	70,069.29	72,311.51	74,625.48	77,013.49	79,477.92	82,021.22	84,645.90	87,354.57
		Paramedic	2P		22.53	23.25	24.00	24.76	25.56	26.37	27.22	28.09	28.99	29.92
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			1,737.93	1,785.61	1,834.81	1,885.59	1,938.00	1,992.08	2,047.89	2,105.49	2,164.93	2,226.28
		Holiday Pay			3,336.45	3,427.99	3,522.45	3,619.94	3,720.55	3,824.37	3,931.52	4,042.10	4,156.22	4,273.98
		Shift Personnel			66,729.01	68,559.72	70,449.02	72,398.77	74,410.92	76,487.45	78,630.44	80,842.00	83,124.33	85,479.69
		Paramedic	2P		22.85	23.48	24.13	24.79	25.48	26.19	26.93	27.69	28.47	29.27
		Hourly Rate												
CAPTAIN	Annual for 56 hours/week	Regular OT			1,728.40	1,783.71	1,840.79	1,899.70	1,960.49	2,023.22	2,087.96	2,154.78	2,223.73	2,294.89
		Holiday Pay			3,318.17	3,424.35	3,533.93	3,647.02	3,763.72	3,884.16	4,008.45	4,136.72	4,269.10	4,405.71
		Shift Personnel			66,363.38	68,487.01	70,678.59	72,940.30	75,274.39	77,683.17	80,169.04	82,734.45	85,381.95	88,114.17
		EMT	3F		22.73	23.45	24.20	24.98	25.78	26.60	27.46	28.33	29.24	30.18
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			1,987.66	2,051.27	2,116.91	2,184.65	2,254.56	2,326.70	2,401.18	2,478.00	2,557.29	2,639.13
		Holiday Pay			3,815.89	3,938.00	4,064.02	4,194.07	4,328.28	4,466.78	4,609.72	4,757.23	4,909.46	5,066.56
		Shift Personnel			76,317.88	78,760.06	81,280.38	83,881.35	86,565.55	89,335.65	92,194.39	95,144.61	98,189.24	101,331.30
		Paramedic	3P		26.14	26.97	27.84	28.73	29.65	30.59	31.57	32.58	33.63	34.70
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			1,976.33	2,031.63	2,088.71	2,147.62	2,208.41	2,271.14	2,335.89	2,402.70	2,471.65	2,542.81
		Holiday Pay			3,794.13	3,900.31	4,009.89	4,122.98	4,239.68	4,360.12	4,484.41	4,612.68	4,745.06	4,881.67
		Shift Personnel			75,882.58	78,006.21	80,197.79	82,459.50	84,793.59	87,202.37	89,688.24	92,253.65	94,901.15	97,633.37
		Paramedic	2P		25.99	26.71	27.46	28.24	29.04	29.86	30.72	31.59	32.50	33.44
		Hourly Rate												
BATTALION CHIEF	Annual for 56 hours/week	Regular OT			1,814.82	1,872.90	1,932.83	1,994.22	2,058.51	2,124.38	2,192.36	2,262.52	2,334.92	2,409.64
		Holiday Pay			3,484.08	3,595.57	3,710.63	3,836.84	3,965.91	4,098.37	4,234.87	4,375.05	4,519.49	4,667.99
		Shift Personnel			69,681.55	71,911.36	74,212.52	76,593.80	79,038.11	81,567.33	84,177.49	86,871.17	89,651.05	92,519.88
		EMT	3BC		23.86	24.63	25.42	26.24	27.07	27.93	28.83	29.75	30.70	31.68
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			2,087.05	2,153.83	2,222.75	2,294.57	2,369.29	2,446.89	2,527.21	2,610.90	2,698.16	2,789.08
		Holiday Pay			4,006.69	4,134.90	4,267.22	4,404.37	4,546.69	4,693.12	4,844.21	4,999.09	5,159.49	5,325.99
		Shift Personnel			80,133.78	82,698.06	85,344.40	88,074.32	90,893.83	93,802.43	96,804.11	99,901.84	103,098.70	106,397.86
		Paramedic	3BCP		27.44	28.32	29.23	30.17	31.13	32.12	33.15	34.21	35.31	36.44
		Hourly Rate												
	Annual for 56 hours/week	Regular OT			2,062.75	2,120.82	2,180.75	2,242.64	2,306.43	2,372.31	2,440.29	2,510.44	2,582.84	2,657.56
		Holiday Pay			3,960.04	4,071.53	4,186.59	4,305.92	4,428.87	4,554.33	4,683.43	4,815.52	4,951.51	5,091.99
		Shift Personnel			79,200.75	81,430.56	83,731.72	86,109.50	88,568.53	91,086.53	93,666.69	96,303.37	99,000.25	101,763.08
		Paramedic	2P		27.12	27.89	28.68	29.49	30.33	31.19	32.09	33.01	33.96	34.94
		Hourly Rate												

*Minimum amount of time at this step.

Shaded area indicates annual amount.

Includes 2.4% COLA increase to FY 2019-20

		1	2	3	4	5
		6 Months	1 Year	1 Year	1 Year	1 Year
FIRE CHIEF	Annual Salary	112,385	115,182	119,251	122,841	126,472
	Per Month	9,365	9,598	9,938	10,237	10,539
	Per Hour	53.85	55.19	57.14	58.86	60.60

Includes 2.4% COLA increase to FY 2019-20

ADMINISTRATIVE (40 HOURS PER WEEK) PAY SCHEDULE

2020-21

				CLASS LEVEL	STEP									
					1	2	3	4	5	6	7	8	9	10
Interval*					1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	2 Years	2 Years	
Fire Prevention Officer	Limited Position	Annual Salary for 40 hr/wk			38,067	39,236	40,488	41,740	43,076	44,286	45,559	46,791	48,084	49,399
	Not to Exceed 999 hours	Hourly	2A		18.24	18.80	19.40	20.00	20.64	21.22	21.83	22.42	23.04	23.67
District Secretary		Annual Salary for 40 hr/wk			57,288	58,770	60,690	62,547	64,426	66,408	68,391	70,624	72,607	74,673
		Hourly	6A		27.45	28.16	29.08	29.97	30.87	31.82	32.77	33.84	34.79	35.78
Assistant District Secretary	Limited Position	Annual Salary for 40 hr/wk			40,738	41,949	43,222	44,516	45,831					
	Not to Exceed 999 hours	Hourly	7A		19.52	20.10	20.71	21.33	21.96					



COUNTY OF CALAVERAS

REGISTRAR OF VOTERS

REBECCA TURNER
Registrar of Voters

891 Mountain Ranch Road
San Andreas, CA 95249
Phone: (209)754-6376
Fax: (209)754-6733
Electionsweb@co.calaveras.ca.us

DATE: March 20, 2020

TO: District Secretaries for: All Special Districts & School Districts to be consolidated with the November 2020 Presidential General Election

FROM: Kelsea Stefanick, Clerk Recorder II

RE: November 3, 2020 Presidential Primary Election

Enclosed please find the following with reference to the November 3, 2020 Presidential General Election:

1. Notice of General District Election
2. Sample Resolution
3. List of current office holders in districts whose positions will be open for this Election. If there are discrepancies with the district's list please make changes on the list and return to me.

Candidate filing period this year is from **July 13th through August 7th** (will extend five days for everyone other than incumbents if incumbents fail to file for re-election).

Please forward the following documentation to the Elections Office prior to June 5, 2020. This deadline will not be extended and has been established to ensure our office has sufficient time to perform all necessary functions for this election:

- ☐ Completed Notice of General District Election – must contain the district's list of elective officers/positions to be filled for the upcoming election, –whether or not the district will pay for printing candidate's statements in the Voter Information Pamphlet, and whether or not there have been any boundary changes to your district.
- ☐ A resolution adopted by your Board requesting consolidation of the district's election (sample enclosed). Resolution must list each Director that voted. (Please seek legal advice on how to conduct meetings to align with the Governor's Executive order addressing COVID-19 issued on March 18, 2020.)
- ☐ Certified copy of the district's map showing current boundaries if changed: Elections Code §10522 requires that at least 125 days before the election a current map and boundary description be delivered to the Registrar of Voters.
- ☐ A complete listing of current office holders in your district with term expiration dates and contact information including a main district contact and e-mail address if available.

Pursuant to EC 10004 if any special district fails to call or take any other necessary steps to holding a regular election the Board of Supervisors may call a special election for the selection of the governing board members.

If you have any questions, or need further assistance, please contact the Election Office at (209) 754-6376 or e-mail kjstefanick@co.calaveras.ca.us. Thank you in advance for your prompt attention to this directive.

Enclosures

RECEIVED
MAR 23 2020
Ebbetts Pass Fire District

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EBBETTS PASS FIRE DISTRICT**

Resolution No. 2020 - 04

RESOLUTION CALLING GENERAL DISTRICT ELECTION

WHEREAS, an election will be held within the Ebbetts Pass Fire District within Calaveras County on November 3, 2020, for the purpose of electing Governing Board Members; and

WHEREAS, Election Code § 10403 requires jurisdictions to file with the Board of Supervisors, and the County Clerk, a resolution requesting consolidation with said election.

THEREFORE, BE IT RESOLVED that the Ebbetts Pass Fire District requests the Board of Supervisors of Calaveras County to consolidate the District Election with the election to be held on November 3, 2020.

BE IT FURTHER RESOLVED, that the District agrees to reimburse the County Elections Department for actual costs accrued as a result of this consolidation. The District acknowledges that the consolidated election will be held and conducted in the manner prescribed in Election Code § 10418.

ON A MOTION by Director _____ seconded by Director _____ the foregoing resolution was duly passed and adopted by the following vote on May 19, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair of the Board of Directors

Attest:

Secretary of the Board of Directors

NOTICE OF GENERAL DISTRICT ELECTION

To be consolidated with the November, 2020 Presidential General Election

(ELECTIONS CODE §10509, 10522, 10524, W.C. 71451)

Ebbetts Pass Fire District

DISTRICT

November 3, 2020

DATE OF ELECTION

The purpose of said election is to elect 3 directors for a FULL TERM to fill the offices presently held by the following directors, whose terms expire 12/03/2020.

NAME	DIVISION (if applicable)
Michael S Barr	
Jon Robert Dashner	
Peter William Neal	

The following section applies only if Director(s) was/were appointed to fill a vacancy in an office which is not normally scheduled to be voted on this year.

District will also elect _____ director(s) for a SHORT TERM ending _____.

NAME	DIVISION	DATE APPOINTED	DIRECTOR REPLACED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Candidates for office may obtain nomination papers between July 13th and August 7th, 2020 (if incumbents fail to file for re-election the date will extend to August 12th, 2020, for everyone other than incumbents) from Calaveras County Clerk, Elections Department, 891 Mountain Ranch Road San Andreas, CA 95249.

A Notice of Election will be published by Calaveras County Clerk, Elections Office in the Enterprise and the Valley Springs News.

CANDIDATE'S STATEMENTS (Check the appropriate box below)

- District will pay for Candidate's Statements upon billing ☐
- Candidates will pay for Candidate's Statements upon submittal ☒

MAP OR BOUNDARY DESCRIPTION (REQUIRED) is enclosed herewith

NO boundary changes ☒
SEE boundary changes ☐

Elections Code §10522 requires that at least 125 days (July 1, 2020) before the election a current map and boundary description be delivered to the Registrar of Voters.

Date

Signature (District Secretary)

Ebbetts Pass Fire District, PO Box 66, Arnold CA 95223

District Mailing Address

(DISTRICT SEAL HERE)

(209) 795-1646
(AREA CODE) TELEPHONE NUMBER



**Agreement with Ebbetts Pass Fire District for Exclusive
Operator for 9-1-1 Emergency Advanced Life Support
Ambulance Transport Services for an Exclusive Operating
Area within the East Zone of Calaveras County**

July 1, 2020

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**AGREEMENT WITH EBBETTS PASS FIRE DISTRICT FOR EXCLUSIVE OPERATOR
FOR 9-1-1 ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT SERVICES
FOR AN EXCLUSIVE OPERATING AREA WITHIN THE EAST ZONE OF CALAVERAS
COUNTY**

This Agreement ("Agreement"), entered into this _____ day of _____, 2020, by and between the **MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY**, a Joint Powers Authority formed in 1981 including the Counties of Alpine, Amador, Calaveras, Mariposa and Stanislaus, hereinafter called "**MVEMSA**" and **Ebbetts Pass Fire District**, hereinafter called "**Contractor**";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, MVEMSA has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, MVEMSA has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and volunteer, EMT and paramedic equipped and staffed fire department first response vehicles; and

WHEREAS, MVEMSA has designated the Calaveras County Sheriff Office dispatch center, (dispatch) to provide emergency medical dispatch services to all ambulances throughout the County of Calaveras; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the MVEMSA to create Exclusive Operating Areas ("EOA") for emergency ambulance service and for advanced life support and contract with an ambulance provider through grandfathering for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, Section 5.26.30 of the Calaveras County Ambulance Ordinance establishes that Exclusive Operating Areas shall be designated and establishes that the Ambulance Provider shall address minimum standards; and

WHEREAS, the MVEMSA has created EOA's within its current Emergency Medical Services Plan; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Calaveras has designated the MVEMSA to develop a written agreement with a

qualified paramedic service provider to provide services, and participate in the Advanced Life Support ("ALS") program in Calaveras County; and

WHEREAS, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and

WHEREAS, MVEMSA and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of 9-1-1 emergency ambulance services with ALS transport; and

WHEREAS, Contractor's emergency ambulance services shall be provided at the ALS level, until such time a tiered ALS and Basic Life Support (BLS) system is developed; and

WHEREAS, the Parties agree that Contractor shall respond to all emergency and ALS ambulance services calls including 9-1-1 Emergency Ambulance Services with ALS and BLS Transport within the Calaveras County EOA, as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the Parties agree that Contractor shall also be responsible for providing Mutual Aid response as described in this Agreement; and

WHEREAS, the Parties agree that Contractor shall provide related services as described in this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Agreement Administration

MVEMSA shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of MVEMSA and the County. MVEMSA Executive Director or her/his designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and MVEMSA policies and procedures; and
- C. Provide technical guidance and/or direction, as MVEMSA deems appropriate.

1.2 Agreement Term

This Agreement shall begin on July 1, 2020 at 00:00:00 hours, Pacific Standard Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on June 30 2025.

1.3 Conditions for Extension of the Agreement

MVEMSA may extend this Agreement for a second 5-year term which shall end at 23:59:59 hours Pacific Standard Time on June 30, 2030 upon the recommendation of the Calaveras County Board of Supervisors. MVEMSA and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the determining factor considered relative to granting of the Agreement extension.

- A. The County's Emergency Medical Care Committee ("EMCC") shall annually approve a report submitted by MVEMSA Executive Director regarding its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:
 - 1. Overall compliance with the terms and conditions of this Agreement;
 - 2. Compliance with Response Time Standards;
 - 3. Effectiveness of the quality management program in assuring the consistent delivery of high-quality clinical care;
 - 4. Financial stability;

5. Cooperation of Contractor's personnel in collaborating with MVEMSA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County;
 6. Customer satisfaction; and
 7. Community engagement, including education and prevention activities.
- B. MVEMSA shall review the observations and recommendations of the EMCC and the MVEMSA Executive Director shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension.

SECTION 2: NOTICES

2.1 Agreement Communication

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Telex, facsimile, or electronic mail transmission: When sent by telex, facsimile, or electronic mail to the last telex, facsimile number or electronic mail address of the recipient known to the party giving notice, notice is effective on receipt, provided that:
 - a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or
 - b.) the receiving party delivers a written confirmation of receipt.Any notice given by telex, facsimile, or electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To MVEMSA: Mountain-Valley Emergency Medical Services Agency
Attn: MVEMSA Executive Director
1101 Standiford Ave, Suite D1
Modesto, CA 95350

To Contractor: Mike Johnson
Fire Chief
Ebbetts Pass Fire District
PO Box 66
Arnold, CA 95223

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 Change of Contact Information

Any party may change its address, telex, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1 Services to be Performed by Contractor

- A. 9-1-1 Emergency Ambulance Services with ALS and BLS Transport.
1. Contractor, under the general direction of the Executive Director of MVEMSA shall provide 9-1-1 emergency ambulance services with ALS transport and BLS transport within the East Zone of Calaveras County (Exhibit 2). In addition, Contractor is hereby granted the right to be the exclusive provider of 9-1-1 emergency and ALS ambulance services and BLS transport services within the Calaveras County, East Zone EOA as provided for in Sections 1797.224 of the California Health and Safety Code.
 2. Contractor shall perform the following services to the satisfaction of MVEMSA:
 - a. Contractor shall furnish 9-1-1 Emergency Ambulance Services with ALS transport services for the entire population of the East Zone of Calaveras County. All of Contractor's 9-1-1 ambulance response services shall be provided at the ALS level, unless approved by MVEMSA Medical Director.
 - b. Contractor shall provide 9-1-1, emergency and ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year,

for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.

- c. All medical 9-1-1 calls for Emergency Medical Services originating in the Contractor's EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by MVEMSA in the EOA's covered under this Agreement to provide 9-1-1 ambulance service, except for Mutual Aid and disaster response.
- d. Contractor shall utilize the Calaveras County Sheriff's Office Dispatch Center primary public safety answering point dispatch center for all ambulance services in the East Zone of Calaveras County. The Contractor shall ensure that all requests for Non-Emergency Interfacility Transfers are processed through an EMD dispatch center. The Contractor is required to enter into an agreement with the Authorized EMS Dispatch Center to provide dispatch services prior to the implementation date of the Ambulance Provider Agreement.
- e. Contractor shall follow all MVEMSA Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed once the Agreement is signed by both parties and Contractor shall follow its Implementation Schedule as approved by MVEMSA.
- f. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.
- g. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with MVEMSA's quality improvement system.
- h. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the MVEMSA Medical Director and authorized by the MVEMSA Executive Director. The MVEMSA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no additional cost to the County. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, MVEMSA agrees to meet and confer with Contractor over that impact including implementation

and ongoing cost mitigation. This may include jointly proposing to the EMCC the utilization of funds from the Technology and Equipment Upgrade Fund for implementation.

- i. As regulations allow, Contractor shall work with MVEMSA to develop a Community Paramedic program based on a needs assessment within Contractor's response zones.
3. In consideration for providing ambulance services in accordance with the terms described herein, the CONTRACTOR is granted an Exclusive Operating Area (EOA) encompassing the Ambulance Response Zone areas described in Exhibit 2. Within such EOA, CONTRACTOR shall be entitled to be the exclusive provider of all Emergency Ground Ambulance Services during the period of this Agreement and any extensions of this Agreement. MVEMSA agrees that it shall not administer this Agreement in a manner that will change the manner and scope of CONTRACTOR's operation or jeopardize the integrity of its EOAs under Section 1797.224 of the California Health and Safety Code.

3.2 ALS Mandate

- A. Contractor shall utilize ALS Ambulances to provide services under this Agreement on a twenty-four (24) hour per day basis in response to all life-threatening emergencies and non-life-threatening emergencies requiring ALS Transport when dispatched by an authorized EMS dispatch center.
- B. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be a licensed, and MVEMSA accredited paramedic. The second crew member shall be another licensed paramedic or California certified. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all emergency calls, the Contractor shall bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid), or where a patient meets Contractor's Compassionate Care Policy.
- C. Contractor will assist MVEMSA in exploring the efficiency and financial viability of implementing a two-tiered system in Calaveras County in collaboration with dispatch. 9-1-1 emergency medical requests will be evaluated through the EMD process, based on protocols approved by the MVEMSA Medical Director, to determine the acuity of the patients and will determine the level of the response, which may in the future include a BLS level ambulance 9-1-1 response.
- D. B. As approved by state statute and regulations, Contractor, the County and MVEMSA may work together to develop a Community Paramedic program to support the health and welfare of community members through utilization of fire and ambulance personnel to conduct programs such as, reduction of repeat hospital visits

with patient home follow-up, transportation to sobering center and mental health facilities.

3.3 Stand-by Services

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within Contractor's authorized response zone where there may be an imminent life threat when directed by the dispatch center or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander or dispatch.
- C. Stand-by periods exceeding two (2) hours shall be approved by the MVEMSA Executive Director or her/his designee. A standby longer than two (2) hours may trigger the necessity for response time exemptions.

3.4 Mutual Aid

- A. Regional, State, or Federal mutual aid requests. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the MVEMSA Executive Director, her/his designee, or the MHOAC unless the request would fundamentally cause immediate failure of service to the Contractor's authorized response zone. Any mutual aid refusal must be in consultation with the MVEMSA Executive Director or her/his designee.
- B. In-County or neighboring jurisdiction Mutual Aid requests. Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through dispatch or the MVEMSA Executive Director or her/his designee, unless the Field Supervisor or dispatch can verify that a given request would cause immediate failure of service to the Contractor's authorized response zone. All Mutual Aid refusals are to be reported to the MVEMSA Executive Director the next business day following the refusal. Contractor shall maintain and document:
 - 1. The number and nature of Mutual Aid responses it makes into any neighboring jurisdiction; and,
 - 2. The number and nature of Mutual Aid responses made by other ambulance providers to calls originating within the Contractor's authorized response zone.
- C. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the authorized response zone and these calls will not be counted in the total number of calls used to determine Response Time compliance.

- D. It is the MVEMSA desire to ensure that mutual aid does not cause a negative impact on Contractor or other ambulance providers. Should any ambulance provider report an adverse impact, MVEMSA, and impacted parties will agree to engage in a discussion to evaluate such level of mutual aid service between the agencies and all impacted parties will be involved in developing solutions to discuss usage reduction, if any are required.
- E. Contractor shall be responsible for response to all emergency ambulance requests on the east slope of Alpine County and the portions of Tuolumne County accessed via Highway 4. The response area in Alpine County consists of all land accessed via and along the Highway 4 corridor to the top of Ebbetts Pass. These requests are considered mutual aid and exempt from response time compliance calculations.

3.5 Disaster Preparedness, Assistance, and Response

A. Multi-casualty/Disaster Response:

Contractor shall cooperate fully with MVEMSA in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in MVEMSA's plans. Contractor's personnel shall perform in accordance with appropriate MVEMSA multi-casualty response plan(s) and the Incident Command System (ICS). Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region 4 if requested through proper channels unless the request would cause immediate failure of service to the Contractor's EOA. Any refusal must be in consultation with the MVEMSA Executive Director or her/his designee. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the MVEMSA Executive Director or County Health Officer in accordance with their respective authority and/or that of their designee as it relates to their shared responsibility as the MHOAC.

B. Emergency Operations Plan:

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans.

C. Continuity of Operations:

Contractor shall submit a Continuity of Operations Plan (COOP) to the MVEMSA Executive Director for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

D. Incident Notification:

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous

materials incidents, and other unusual occurrences as specified and approved by the MVEMSA Executive Director.

F. Emergency Recall of Workforce:

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the EOA.

G. Personal Protective Equipment:

1. Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

H. In the event MVEMSA or Calaveras County declares a disaster within the County:

1. If requested, Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the MHOAC.
2. In the event MVEMSA directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the MVEMSA Executive Director. Contractor shall use its best efforts to maintain primary emergency services.
3. Contractor shall follow the direction of the MVEMSA Executive Director or her/his designee during a disaster.
4. During a disaster proclaimed by the County, the MVEMSA Executive Director will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. Such exemptions shall not be unreasonably withheld if Contractor can demonstrate the system impact of the disaster. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.6 Interagency Training for Exercises/Drills

Contractor shall be required to participate in any MVEMSA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 Deployment of Ambulance and Other Contractor-Managed Disaster Resources

- A. Contractor shall deploy ambulances, strike teams, and other resources, as directed by the MVEMSA Executive Director, her/his designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination ("RDMHC") mutual aid system unless the request would cause immediate failure of service to the Contractor's

authorized response zone. Any mutual aid refusal must be in consultation with the MVEMSA Executive Director or her/his designee.

B. Ambulance Strike Team

To the best of its ability, Contractor will participate in the Ambulance Strike Team ("AST"), Medical Task Force, and the Ambulance Strike Team Leader ("ASTL") program and will work with MVEMSA, the RDMHC, and State EMS Authority staff to ensure that trained, vetted, and fully carded ASTL staff as approved by MVEMSA are on duty daily to fulfill any requests.

3.8 Air Ambulance Service

- A. County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.
- B. Notwithstanding any other provision of this Agreement, MVEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s), in accordance to MVEMSA policies.
- C. Air transport shall not be utilized for patient transport when a ground ambulance is at scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time and in accordance to MVEMSA policies.

3.9 Response and Transport Exceptions and Limitations

A. Response:

- 1. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the EOA and provide at scene care and ambulance transport in accordance with MVEMSA policy except for Mutual Aid requests.
- 2. Although Contractor's primary responsibility is to provide ALS ambulance transportation services, Contractor will occasionally arrive at scene in the absence of public safety responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command. Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, the MVEMSA delegates to Contractor's first arriving Field Supervisor the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, when that Field Supervisor is at scene.

3. Contractor may temporarily provide service utilizing one or more BLS ambulances under the following circumstances: 1) all of Contractor's available ALS ambulance resources are committed to active incidents, or 2) in the event of a mass casualty incident as authorized by MVEMSA. In each such circumstance Contractor shall promptly notify the MVEMSA Duty Officer on-call. Each BLS ambulance shall be staffed by a minimum of two (2) EMTs.

B. Transport:

1. Contractor shall be required to transport patients from all areas of the EOA, in accordance with MVEMSA Policies and Procedures.
2. Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in the MVEMSA policy & procedures.

SECTION 4: DEPLOYMENT

4.1 Ambulance Deployment System Status Plan

A. Requirements:

1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the authorized response zone. Contractor shall deploy ambulance resources in a manner consistent with this goal. Ambulance System Status Plans ("SSP") will be reviewed by MVEMSA. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. 24-hour and system status management strategies;
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as an MCI or high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the Response Time performance standard is not met;
 - d. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas;

- e. Work force necessary to fully staff ambulances identified in the deployment plans;
 - f. Any planned use of on-call crews;
 - g. Ambulance shifts and criteria to be used in determining shift length;
 - h. Any mandatory overtime requirements;
 - i. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- B. Contractor shall provide a sufficient number of ambulances within its authorized response zone that are fully stocked to meet 133% of peak system demand. For example, if 5 ambulances are needed to meet peak demand, an additional 2 ambulances are required to be fully equipped and ready for utilization to meet this standard.

SECTION 5: OPERATIONS

- 5.1 There is one (1) response time compliance zone for this Agreement consisting of the geographical boundaries of the East Zone of Calaveras County (Exhibit 2). This zone may contain a mix of urban, suburban, rural and wilderness areas. Contractor must maintain response times with at least 90% compliance in this zone based on area type (i.e. urban, suburban, rural and wilderness). A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area (i.e. Zone 5 - Suburban, Rural) equals or exceeds 250 calls. The calculation of liquidated damages for all Code 3 responses will be based on the combination of urban, suburban and rural areas. The calculation of liquidated damages for all Code 2 responses will be based on the combination of urban, suburban and rural areas.
- 5.2 Contractor shall be required to report the performance for suburban and rural separately for the purpose of data collection and system improvement. Measurement will be calculated separately for Code Two and Code Three calls. Zones will be reevaluated periodically based on changes to the US Census population data.
- A. The one (1) Response Time Compliance Zone consists of all transports originating within the geographical boundaries of the East Zone of Calaveras County (Exhibit 2).

5.2 Response Time Areas

- A. Response Time Areas may be modified by the MVEMSA based upon updated population or census data in collaboration with the EMCC. If Response Time Areas are modified and Contractor demonstrates an associated financial impact, the MVEMSA agrees to meet and confer with Contractor over that impact to cost or revenue.
- B. There are four (4) types of Response Time Areas depicted graphically in Exhibit 2 by square grids;
1. Urban – Red numbered square grids;
 2. Suburban – Orange numbered square grids;
 3. Rural – Light green numbered square grids;
 4. Wilderness – Blue numbered square grids.
- C. Agency and Contractor agree to re-evaluate response time grids after one (1) year of FirstWatch implementation allowing for individual incidents and call volumes to be integrating into current response maps.

Call Type	Response Time Standard
Urban Area Response to 90 percent of call each month	
Code 3	11:59
Code 2	15:59
Suburban Area Response to 90 percent of calls each month	
Code 3	19:59
Code 2	23:59
Rural Area Response to 90 percent of calls each month	
Code 3	29:59
Code 2	33:59
Wilderness Area Response to 90 percent of calls each month	
Code 3	ASAP
Code 2	ASAP

5.3 Response Time Management

- A. Dispatch CAD data and the FirstWatch On-line Compliance Utility ("OCU") application shall be used to monitor and calculate response times. Ambulance Response Time standards are designed to provide the appropriate pre-hospital response appropriate to the patient status. Response Time and compliance will be measured and reported on a fractile basis.

- B. Until complete FirstWatch integration, Contractor will submit on a monthly basis and by the 15th of the following month complete response time data in a format agreed upon by both parties.
- C. Response Time specifications reflect a performance-based perspective rather than a level of effort undertaking involving defined locations. Contractor shall commit to necessary resources to achieve the Response Time standards for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this goal.
- D. Each incident is a separate response.
- E. Each incident will be counted as a single response regardless of the number of units that are utilized.
- F. The Response Time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert dispatch of all paramedic Field Supervisor and/or paramedic QRV responses to the scene of an emergency and all associated times shall be documented. Paramedic Field Supervisor and/or paramedic QRV response times shall be utilized for purposes of computing Response Time compliance for a maximum of four minutes when on-scene with fire.

5.4 Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is assigned to the assigned ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;
 - 3. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. Calculation of Response Time shall stop when:
 - 1. The assigned ambulance notifies dispatch that it is "at-scene," which is defined as AVL showing 10 miles per hour or less at the location where it shall be parked during the incident; or
 - 2. In the instance of a response to an apartment or business complex, or mobile home park, when the unit enters the complex; or

3. In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area, or;
 4. At the time that dispatch notifies the assigned ambulance to cancel its response.
- C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by MDT time stamp as documented in CAD, AVL or radio recording play back.
- D. Calculating Response Times - Changes in Call Priority:
1. Response Time calculations to determine compliance with Agreement standards and penalties for non-compliance shall be as follows:
 - Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance's arrival at the scene, Contractor's compliance and penalties will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.
 - Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance's arrival at scene, Contractor shall be deemed compliant and not subject to penalties, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.
 - Reassignment En-route – If an emergency ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.
 - Canceled Calls – If an assignment is canceled prior to the emergency ambulance's arrival at scene, compliance and penalties will be calculated based on the elapsed time from assignment to the time the call was canceled.

5.5 Response Time Corrections and Exemptions

- A. Contractor shall file a request for each desired Response Time correction or Exemption with MVEMSA via the FirstWatch Online Compliance Utility (OCU) within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. The MVEMSA Executive Director or her/his designee shall grant or deny Exemptions to performance standards and shall so advise the Contractor. The MVEMSA Executive Director or her/his designee will respond to time correction requests utilizing the OCU. The

burden of proof that there is good cause for the correction or the exemption request shall rest with the Contractor.

- B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp, audio recording (wav. file) or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology.
- C. Each request for ambulance service located within the Contractor's assigned EOA shall be included. In some cases, late and specified other responses will be exempted from Response Time compliance calculations and financial penalties. These exemptions will be for good cause only, as reasonably determined by MVEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be exempted from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption with MVEMSA via the OCU within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. MVEMSA Executive Director or her/his designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The MVEMSA Executive Director or her/his designee will respond to Exemption requests utilizing the OCU.
- D. Examples of Exemptions include, but are not limited to:
 - 1. Inclement weather conditions which impair visibility or create other unsafe driving conditions;
 - 2. Multiple units to the same scene
 - 3. Wrong address provided by the requesting party;
 - 4. Unavoidable delay caused by road construction;
 - 5. Restricted roadway access;
 - 6. Dispatch error;
 - 7. Delays in transferring care to a hospital emergency department. It will be the provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of call through time unit available) in accordance to MVEMSA policy.

8. Response to a non-paved roadway (ie, Forest Service road) in a Suburban, Rural or Wilderness response area (response time Correction)
 9. Inability to go on-scene due to lack of GPS, radio or cellular coverage.
 10. All other exemption requests shall be for good cause only, as determined by the MVEMSA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response
- E. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather-related anomalies, to accommodate related additional workload.

5.6 Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
1. Time call received by dispatch from PSAP;
 2. Time ambulance crew assigned;
 3. Time en-route to scene;
 4. Arrival at scene time;
 5. Arrival at patient's side;
 6. Total at scene time;
 7. Time en-route to transport destination;
 8. Total time to transport to destination;
 9. Arrival time at the destination;
 10. Time of patient transfer to receiving hospital personnel (transfer of care); and
 11. Time available at the destination (i.e. return to in service status).

- B. These reporting requirements may change. MVEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, MVEMSA Executive Director agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

5.7 Response Time Liquidated Damages

- A. It is the goal of MVEMSA to deliver the contractual response time standards to all incident's ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% per compliance period in each Response Time Area.
- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to MVEMSA and the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and MVEMSA agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to MVEMSA each and every compliance period that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance Zone. Liquidated damages paid by the Contractor for each Response Time Compliance Zone in which it fails to maintain the requisite compliance shall be as follows:

89-89.99 %	\$500
88-88.99%	\$750
87-87.99%	\$1,250
86-86.99%	\$2,000
85-85.99%	\$3,000
<85 %	\$4,000

- E. Contractor shall pay liquidated damages to MVEMSA for each and every incident to which it has an Extended Response Time, unless exempted by MVEMSA. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$250
	>16 min	\$375

- F. Contractor shall pay liquidated damages to MVEMSA of \$250 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board or responding to an incident if the ambulance is out of compliance with the approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.

G. Other Repercussions:

If MVEMSA, with recommendation of the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the MVEMSA Executive Director, determines that Contractor for 3 consecutive compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the MVEMSA may determine that there is a breach.

Therefore, prior to invoking a breach of contract for Response Time non-compliance, MVEMSA shall provide Contractor an opportunity to cure any failure to comply with Response Time requirements and agrees not to invoke the breach provision Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:

1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
2. In consultation with MVEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this Paragraph if it has previously been afforded two such cure opportunities during the preceding three years.

H. Payments and Use of Liquidated Damages:

1. MVEMSA will make the final damage determination based on this section and will inform the Contractor of the incidents and damages incurred on a monthly basis. Contractor shall pay MVEMSA all liquidated damages within 30 days of receipt of the notification. The Contractor will pay all liquidated damages to the Calaveras County EMS System Enhancement Fund.

Liquidated damages collected will be managed by the Agency and utilized for clinical improvements within the Calaveras County EMS System.

5.8 Vehicles

Contractor shall provide and maintain all ambulances, support vehicles, and on-board equipment used by Contractor to perform the services required by this Agreement. All Contractor vehicles herein shall be fully committed to services provided to the East Zone of Calaveras County under the terms of this Agreement. All costs associated with these vehicles shall be the responsibility of the Contractor.

- A. Contractor shall continuously provide a sufficient number of ambulances to meet 133% of peak system demand and not less than a total fleet of three (3) ambulances.

B. Mobile Simulation Lab:

Contractor will support the MVEMSA Mobile Simulation Lab program through MVEMSA Oversight and Monitoring Fees as stated in Section 11.8. MVEMSA will make the Mobile Simulation Lab available to supplement Contractor's employee education program. Furthermore, Contractor will provide expert clinical staff to work in partnership with MVEMSA, fire staff and other providers to facilitate the instructional programs associated with the Mobile Simulation Lab. Contractor understands that the Mobile Simulation Lab is a regional resource with financial contributions made by all ambulance providers within the MVEMSA region. The vehicle will be utilized both within Contractor's EOA and outside of the EOA at the sole discretion of MVEMSA. MVEMSA will provide an EMS Specialist to manage the regional education program, run all simulation scenarios and provide direct instruction. MVEMSA will provide the SimMan and associated maintenance.

5.9 Vehicle Specifications

A. Ambulances:

1. Ambulances must conform to the following requirements:
 - a. Industry standard Type II or Type III ambulance;

- b. To the extent possible, be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor;
- c. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail;
- d. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association;
- e. Be limited to a maximum mileage of 250,000 miles on primary, first line units and 300,000 on backup and supervisor units; and
- f. Meet or exceed the equipment standards of the State of California and MVEMSA policies and procedures.
- g. Contractor will maintain and have available an appropriate 4 wheel drive or all-wheel drive ambulance (minimum of one unit) for use in winter conditions or as needed for off-pavement incidents.

B. Supervisor Vehicles:

- 1. Contractor's Supervisor Vehicles shall be equipped and meet Department of Transportation and National Fire Protection Association standards for Code 3 response, SUV-type vehicles, with rear command consoles, and carry all equipment and supplies necessary to function as a First Responder in accordance with MVEMSA requirements, policies, and procedures.
- 2. To the extent possible, Supervisor Vehicles shall be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor.
- 3. Supervisor Vehicles shall not exceed 250,000 miles, maintain good repair and appearance and follow manufacturers' maintenance/replacement schedule.

C. Vehicle Markings:

- 1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles.
3. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.
4. Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.
5. Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without MVEMSA approval. MVEMSA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles (which shall have a base color of white) purchased or otherwise introduced during the term of this agreement.

5.10 Equipment

- A. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall provide and maintain in good repair and safe working order all vehicles, medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 9-1-1 Ambulance Services. MVEMSA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.
- B. Contractor vehicles shall be stocked by the Contractor with ALS supplies and equipment in accordance with MVEMSA requirements and carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the scene of an emergency. Additionally, these vehicles will carry equipment and supplies necessary for multi-casualty incidents as specified by MVEMSA.
- C. Contractor agrees that equipment and supply requirements may be changed with the approval of the MVEMSA Executive Director due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, Contractor and MVEMSA agree to meet and confer over that impact, both short and long-term, and jointly present a proposal to the EMSC to utilize funds from the Technology and Equipment Upgrade Fund for initial implementation.
- D. Each ambulance must carry standardized equipment and supplies that meet federal, State, and local MVEMSA requirements, policies and procedures. To the extent possible, such equipment and supplies will be stored in the same location in all ambulances.

E. All expendable supplies, including medications and oxygen, must be restocked by Contractor. All medical equipment shall be in good repair and safe working order at all times. Each ambulance will be fully stocked according to MVEMSA Policies.

F. Vehicle and Equipment Maintenance:

1. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
2. Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. MVEMSA requires that all ambulances and equipment used in the performance of this Agreement be maintained in good repair and safe working order. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
3. MVEMSA requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, be removed from service and repaired or replaced in a timely manner.
4. Contractor must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 9-1-1 Ambulance Services by:
 - a. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 - b. Developing and implementing standardized maintenance practices; and
 - c. Incorporating an automated electronic maintenance program record-keeping system.
5. Contractor shall submit its vehicle maintenance plan to MVEMSA annually.
6. Contractor shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including

parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.

7. MVEMSA shall have access to all vehicle and equipment maintenance reports upon request within two (2) business days of the request. In the instance of a sentinel event; however, Contractor shall give MVEMSA immediate access upon request.

G. Communication System Equipment and Management:

1. Contractor shall continue to utilize the current UHF radio system for two-way voice communications between its dispatch center, ambulances and Supervisor Vehicles. Contractor shall consult with MVEMSA in advance of purchasing or installing radios.
2. Each ambulance and Supervisor Vehicle shall be equipped with a UHF and VHF mobile radio in the front cab and ambulances shall be capable of hospital communication in the rear/patient compartment.
3. Each ambulance and Supervisor Vehicle shall be equipped with a UHF portable radio for each assigned crew member for medical communication and communication with dispatch, and at least one radio which is capable of communicating on VHF fire channels when necessary.
4. Contractor shall equip each of its ambulances and supervisors with appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty ambulance and supervisor personnel of emergency situations and associated system needs. Each ambulance and supervisor on-duty must be able to communicate at all times and locations with dispatch, other ambulances, supervisors, receiving hospitals, fire agencies, and MVEMSA.
5. Contractor shall equip and have Automatic Vehicle Location ("AVL")/Geographic Positioning System ("GPS") technology in its ambulances. AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by MVEMSA beyond the Contractor's control) for purposes of System Status Management including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. The AVL/GPS equipment shall be interfaced with the CAD system at the Calaveras County Sheriff Dispatch Center and shall transmit data with speed as close to near real-time as technologically possible. MDT/AVL systems to be installed in all ambulances 7/1/2021.
6. Each ambulance shall have a mobile data computer ("MDC") which shall be interfaced with the Calaveras County Sheriff Dispatch Center and capable of timely exchange of dispatch CAD essential incident and status data in accordance with MVEMSA requirements. The MDC shall contain integrated mapping software

which provides real time automated distance and traffic-based destination routing, thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive, and process data with speeds as close to near real-time as technologically possible.

7. Contractor shall provide mobile computers or tablets with software to generate an ePCR and send the ePCR to the receiving hospital for each of its ambulances.
8. In addition to the above requirements, the Contractor shall meet the following requirements on all ambulances and Supervisor Vehicles:
 1. Communications Equipment – Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, dispatch centers, and other necessary personnel or agencies.
 2. California Emergency Coordination Radio System (“CALCORD”) – Contractor shall equip all ambulances and Supervisor vehicles with radio equipment suitable for operation on CALCORD.
9. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.

SECTION 6: PERSONNEL

6.1 Key Personnel

The following positions are Key Personnel for all purposes. MVEMSA shall have direct access to the Key Personnel identified in this Agreement at all times. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with MVEMSA.

MVEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

A. Fire Chief or Battalion Chief:

1. Contractor must provide a full-time Fire Chief or Battalion Chief who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.

2. This individual shall be qualified by education, training, and experience to manage the day-to-day operations of an organization that provides 9-1-1 ALS Emergency Ambulance Services.
 3. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators, and shall also serve as the liaison to dispatch and for internal and external billing matters.
- B. Provider Medical Director:
1. Contractor shall provide a physician licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.
 2. This individual must be experienced in emergency medicine, and preferably Board Certified in Emergency Medicine .
 3. This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor in delivering service.
 4. Contractor understands that the Provider Medical Director is distinct from, and does not have the powers or authority of, the Medical Director of MVEMSA, as defined in California Health and Safety Code section 1797.202.
- C. Clinical Education Specialist/Manager:
- Contractor shall employ a Clinical Education Specialist/Manager. This individual shall be a Paramedic with a minimum of three years' full-time experience working in a 9-1-1 system.
1. This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement.
 2. The Clinical Education Specialist will provide concurrent continuous quality improvement in the field, including real-time clinical support and mentorship to Paramedics and EMTs.
 3. A minimum of twenty percent (20%) of this individuals time must be dedicated to clinical quality improvement tasks and initiatives as required under this agreement.

6.2 Changes in Persons Acting as Key Personnel

- A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual

identified above as Key Personnel without notifying MVEMSA and meeting to discuss the impact.

- B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement MVEMSA shall be entitled to review and approve the proposed replacement. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with MVEMSA.

6.3 Other Leadership Personnel

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, record keeping, and field supervision. Field supervision may be provided by on-duty management based on provider staffing structure and may be on an on-call basis outside of daytime business hours.

Support and Field Supervisors:

1. Contractor shall supply Field and Support Supervisors to oversee day-to-day functions of Contractor's operations. In the event that a Field Supervisor fails to perform to the satisfaction of MVEMSA Executive Director, Contractor shall correct the deficiency in a timely manner.
 - a. Contractor shall employ field-based Field Supervisors such that a minimum of one (1) is available 24-hours a day, 7 days a week, 365 day a year, deployed in an emergency response Supervisor Vehicle or in-service ambulance, to provide coverage within Contractor's authorized response zone. Field Supervisors are responsible to manage day to day EMS system operations with office-type work, such as scheduling, limited to the extent possible.
 - b. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions as assigned by the Operations Manager.
 - c. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must have a minimum of three (3) years' experience in a 9-1-1 system, who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System ("ICS").
 - d. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that

not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.

- e. The Field Supervisor is responsible for:
 - i. Real-time, non-dispatch center-initiated System Status Plan staffing adjustments, and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities;
 - ii. Investigating vehicle and general liability issues;
 - iii. Initial management of workers compensation issues; and
 - iv. Managing employee performance issues, and customer or stakeholder complaints.
- f. The Field Supervisor shall also:
 - i. Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies;
 - ii. Collaborate and cooperate with MVEMSA leadership, managers and support personnel; and
 - iii. Communicate with MVEMSA Duty Officer.
 - iv. Field Supervisors may be assigned to major incidents or declared disasters as needed throughout Calaveras County as directed by the MVEMSA Executive Director or designee.
- B. Business Development / Community Events Manager:
Contractor shall employ and maintain appropriate staffing to provide Business Development / Community Event integration within the community. This advocate will be responsible for ensuring positive client relations, high customer service standards, maximizing services for patients and customers and participating in community health education, community outreach and programs targeted to increase public access/awareness of EMS in Calaveras County. The FTEs dedicated to this position should be appropriate for Contractor's authorized response zone.

6.4 Ambulance Staffing Requirements

- A. All ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care and transport until such time MVEMSA has approved a tiered response to provide for a BLS ambulance..
- B. Ambulances must be staffed with at least one MVEMSA accredited paramedic. The second crew member shall be another licensed paramedic or certified EMT who has

completed an additional, if any, curriculum required and approved by MVEMSA. Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.

6.5 Working Conditions for Ambulance Personnel

A. Comfort Stations:

1. The Contractor is required to provide a minimum of one(1) "comfort station" located within the Contractor's authorized response zone that is accessible to on-duty field-based personnel 24/7. Staff quarters may be utilized as a comfort station if it meets the requirements herein. At a minimum, these facilities shall:
 - a. Be climate controlled (air conditioning and heat);
 - b. Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - c. Have at least one operable toilet, sink, shower, microwave and refrigerator;
 - d. Have at least one desk and task chair;
 - e. Have data capability to enable patient care charting; and
 - f. Have adequate accommodations to meet the needs of nursing mothers.

SECTION 7: CLINICAL QUALITY AND PERFORMANCE

7.1 MVEMSA Medical Oversight

- A. MVEMSA will furnish medical control services including the services of the MVEMSA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. MVEMSA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24-hours a day, seven days a week, 365 days a year.
- C. MVEMSA recognizes the unique role of the MVEMSA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.
- D. Contractor shall immediately notify MVEMSA of potential violations of the California Health and Safety Code, California Code of Regulations, or MVEMSA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with MVEMSA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 Protocols, Policies, and Procedures

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all MVEMSA policies, procedures, and medical protocols and other requirements established by the MVEMSA Medical Director.
- B. MVEMSA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to MVEMSA.

7.3 Clinical Quality Improvement

- A. The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through MVEMSA's quality improvement procedures to improve and maintain clinical excellence.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

7.4 Quality Performance

- A. Contractor, in collaboration with the dispatch center, shall participate in the development of a written quality improvement plan which shall be approved by MVEMSA.
- B. Contractor must submit the quality improvement ("QI") plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the MVEMSA EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.
- C. Ongoing QI requirements:
 - 1. Review and submit the QI program annually for appropriateness to the provider's operation and revise as needed;

2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with MVEMSA Medical Director or her/his designee;
 3. Submit a quarterly report to MVEMSA to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety; and
 4. Provide MVEMSA with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.
- D. Contractor shall actively participate in MVEMSA's Local Quality Improvement Group, Regional STEMI Committee, Regional Stroke Committee, the Trauma Audit Committee and other quality improvement committees as required by MVEMSA. MVEMSA will make every effort to provide conference calling capabilities for regional meetings. These may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
1. Active participation of Contractor's senior leadership in EMS groups or committees dealing with quality management;
 2. Designation of a Quality Manager to oversee Contractor's quality program;
 3. Submission of monthly comprehensive key performance indicator reports to MVEMSA;
 4. Active participation in projects designed to improve the quality of EMS in Calaveras County;
 5. Description of the Contractor's overall approach to comprehensive quality management; and
 6. Active participation, when available, in local Health Information Exchange ("HIE") data sharing initiatives approved by MVEMSA.

7.5 Quality Processes and Practices

- A. The Contractor shall strive for clinical excellence. This includes, but is not limited to:
1. Clinical care and patient outcome;
 2. Skills maintenance/competency;

3. Mastery of MVEMSA Policies and Procedures;
4. Patient care and incident documentation;
5. Evaluation and remediation of field and dispatch personnel;
6. Measurable performance standards; and
7. Implementation and operationalization of its Quality Improvement Plan.

7.6 Clinical and Operational Benchmarking

- A. Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPIs will evolve with the development of the local EMS system as approved from time to time by MVEMSA Medical Director and MVEMSA Executive Director.
- B. Contractor shall provide information necessary to benchmark KPIs. KPI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations (e.g., EMS Compass) comparing Calaveras County EMS with other similarly designed clinically sophisticated systems.
- C. Collaborate with EMS system partners in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. To that end, Contractor shall use best efforts over the term of this Agreement to support out-of-hospital research. Such examples might include but are not limited to research involving:
 1. Impact of Public Access Defibrillation (PAD);
 2. Reduction of "at scene" time;
 3. Reduction of "at patient" time to improve time to first defibrillation or ALS intervention; and
 4. Communications system research projects or other research projects as approved by MVEMSA.

SECTION 8: DATA AND REPORTING

8.1 FirstWatch System Requirements

System Requirements for Response Time and Clinical Performance Measurement.
Contractor shall fund a portion of the costs of MVEMSA's FirstWatch Online Compliance Utility ("OCU") and FirstPASS data programs, which MVEMSA will use to monitor the

performance of Contractor in delivering EMS services to the East Zone of Calaveras County under the terms of this Agreement. Contractor shall be granted access to OCU and FirstPASS by MVEMSA, which shall be supported by Contractor's Clinical and Operational personnel. The FirstWatch data platform will be interfaced to Contractor's CAD and ePCR program to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system. The cost of any changes to the Contractor's ePCR or CAD that result in programming changes by FirstWatch shall be borne by the Contractor.

Contractor shall participate in future surveillance and technology initiatives undertaken by the MVEMSA. Contractor shall be financially responsible for any required data source integration to the FirstWatch surveillance platform. Contractor is responsible for any fees charged by Contractor's ePCR vendor for integration into FirstWatch/First Pass.

8.2 Data and Reporting Responsibility

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and in a manner approved by MVEMSA.

8.3 Performance Data and Reporting

- A. Contractor will collaborate with MVEMSA to provide routine and ad hoc reports.
- B. Contractor shall provide a log-in for read-only access to electronic Patient Care Reports for QI/Investigation purposes.
- C. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of EMS data sets system-wide, in cooperation with MVEMSA. A fully implemented tool will be capable of the following:
 - 1. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and
- D. Contractor shall work in earnest and good faith with MVEMSA on all data initiatives used to support clinical care and quality improvement.

8.4 Electronic Patient Care Reporting

- A. Contractor will be required to provide electronic patient care record data, in a form and timeframe prescribed by MVEMSA, pursuant to California Health and Safety Code section 1797.227 and approved by the MVEMSA Medical Director, for patient documentation on all EMS system responses by Contractor within the EOA's including

patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by MVEMSA and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.

- B. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances and Supervisor Vehicles as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and MVEMSA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA and hospitals in an HL7 format.
- C. The ePCR system must have the capability to integrate with HIE when available to:
 - 1. Link with the CAD to import all data for all calls;
 - 2. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 - 3. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - 4. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and
 - 5. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- D. The MVEMSA approved ePCR must be completed for all patients at the earliest opportunity and not later than twenty-four (24) hours after patient contact pursuant to MVEMSA policy. Contractor must provide direct, log-in access to patient care records at the receiving facilities and to MVEMSA clinical staff in computer readable format and suitable for statistical analysis for all 9-1-1 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transports. Contractor shall provide electronic ePCR data to MVEMSA, and the CA EMS Authority, in a form prescribed by MVEMSA, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by MVEMSA. Vital signs and relevant data must be downloaded from the Contractor's cardiac monitor directly into the ePCR for all patients in which a cardiac monitor was utilized.
- E. MVEMSA approved ePCR, shall be entered at the receiving hospital before returning to service for each critical patient pursuant to MVEMSA policy.

- F. MVEMSA approved ePCR shall be entered before returning to service in any sentinel event or unusual circumstance constituting or potentially constituting a threat to the public health and safety in accordance with MVEMSA policy.
- G. Contractor's ePCR must provide other data points reasonably requested by MVEMSA, including any needed modifications to support EMS system data collection.
- H. As health information systems evolve, the Contractor agrees to work with MVEMSA and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and MVEMSA agree to meet and confer over that impact to cost or revenue.

8.5 Records and Required Reports

A. Personnel Reports:

- 1. Contractor shall provide MVEMSA with a list of all EMTs and Paramedics currently employed by Contractor as of the date of this Agreement, and monthly thereafter and shall update that list whenever there is a change throughout the year.
- 2. The personnel list shall include, at a minimum:
 - a. Name;
 - b. California Paramedic license number and expiration date or EMT certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and
 - f. Email address.

- B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and address turnover to the satisfaction of the MVEMSA Executive Director.

8.6 Community Report

- A. Contractor shall provide as requested, a report to MVEMSA on community activities meeting MVEMSA requirements including, but not limited to:
1. Number of conducted community education events;
 2. Public relations activities; and
 3. Employee recognition.

8.7 Customer Feedback Surveys

- A. Customer Service Outreach and Customer Inquiries:
1. Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide access to comments to MVEMSA. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
 2. Contractor shall have a customer service telephone line giving internal and external customers and system participants the ability to contact a designated local liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements.
 - g. The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.
 - h. If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 9-1-1 in case the caller inadvertently called the customer service line looking for emergency service.
 2. Members of the Contractor's Leadership Team are to be automatically notified of any incoming external complaint calls. Incidents that require follow up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.
- B. Handling Service Inquiries and Complaints:
1. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

2. Contractor shall submit to MVEMSA, on a quarterly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the MVEMSA Medical Director using the MVEMSA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.
- C. Contractor shall submit the results of a customer satisfaction survey administered through a mutually agreeable process as approved by MVEMSA to MVEMSA Executive Director annually.

8.8 Other Reports

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by MVEMSA Executive Director.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION 9: SUB-CONTRACTING

9.1 Sub-contracting Restrictions

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub-contract any portion of the Agreement for services to be rendered without prior written consent of MVEMSA and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement, may jeopardize the Contractor's EOA and, at the option of MVEMSA shall not convey any rights to the assignee.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1 Regulatory and Policy Requirements

- A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and MVEMSA Policies and Procedures (<https://www.mvemsa.org/policies>) and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by MVEMSA Executive Director, her/his designee, or MVEMSA Medical Director.

- C. Contractor shall comply with Response Time Standards to all areas of the authorized response zone.
- D. Contractor will cooperate with MVEMSA's ongoing development of policies and procedures for appropriate patient care.

10.2 Personnel

The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited. Contractor is encouraged to ensure diversity in the workforce and address diversity alignment with its communities served.

10.3 Work Schedules and Human Resource Issues

- A. Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.
- B. At least 51% of the Contractor's proposed schedule shall be Contractor's full-time employees.
- C. Contractor's work schedules and assignments will provide reasonable working conditions for ambulance, Field Supervisor and Clinical Field Specialist personnel. Neither ambulance nor Field Supervisor or Clinical Field Specialist personnel shall be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance, Field Supervisor and Clinical Field Specialist personnel shall have sufficient rest periods to ensure that they remain alert and well rested during work periods.
- D. Average unit hour transport utilization ratios for Contractor's ambulance crews regularly scheduled to work in excess of twelve (12) hours must not exceed 0.40. Contractor shall track unit hour utilization and, upon request, make that data available to MVEMSA.

10.4 Personnel Licensure and Certification

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. All Contractor's field and administrative employees must meet MVEMSA policies for certification and training.
- B. All of Contractor's ambulance and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, MVEMSA accredited

. Certification and accreditation requirements are as stated on MVEMSA website (<http://mvemsa.org/policies>) and the website of the State EMS Authority (<https://ems.ca.gov/>).

C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by MVEMSA and/or the State of California including but not limited to copies of current and valid EMT Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement. Contractor shall provide MVEMSA with real-time access twenty-four (24) hours a day, three hundred and sixty-five (365) days a year to all such records and reporting tools within its database approved by MVEMSA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to MVEMSA with a correlating corrective action plan. Contractor's failure to cure repetitive non-compliance with the provisions of this paragraph may constitute breach of this Agreement.

D. Contractor shall participate in the DMV Employer Pull Notice ("EPN") program.

10.5 Personnel Training

A. Training and Continuing Education Program Requirements:

1. Contractor shall maintain approval in Calaveras County as an EMS Continuing Education Provider (CE provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 11:

- a. Contractor must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall be subject to approval by MVEMSA and include, but not be limited to:
 - i. Advanced training for EMT staffing ALS ambulances;
 - ii. Orientation to the Calaveras County EMS System;
 - iii. Customer service and cultural sensitivity;
 - iv. Pre-accreditation field evaluation for paramedics; and
 - v. Post-accreditation education, supervision, evaluation.

10.6 Paramedic Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All paramedics shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued

by the American Heart Association, or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.

2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified paramedics performing services under this Agreement.

B. Advanced Cardiac Life Support (ACLS) Certification:

1. All paramedics shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the MVEMSA Medical Director and adequate to ensure competency in the skills included in the ACLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all ACLS qualified paramedics performing services under this Agreement.

C. Trauma Training:

1. All paramedics shall be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

D. Pediatric Education:

1. All paramedics shall be certified in one of the following pediatric training programs:
 - a. Pediatric Education for Prehospital Personnel (PEPP) Pediatric Advanced Life Support (PALS), or
 - b. Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the PEPP/PALS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement.

E. Bariatric Training:

Contractor's paramedics shall have specialized training for the safe movement and transport of morbidly obese patients.

10.7 EMT Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All EMT shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each EMT has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.

2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified EMTs performing services under this Agreement.

B. Bariatric Training:

Contractor's EMTs shall have specialized training for the safe movement and transport of morbidly obese patients.

10.8 Company Orientation

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by MVEMSA and include at a minimum:

1. Provider agency policies and procedures;
2. Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers;
3. Ambulance and equipment utilization and maintenance;
4. Continual orientation to customer service expectations;
5. Performance improvement, and
6. The billing and reimbursement process, and compliance.

10.9 EMS Orientation

A. Contractor shall ensure that all field personnel, not previously employed in Calaveras County attend a company orientation to the Calaveras County EMS System which shall be approved by MVEMSA.

- B. This orientation shall offer an overview of the Calaveras County EMS system, review of MVEMSA Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.10 Incident Management

- A. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training.

Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and MVEMSA Policy.

10.11 Multi-Casualty Response

- A. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under MVEMSA Multi-Casualty Incident Plan including training in the EMResource system and prepare them to function in the medical/health portion of the Incident Command System.
- B. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

10.12 Stress Management and Employee Resilience

- A. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- B. Contractor's programs and any changes made to the programs shall be approved by MVEMSA Executive Director.

10.13 Behavior Health Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.

10.14 Driver Training

- A. Contractor shall provide emergency vehicle operator's course (EVOC) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel

who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.

- B. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation for ambulance and field supervisory personnel.

10.15 Communicable Disease and Infection Control

- A. Contractor shall have a MVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. The Contractor shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

10.16 Additional Qualifications and Training

- A. Contractor may offer and/or require additional personnel qualifications and training beyond MVEMSA requirements.
- B. The County may add or delete requirements during the term of this Agreement as educational requirements change.

10.17 Workforce Wellness Program

Contractor will have an employee wellness programs to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.

10.18 Health and Safety

- A. Contractor shall have a MVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 - 1. Pre-screening of potential employees (including drug testing);

2. Initial and on-going driver training;
 3. Lifting technique training;
 4. Hazard reduction training;
 5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
 6. Involvement of employees in planning and executing its safety program; and
 7. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:
1. Gathering data on all incidents that occur among the Contractor's workforce;
 2. Analyzing the data to find causative factors and determine preventive measures;
 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
 4. Gathering health and safety information as required by law;
 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 6. Providing initial and on-going training on safe practices and interventions; and
 7. Providing safe equipment and vehicles.
- E. Contractor shall provide adequate Personal Protective Equipment ("PPE") to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to; rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by MVEMSA.

- F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
1. Head (i.e. safety helmet);
 2. Eyes (i.e. safety helmet face shield or goggles);
 3. Ear protection;
 4. Skin (i.e. jacket and gloves); and
 5. Respiratory protection (i.e. face masks and N95 masks).

10.19 Evolving OSHA and Other Regulatory Requirements

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.20 Support of Local EMS Training Activities

- A. In an effort to continually increase the level of training and bring new caregivers into Contractor's authorized response zone, Contractor shall:
1. Offer educational opportunities for EMT students to participate in ride-alongs on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor;
 2. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Calaveras County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program;
 3. Work cooperatively with other Calaveras County providers to sponsor annual educational events that will seek to include a broad spectrum of Calaveras County EMS system stakeholders, including emergency department physicians, nurses, dispatchers, fire service, helicopter service, and ambulance paramedics, and EMTs;

10.21 Participation in EMS System Development

MVEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. MVEMSA requires Contractor to actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

10.22 Community Education

- A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with MVEMSA, other public safety and EMS-related groups.

10.23 Environmentally Friendly Business Practices

It is the intent of the specifications, terms, and conditions within this Agreement to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

10.25 Conformity with Laws and Safety

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.26 Equal Employment Opportunity Practices Provisions

- A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

- C. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by MVEMSA, Contractor shall provide access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its sub-contracts.
- F. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- G. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its sub-contracts.

10.27 Drug Free Workplace

Contractor shall maintain a drug-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

10.28 Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.29 Accidents

- A. If a death, serious personal injury, vehicle accident or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of a MVEMSA Unusual Occurrence Report (as per MVEMSA Policy), Contractor shall immediately notify MVEMSA by contacting dispatch and speaking with MVEMSA Duty Officer on call.
- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant MVEMSA the opportunity to review and inspect such evidence, including the scene of the accident.

10.30 Worker's Compensation

Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from MVEMSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

SECTION 11: FISCAL REQUIREMENTS

11.1 Pricing, Billing, and Collections

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 3. Contractor shall not discount its rates less than the rates set forth in Exhibit 3, except where required by law (e.g., Medicare or Medicaid), patients enrolled in Contractor's membership program, special districts or where a patient meets Contractor's Compassionate Care Policy.
- C. Contractor shall submit any requested revisions to this list of charges to the MVEMSA Executive Director for approval prior to instituting any new charges. Such approval shall be in the sole discretion of MVEMSA Executive Director. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from MVEMSA or Calaveras County for the performance of any services described within this Agreement. Nothing herein shall prohibit MVEMSA from entering into a separate agreement(s) with Contractor.

11.2 Technology and Equipment Upgrade Fund

MVEMSA has created a Technology and Equipment Upgrade Fund. Contractor shall bill \$1.00 per mile transport mile and deposit actual collected funds to the Technology and Upgrade Equipment fund. Expenditures from the Fund shall be recommended by MVEMSA Medical Director, approved by the EMSC, and authorized by MVEMSA Executive Director for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following MVEMSA's fiscal year end June 30th (first payment due by August 15, 2020).

11.3 Dedicated Standby

Contractor may charge a reasonable fee to the responsible party(-ies) for a dedicated BLS or ALS standby ambulance at an event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.4 Medicare and Medi-Cal

Contractor will accept assignment from Medicare and Medi-Cal for patients meeting the medical necessity requirement.

11.5 Rate Adjustments

- A. MVEMSA's intent for this Agreement is to provide a business model that will provide a high quality, stable, long term, efficient and cost-effective 9-1-1 emergency ambulance service with advanced life support (ALS) and basic life support (BLS) transports.
- B. User fees identified in Exhibit 3 may be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations. MVEMSA recognizes that traditional CPI rate increases may not keep pace with Contractor's cost increases, and desires to ensure that Contractor's financial stability is balanced with the desire to keep ambulance fees as low as possible.
- C. In the event that CPI-based rate adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service. Should the Contractor, based on erosion of earnings, requires more than the CPI adjustment,, the Contractor may request an additional rate increase, which shall be subject to approval by the MVEMSA Executive Director in order to ensure a fair and appropriate cost to residents and visitors to the EOA service areas. The MVEMSA Executive Director's decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documentation may include but are not limited to system statements, audited financial report, collection rate and payer mix.
- D. The Contractor may propose rate changes to MVEMSA no more frequently than annually unless the Contractor can demonstrate to the satisfaction of MVEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.
- E. MVEMSA reserves the right, in its sole discretion, to conduct a local program audit in the event that the Contractor requests a fee increase in excess of ten percent (10%). Any increase of 10% or greater must be approved by the JPA Board of Directors. MVEMSA will require a program audit to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. MVEMSA will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested User Fee increase.

- F. User fees identified in Exhibit 3 including may be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations.

11.6 Billing and Collection Services

- A. Contractor shall contract for or self-operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.
- B. Contractor shall be responsible for humane billing and collection practices. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.
- C. Contractor's billing and collection practices shall not be burdensome or oppressive and will be in accordance with all State and Federal laws and regulations.
- D. Contractor's accounts receivable management system will be capable of timely response (within two [2] business days) to patient and third- party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.
- E. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
- F. Direct patient billing statements will be itemized so that all charges are clearly explained. Each charge to the patient shall be listed separately. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.
- G. Contractor shall not engage in collections at the time of service including but not limited to at-scene, en-route, or upon delivery of the patient unless approved by MVEMSA and in accordance with policies and procedures approved by MVEMSA.
- H. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- I. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.7 Financial Hardship Policy and County Programs

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. The policy shall extend discounts to patients who are at or below 250% of the Federal Poverty Level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as extenuating circumstances.

11.8 Accounting and Payments to MVEMSA

A. Invoicing and Payment for Service:

The Contractor shall pay MVEMSA on or before the 30th day after receipt of any invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to MVEMSA's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. MVEMSA warrants that the amounts payable are substantially less than its actual costs of providing such services.

B. Invoicing for Response Compliance Liquidated Damages:

MVEMSA will calculate and invoice monthly response compliance liquidated damages based on the finalized monthly compliance reports from First Watch.

C. MVEMSA Oversight & Monitoring Services

The Contractor shall transmit to MVEMSA an annual Oversight & Monitoring Service fee of \$4,143, consisting of a \$3,343 monitoring fee and a \$800 Education and Training fee. All fees will be invoiced by MVEMSA by January 1 of each calendar year and all fees will be payable within 60 calendar days unless a monthly or quarterly payment schedule is negotiated with MVEMSA.

D. FirstWatch Annual Support and Maintenance:

The Contractor will pay the current annual support and maintenance fees (\$3,799.32) relevant to the authorized response zone for the FirstWatch surveillance platform. Any changes to the current Contractor's ePCR program resulting in First Watch fees shall be paid by the Contractor. First Watch support and maintenance fees have a set annual increase of 3%.

Contractor shall pay all Liquidated Damages and/or other financial penalties to MVEMSA pursuant to the terms of this Agreement.

11.9 Taxes

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1 Training Documentation Retention

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this Agreement.

12.2 Audits and Inspections

- A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- B. With reasonable notification and during normal business hours, MVEMSA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to MVEMSA at MVEMSA office or other mutually agreeable location. MVEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts as legally permissible..
- C. Contractor shall make available a Year-end Financial Report to the MVEMSA Executive Director for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the MVEMSA Executive Director on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Calaveras County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Calaveras County contract services available to MVEMSA to audit as requested.
- D. Contractor may be required by MVEMSA to provide MVEMSA with periodic report(s) in the format approved by the MVEMSA Executive Director to demonstrate billing compliance with approved/specified rates.

12.3 Annual Performance Evaluation

- A. MVEMSA will evaluate the performance of the ambulance provider annually through the Emergency Medical Services Committee (EMSC) or a committee designated by the MVEMSA Executive Director. Contractor shall produce an annual performance report as required by the MVEMSA Executive Director, which at a minimum, shall include the following in the performance evaluation:
1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 2. Objective documentation of Contractor's compliance with Response Time Standards;
 3. Objective documentation of effectiveness of Contractor's quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Objective and auditable documentation of Contractor's financial performance and stability;
 5. Documentation of actions of Contractor's personnel in collaborating with MVEMSA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County;
 6. Objective and subjective documentation of satisfaction of Contractor's customers;
 7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4 Continuous Service Delivery

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with MVEMSA to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, Contractor agrees that there is a public health and safety obligation to assist MVEMSA in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 Material Breach and Provisions for Termination of This Agreement

- A. MVEMSA shall have the right to terminate this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to timely correct such material breach (if a right to cure is applicable) in accordance with Section 12.8 following the service on it of a written notice by MVEMSA specifying the material breach complained of and the date of intended termination of rights hereunder.

- B. MVEMSA reserves the right to immediately terminate this Agreement if in the reasonable determination of the MVEMSA Executive Director continued service by Contractor poses an immediate threat to public health and safety and such matter cannot be cured by Contractor within the time periods set forth below.

12.6 Definitions of Breach

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
1. Willful failure of Contractor to operate the 9-1-1 emergency ambulance services with advanced life support (ALS) and basic life support (BLS) transport system in a manner which enables MVEMSA or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated material breaches shall constitute a material breach;
 2. Willful falsification of data supplied to MVEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
 3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
 4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
 5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent proposal cycle;
 6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
 7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
 8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
 9. Repeated failure of Contractor to meet Response Time requirements after receiving notice of non-compliance from the MVEMSA Executive Director;

10. Repeated failure of Contractor to pay liquidated damages to MVEMSA on or before the 30th day after receipt of the invoice;
11. Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the MVEMSA Executive Director and/or MVEMSA Medical Director at any time during the course of this Agreement term;
12. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 5;
13. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
14. Any failure of performance, clinical or other, which is reasonably determined by the MVEMSA Executive Director and confirmed by the MVEMSA Medical Director to constitute an endangerment to public health and safety; or
15. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

12.7 MVEMSA's Remedies

A. Termination:

If conditions or circumstances constituting a material breach exist, MVEMSA shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.

B. Emergency Takeover

1. In the event MVEMSA terminates this Agreement for material breach, the MVEMSA may elect to exercise right of Emergency Takeover.
2. All MVEMSA's remedies shall be non-exclusive and shall be in addition to any other remedy available to the MVEMSA.

12.8 Provisions for Curing Material Breach

A. Specifications:

1. In the event the MVEMSA Executive Director determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, MVEMSA shall give Contractor written notice, by regular mail, , setting forth with reasonable specificity the nature of the material breach.
2. Except where MVEMSA Executive Director reasonably determines that the breach presents an immediate threat to public health and safety requiring an immediate

termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice (to the extent such matter may reasonably be cured within 30 days) and the reason such material breach endangers the public's health and safety. However, within three business days of receipt of such material breach notice, Contractor shall deliver to MVEMSA, in writing, a plan of action to cure such material breach unless such matter is of such nature that an immediate threat to the public health and safety is present requiring a response within 24 hours of Contractor's receipt of the material breach notice. If, within MVEMSA's reasonable determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to MVEMSA in a timely manner, MVEMSA terminate this Agreement and elect to Emergency Takeover as set forth in Section 12.7.

3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the Emergency Takeover. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the Emergency Takeover has been completed.
4. Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with MVEMSA to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the MVEMSA was made in error.
5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by MVEMSA, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

12.9 No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

12.10 Termination

A. Written Notice:

This Agreement may be canceled immediately by written mutual agreement of the Contractor and the MVEMSA.

B. Failure to Perform:

If Contractor fails to cure a material breach under the terms of Section 12.8 or the MVEMSA invokes an Emergency Takeover in accordance with Section 12.11 of this Agreement, MVEMSA, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, MVEMSA may proceed with the work in any reasonable manner it chooses. The cost to MVEMSA of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Calaveras County, without prejudice to MVEMSA's rights otherwise to recover its damages. MVEMSA and Contractor may meet and confer regarding MVEMSA's assumption of sums due to Contractor.

12.11 Emergency Takeover

A. Specifications:

1. In the event MVEMSA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in MVEMSA Executive Director's sole determination, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the MVEMSA JPA Board of Directors. If the Board concurs that a breach has occurred, and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with MVEMSA to affect an immediate takeover by MVEMSA of Contractor's ambulances and comfort stations. Such Emergency Takeovers shall be effected within not more than 72 hours after Board of Supervisors' action.
2. In the event of an Emergency Takeover, MVEMSA may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, for one dollar (\$1.00) per month per vehicle. MVEMSA may also lease Contractor's comfort stations for one dollar (\$1.00) per month per station. MVEMSA shall have full use of vehicles and equipment and may, at MVEMSA's sole option, hire another company or entity approved by MVEMSA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by MVEMSA in accordance with EMSA requirements. Such Emergency Takeover lease shall be subject to the terms of the Standby Lease Agreement attached as an Exhibit to this Agreement.

3. Contractor shall fully cooperate if MVEMSA elects to lease any or all service vehicles pursuant to the above provision. Alternatively, MVEMSA may elect to purchase the vehicles at their depreciated value as of the date of such election. MVEMSA shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
4. In the event of Emergency Takeover, Contractor shall deliver ambulances and comfort stations to MVEMSA in mitigation of any damages to MVEMSA resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by MVEMSA will be used for the sole purpose of ensuring continuous 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.
5. MVEMSA shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should MVEMSA require a substitute Contractor to obtain insurance on equipment, vehicles or rest stations, or should MVEMSA choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. All of Contractor's vehicles and related equipment necessary for provision of 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport services under this Agreement will be delivered to MVEMSA during an Emergency Takeover period. Contractor shall maintain and provide to MVEMSA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport emergency response hereunder shall be reported to MVEMSA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

12.12 "Lame Duck" Provisions

A. Conditions:

1. Contractor's obligations under this Agreement shall terminate upon the expiration of the Term hereunder. Notwithstanding the foregoing, should this Agreement not be renewed or extended due to an impending procurement process, Contractor agrees to reasonably continue to provide services required under this Agreement until the MVEMSA or a new entity approved by MVEMSA

assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an period not to exceed 180 days. To ensure continued performance consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

- a. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel.;
 - b. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service
 - c. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed;
 - d. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations;
 - e. MVEMSA recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. MVEMSA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc.; and
- B. The parties agree that under a Lame Duck Period, Contractor shall not be subject to:
1. The payment of any fees to the County, including oversight or related fees due under this Agreement

2. Response time damages due as a result of staffing issues experienced by Contractor that are unrelated to any actions taken by Contractor but are otherwise outside the control of Contractor and due to the transition of providers;
3. Community outreach or related obligations; or
4. Any obligations to upgrade, replace or acquire new equipment vehicles, software, systems or other matters set forth in this Agreement.

12.13 Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, emergency and ALS ambulance services, including 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) and Basic Life Support (BLS) Transport and those associated with employees.

12.14 Medicare Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

12.15 Health Insurance Portability and Accountability ACT (HIPAA)

A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the MVEMSA along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information.
2. Health Insurance Reform: Security Standards.
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

12.16 State and Local Regulations Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with MVEMSA policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

12.17 Permits and Licenses

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.
- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- C. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.18 Compliance with Laws and Regulations

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.19 Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

12.20 Retention of Records

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and

exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the MVEMSA, the State of California, and the United States Government.

12.21 Product Endorsement/Advertising

Contractor shall not use the name of Calaveras County or MVEMSA for the endorsement of any commercial products or services without the prior express written permission of MVEMSA Executive Director.

12.22 Observation and Inspections

- A. An MVEMSA representative may ride along on any of Contractor's ambulances or Supervisor Vehicles at any time, subject to applicable law to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following MVEMSA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.
- B. An MVEMSA representative may inspect any of Contractor's ambulances or Supervisor Vehicles at any time to ensure they meet the requirements of this Agreement.
- C. At any time during normal business hours and as often as may be reasonably deemed necessary by MVEMSA, MVEMSA representatives may observe Contractor's office operations, and Contractor shall make available to MVEMSA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. MVEMSA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for MVEMSA to fulfill its oversight role, as applicable by law .
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at MVEMSA. Contractor shall also ensure remote access to same for authorized personnel as specified by MVEMSA Executive Director at Contractor's cost.

12.23 Omnibus Provision

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books,

documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.24 Rights and Remedies Not Waived

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the MVEMSA, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

12.25 Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Calaveras County, California.

12.26 End-Term Provisions

Contractor shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.27 Cost of Enforcement

If MVEMSA or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.28 Independent Contractor

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the MVEMSA in any capacity whatsoever, and MVEMSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment

insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold MVEMSA harmless from any and all liability which MVEMSA may incur because of Contractor's failure to pay such amounts.

- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of MVEMSA.
- D. Contractor does, by this Agreement, agree to perform her/his said work and functions at all times in strict accordance with currently approved methods and practices in her/his field and that the sole interest of MVEMSA is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the MVEMSA concerned.
- E. Notwithstanding the foregoing, if the MVEMSA determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, MVEMSA may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

12.29 Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify MVEMSA and Calaveras County, its Board of Supervisors & Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The MVEMSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to MVEMSA, including defense costs, and shall not be limited by any insurance limits.

12.30 Insurance

Contractor shall at all times during the term of the Agreement with MVEMSA maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The MVEMSA and all parties as set forth on Exhibit 4 shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the MVEMSA, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to MVEMSA. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the MVEMSA before MVEMSA's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.31 Performance Security

Contractor must be able to obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee equivalent to three (3) months of operating expenses in the form of cash or letter of credit or performance security bond. This is one option:

A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to MVEMSA.

12.32 Conflicts of Interest; Confidentiality

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the MVEMSA that Contractor has no present, and will have no future, conflict of interest between providing the MVEMSA services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the MVEMSA, as determined in the reasonable judgment of the MVEMSA JPA Board of Directors.

12.33 Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

12.34 Debarment and Suspension Certification

- A. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to, 29 CFR 97.35, 45 CFR 75.213 and Executive Order 12549. By signing this Agreement Contractor certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and
 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

12.35 Ownership of Documents

- A. Contractor hereby assigns to the MVEMSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the MVEMSA, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
- B. Contractor also hereby assigns to the MVEMSA and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.
- C. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by MVEMSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the MVEMSA and any assignee of the MVEMSA an express royalty – free license to retain and use said Documents and Materials. The MVEMSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in this Agreement have been fully performed or paid for.
- D. In Contractor's contracts with sub-contractors, Contractor shall expressly obligate its Sub-Contractors to grant the MVEMSA the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the MVEMSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

- E. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold the MVEMSA harmless from any claims for infringement of patent or copyright arising out of such selection. The MVEMSA's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

12.36 Modification and Amendment

The terms of this Agreement may be modified by mutual consent of MVEMSA and the Contractor in writing. Acceptable modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical care. This includes but may not be limited to: 1. modifying rates of patient charges; 2. waiving, increasing or reducing liquidated damages; 3. modifying Response Time Standards and/or response patterns; or 4. implementing case management, alternative destination, non-ambulance transport programs and/or assess, treat, and refer programs as they evolve in Calaveras County and/or California based on emerging clinical evidence or science. If an agreed-to modification requires approval by EMS Authority, Contractor agrees to assist in obtaining that approval, if requested by MVEMSA Executive Director. All changes to the Agreement shall be approved by MVEMSA Executive Director following standard contract amendment procedures.

12.37 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Ebbetts Pass Fire District**

_____	_____	_____
Contractor Signature	Date	Michael Barr, President

By: **MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY**

_____	_____	_____
Executive Director Signature	Date	Lance Doyle, Executive Director Name

EXHIBIT 1: DEFINITIONS AND TERMS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The agreement between MVEMSA and Contractor awarded pursuant to the 9-1-1 Emergency Ambulance Services with ALS and BLS Transports Request for Proposal solicitation.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one paramedic.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that can carry very large patients.

Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

Code 2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code 3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuity of Operations Plan – Continuity of Operations Plan (COOP) is part of a principle called continuity of operations that helps to ensure trouble-free operations through unanticipated events.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Systems - The information technology infrastructure of Calaveras County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - Calaveras County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Center – The Calaveras County Sheriff Dispatch Center is the MVEMSA authorized emergency medical dispatch center that is a 911 public safety answering point or secondary 911 public safety answering point for all of Calaveras County.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Care Committee (EMCC) - Health & Safety Code 1797.274 and 1797.276, establishes an EMCC with membership prescribed and appointed by the County Board of Supervisors. The EMCC acts as an advisory body to its Board of Supervisors and MVEMSA on all matters relating to the delivery of emergency medical services.

Emergency Medical Dispatch (EMD) – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service. EMD includes but is not limited to personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

EMResource - an Internet-based resource management and communication tool developed by Infinity Healthcare to manage real-time hospital status, ambulance diversion and other functions such as bio-surveillance, mass casualty resources, public health alerts and disease tracking.

EMS Agency – the Mountain-Valley EMS Agency (MVEMSA) is a State and County authorized service agency to coordinate and regulate local emergency service for a 5 county EMS system in California including Calaveras County.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

En-Route Time (Out of Chute) – The elapsed time from unit alert to unit en-route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Fire First Responder – EMR, BLS and ALS Fire departments in the Calaveras County JPA.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Fractile Basis – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Key Employee - Employees of the Contractor jointly identified by MVEMSA and the Contractor as possessing unique skill and experience that was a material consideration in MVEMSA's decision to award a contract.

LEMSA – Local EMS Agency. The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated under Health & Safety Code Sections 1797.200 et seq. Local EMS Agency; see MVEMSA.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

MHOAC - The Medical Health Operational Area Coordinator (MHOAC) Program is authorized by the California Health and Safety Code Section 1797.153. The MHOAC position represents the single point of contact for the MHOAC program and is responsible for monitoring and ensuring adequate medical and health resources are in place during a local emergency.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Director – shall mean the MVEMSA Medical Director, contracted to oversee the medical control and quality assurance programs of the Calaveras County EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance – shall refer to: 1. responses into the Calaveras County EOA's from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2. responses by the Contractor to service areas outside the Calaveras County EOA's for the purpose of assisting the ground transport provider in that service area.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician, and whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Calaveras County shall be one (1) paramedic and one (1) EMT.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time Exception – A variance from Response Time standards which when approved by MVEMSA is deemed a compliant call at the Response Time Standard and shall be included in Response Time compliance calculations.

Response Time Exemption – A late or specified other response which when approved by MVEMSA shall be excluded from Response Time compliance calculations and financial damages.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Time Compliance Zone - There are five (5) Response Time Compliance Zones in the EOA. These zones may contain a mix of urban/suburban, rural and remote/wilderness Response Time Areas.

Rural (Response Area)- The term used to denote a response area that consists of grids that contain between 8 and 50 people per square mile based on US Census and and/or geographical constraints.

Secondary Public Safety Answering Point - A Secondary PSAP is able to receive voice and data of an Enhanced 911 call transferred from a Primary PSAP, and to complete the 911 process by dispatching law enforcement, ambulances, firefighters or other responders.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

Suburban (Response Area)- The term used to denote a response area that consists of grids that contain between 51 and 100 people per square mile based on US Census and and/or geographical constraints.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

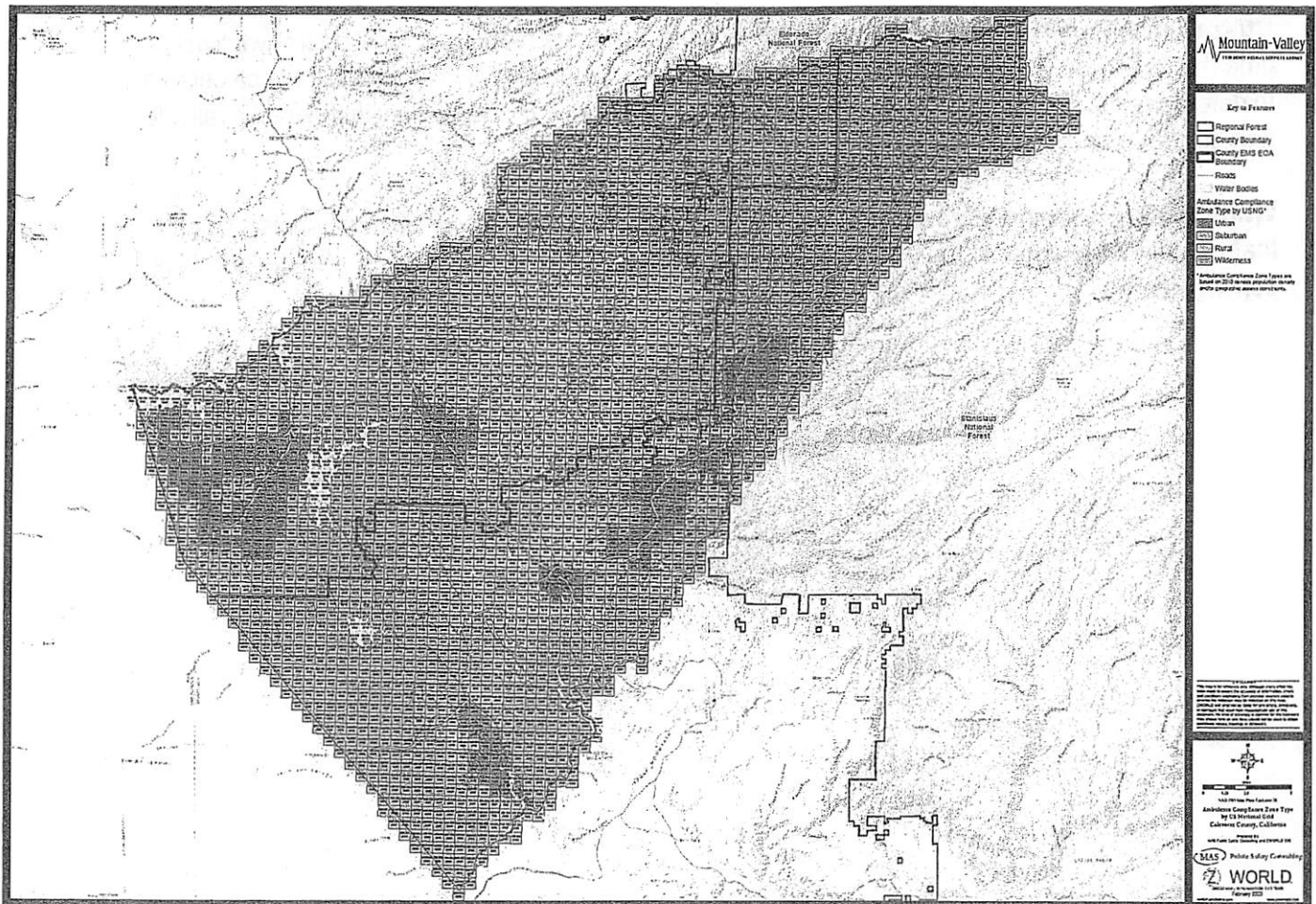
Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Urban (Response Area)- The term used to denote a response area that consists of grids that contain greater than 100 people per square mile based on US Census and and/or geographical constraints.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Wilderness (Response Area)- The term used to denote a response area that consists of grids that contain less than 8 people per square mile based on US Census and and/or geographical constraints.

EXHIBIT 2: COUNTY OF CALAVERAS AMBULANCE RESPONSE AREAS



Calaveras County East Zone

Grids by Response Area

URBAN

10SGH2527; 10SGH2627-2628; 10SGH2727-2728; 10SGH2827-2829; 10SGH2928;
10SGH2931; 10SGH2931; 10SGH2933-2936; 10SGH3028-3029; 10SGH3033-3036;
10SGH3133-3136; 10SGH3234-3238; 10SGH3334-3338; 10SGH3437-3438

SUBURBAN

10SGH2833-2837; 10SGH2927; 10SGH2932; 10SGH2937; 10SGH3031; 10SGH3037;
10SGH3130; 10SGH3137-3138; 10SGH3230; 10SGH3435-3436; 10SGH3536-3537;
10SGH3741; 10SGH3841-3843; 10SGH3943-3944

RURAL

10SGH2327-2329; 10SGH2427-2430; 10SGH2526-2530; 10SGH2626; 10SGH2629-2630;
10SGH2729; 10SGH2830; 10SGH2929-2930; 10SGH3030; 10SGH3032; 10SGH3233;
10SGH3742; 10SGH3839-3840; 10SGH3939-3940; 10SGH3942; 10SGH4043-4044

WILDERNESS

10SGH2730-2731; 10SGH2831-2832; 10SGH2838-2841; 10SGH2926; 10SGH2938-2941;
10SGH2945-2950; 10SGH3024-3027; 10SGH3038-3051; 10SGH3126-3129; 10SGH3131-
3132; 10SGH3139-3151; 10SGH3227-3229; 10SGH3231-3232; 10SGH3239-3251;
10SGH3328-3333; 10SGH3339-3351; 10SGH3430-3434; 10SGH3439-3451; 10SGH3532-
3535; 10SGH3538-3551; 10SGH3634-3651; 10SGH3735-3740; 10SGH3743-3751;
10SGH3837-3838; 10SGH3844-3851; 10SGH3941; 10SGH3945-3963; 10SGH4041-4042;
10SGH4045-4063; 10SGH4141-4163; 10SGH4243-4264; 10SGH4344-4365; 10SGH4445-
4465; 10SGH4547-4564; 10SGH4649-4664; 10SGH4751-4764; 10SGH4851-4864;
10SGH4952-4964; 10SGH5053-5064; 10SGH5153-5165; 10SGH5254-5265; 10SGH5354-
5366; 10SGH5454-5466; 10SGH5555-5566; 10SGH5655-5660; 10SGH5756-5760;
10SGH5856-5859; 10SGH5957-5959; 10SGH6057-6058

EXHIBIT 3: CONTRACTOR USER FEES

Contractor shall be entitled to charge patient for the services rendered according to the patient fee schedule below:

Contractor's User Fees – 9-1-1 System	
Base Rate (ALS 1 Emergency)	\$2,679.55
Base Rate (ALS 2 Emergency)	\$3,427.33
Base Rate (ALS Non-Emergency)	\$1,931.77
Base Rate (BLS Emergency)	\$1,900.61
Base Rate (BLS Non-Emergency)	\$1,152.83
CCT Base Rate	\$4,175.11
Wait Time (15 min.)	\$62.32
Night Charge (7pm – 7am)	\$274.19
Mileage	\$74.78/mile
Technology and Equipment Upgrade Fund	\$1.00/mile
Treat, Non-transport rate	\$934.73

PROCEDURES

Oxygen \$244.27

Ventilator / CPAP \$492.29

Spinal Immobilization \$142.08

Venipuncture \$209.38

Advanced Airway \$215.61

Major Trauma / Burn \$207.51

Splinting \$124.32

OB \$107.18

MEDICATIONS

Adenosine \$281.35
Aspirin (324mg) \$4.67
Atropine \$137.09
Calcium Chloride \$132.11
Dextrose \$186.95
Diphenhydramine \$88.49
Epinephrine 1:10,000 \$137.09
Epinephrine 1:1,000 \$125.25
Fentanyl (100mcg) \$87.24
Glucagon \$383.86
Glucose Paste \$57.02
Lidocaine 2% \$83.19
Lidocaine Drip \$139.59
Midazolam (Versed) \$58.89
Morphine (10mg) \$89.73
Naloxone (2mg) \$210.62
Nitroglycerine (0.4mg) \$39.88
Proventil \$22.43
Sodium Bicarb. \$186.95
Zofran \$39.99
ALS Standby (hourly) \$175.00
BLS Standby (hourly) \$125.00

No rate increase will be considered for the first year of the contract.

1. The purpose of this agreement is to establish the terms and conditions for the provision of emergency ambulance services with ALS & BLS transport by MVE/MSA to Amador County. This agreement shall be subject to the terms and conditions of the contract between MVE/MSA and Amador County.

2. The services provided by MVE/MSA shall include the following:

- a. Transport of patients from the scene of an emergency to the nearest appropriate medical facility.
- b. Provision of basic life support (BLS) services, including cardiopulmonary resuscitation, oxygen administration, and first aid.
- c. Provision of advanced life support (ALS) services, including the use of medical equipment and the administration of medications.
- d. Provision of patient care services, including assessment, monitoring, and documentation.
- e. Provision of patient education services, including instruction on the use of medical equipment and the administration of medications.

3. The services provided by MVE/MSA shall be subject to the following conditions:

- a. The services shall be provided only in the event of an emergency.
- b. The services shall be provided only to patients who are unable to transport themselves to the nearest appropriate medical facility.
- c. The services shall be provided only to patients who are in need of medical attention.
- d. The services shall be provided only to patients who are in need of transport to the nearest appropriate medical facility.
- e. The services shall be provided only to patients who are in need of ALS or BLS services.

4. The services provided by MVE/MSA shall be subject to the following limitations:

- a. The services shall not be provided to patients who are not in need of medical attention.
- b. The services shall not be provided to patients who are not in need of transport to the nearest appropriate medical facility.
- c. The services shall not be provided to patients who are not in need of ALS or BLS services.
- d. The services shall not be provided to patients who are not in need of medical attention.
- e. The services shall not be provided to patients who are not in need of transport to the nearest appropriate medical facility.

5. The services provided by MVE/MSA shall be subject to the following terms and conditions:

- a. The services shall be provided only in the event of an emergency.
- b. The services shall be provided only to patients who are unable to transport themselves to the nearest appropriate medical facility.
- c. The services shall be provided only to patients who are in need of medical attention.
- d. The services shall be provided only to patients who are in need of transport to the nearest appropriate medical facility.
- e. The services shall be provided only to patients who are in need of ALS or BLS services.

EXHIBIT 4: MINIMUM INSURANCE STANDARDS

Provide evidence of insurance for each of the categories below:

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$3,000,000 – Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation	As required by the State of California
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$3,000,000 - per occurrence, \$4,000,000 aggregate
<input type="checkbox"/>	Cyber Liability	To be carried at all times during the term of the Contract and for three years thereafter.*

*If the work involves services or goods related to computers, networks, systems, storage, or access to EMS Agency data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

A. Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to MVEMSA data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to MVEMSA. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

B. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

EXHIBIT 5: STANDBY LEASE AGREEMENT

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of January 1, 2020, between the Mountain-Valley Emergency Medical Services Agency in the County of Calaveras, ("Lessee" or "MVEMSA"), and Ebbetts Pass Fire District ("Lessor" or "Contractor");

WHEREAS, Lessor and Lessee have entered into a 9-1-1 Emergency Ambulance Services with Advanced Life Support ("ALS") Transport and Basic Life Support (BLS) Transport Agreement ("9-1-1 Agreement"), that permits the Lessee to take over the 9-1-1 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 9-1-1 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. **Lease of Equipment.** Lessee leases from Lessor the Equipment specified on Schedule "A." Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. **Conditions Precedent to Lease.** The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 9-1-1 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 9-1-1 Agreement; and d) Lessee delivers to Lessor a certificate from the County certifying that the County has elected to take over the 9-1-1 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. **Term.** The term of this Lease shall commence upon Lessee's satisfaction of the condition's precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. **Rent.** Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 12.11 of the 9-1-1 Emergency Ambulance Services with Advanced Life Support ("ALS") Transport and Basic Life Support (BLS) Transport Agreement, dated January 1, 2020. Any nonpayment of Rent or other amounts payable under this

Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the higher rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law.

5. Use. The Equipment will be used for operating the 9-1-1 system. Lessee shall not remove the Equipment from County without obtaining Lessor's prior written consent.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.
7. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
10. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
11. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance

with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

12. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.
14. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.
15. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
 - a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
16. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return

receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 9-1-1 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

17. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto): a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; b) may be amended only by written instrument executed by both parties; c) may not be assigned by either party without the written consent of the other party; d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; e) shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and g) shall not be effective until executed by both parties.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

Mountain Valley Emergency Medical Services
Agency

By: _____
Executive Director, MVEMSA

Date: _____

Ebbetts Pass Fire District

By: _____
President
Board of Directors

Date: _____

LEASED EQUIPMENT ATTACHMENT (Schedule A)

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time breach is declared; and
2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 9-1-1 Agreement prior to emergency take over and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and
3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters (1037 Blagen Rd., Arnold, CA 95223).

EBBETTS PASS FIRE PROTECTION DISTRICT FIRE ORDINANCE **20120208**

AN ORDINANCE OF THE EBBETTS PASS FIRE PROTECTION DISTRICT
REPLACING ALL EXISTING EPFD FIRE ORDINANCES

EBBETTS PASS FIRE PROTECTION DISTRICT
FIRE ORDINANCE ~~20120208~~

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~~20182020~~

~~20120208~~

INTRODUCTION

Within the boundaries of the Ebbetts Fire Protection District, fire and life safety regulations are enforced by:

1. The California Department of Forestry and Fire Protection, by the application and enforcement of regulations contained in Public Resources Code 4290 and 4291.
2. The County of Calaveras, by the application and enforcement of codes contained in the California Building Code, the California Fire Code and other such regulations as may be contained in the Calaveras County Code of Ordinances and
3. The Ebbetts Pass Fire Protection District by the application and enforcement of various amendments to the above-mentioned codes as contained in Ebbetts Pass Fire District Ordinance ~~2019~~2020~~8~~.

TITLE: Ebbetts Pass Fire District Ordinance ~~2018~~-2020

An ordinance of the Ebbetts Pass Fire Protection District ("EPFD"), hereinafter referred to as EPFD Ordinance ~~2019~~2020~~8~~, adopting the provisions, with certain amendments made based upon findings of fact, of the most recent editions of the California Fire Code, Calaveras County Fire and Life Safety Regulations and California Public Resources Code 4290 and 4291, 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 Ebbetts Pass Fire Protection District; providing for the issuance of permits and collection of fees therefor; and repealing Ordinance 2018~~2~~ of the Ebbetts Pass Fire Protection District and all other ordinances and parts of ordinances in conflict therewith.

SECTION 1: ADOPTION

The Board of Directors of the **EBBETTS PASS FIRE PROTECTION DISTRICT** ordains as follows:

1.1. That a certain document, three (3) copies of which are on file in the office of EPFD Station One, being marked and designated as the California Fire Code, 2013 edition, including Appendix B, Appendix C, and Appendix D, as published by the International Code Council, is hereby adopted with certain amendments as specified below as the Ebbetts Pass Fire Protection District Fire Ordinance ~~2018~~-2020 in the State of California 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 as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in this office of the Ebbetts Pass Fire Protection District are hereby referred to and adopted and made part of, as fully set out in EPFD Ordinance ~~2019~~2020~~8~~, with the additions, amendments, insertions, deletions and changes, if any, as prescribed below.

1.2. That the geographic limits referred to in certain sections of the 2013 California Fire Code are established, unless

otherwise approved by the District's Fire Code Official, as being within the boundaries of the Ebbetts Pass Fire Protection District.

1.3. That the Ebbetts Pass Fire Protection District additionally adopts by reference the most current published version of the California Public Resources Codes (PRC), Section 8.10 of the Calaveras County Code of Ordinances, Ebbetts Pass Fire District Clearance Requirements for Unimproved Lots, and declares such codes are fully in force and in effect as though fully set forth herein except as the same may be modified by the amendments and additions thereto hereinafter set forth below.

1.4. That the California Fire Code, Calaveras County Code of Fire and Life Safety Regulations and the California Public Resources Code 4290 and 4291 as adopted by EPFD have been modified as described below in order to establish a more restrictive standard deemed reasonably necessary because of local climatic, geologic or topographical conditions.

Amendments to the above-referenced codes can be found in the Amendment and Addition Matrix below. A more detailed description can be found in Appendix A.

AMENDMENT SUMMARY MATRIX – See Appendix A for a more detailed description

Referenced Code	Referenced Code Section	Title/Subject	EPFD Ordinance Section
California Fire Code	104.2	Applications/Permits	4.1
Calaveras County Code	8.10.320	Fire Management Plans	4.3
California Fire Code	3404.1	Flammable Liquid Storage	5.1
California Fire Code	3804.2	Installation of LPG Tanks	5.2A
California Fire Code	3807	LPG Safety Devices	5.2.B - D
California Fire Code	3308	Fireworks	6
California Fire Code	907.2	Automatic Fire Detection Systems-New Buildings	7.1 and 7.5
California Fire Code	907.3	Automatic Fire Detection Systems-Existing Buildings	7.2 and 7.5
California Fire Code	907.7.5	Automatic Fire Detection and Automatic Fire Sprinkler Systems-Monitoring	7.4
California Fire Code	903.2	Automatic Fire Sprinkler Systems-New Buildings	7.8
California Fire Code	903.6	Automatic Fire Sprinkler Systems-Existing Buildings	7.8
California Fire Code	903.3	Automatic Fire Sprinkler Systems-Installation	7.9
California Fire Code	904.4	Automatic Fire Sprinkler Systems-Inspection/Testing	7.9/7.10
Calaveras County Code	8.10.340	Roads and Driveways	8.2
California Fire Code	Appendix D	Fire Apparatus Access Roads	8.2
Calaveras County Code	8.10.200	Premises Identification	8.5 - 8.7
Public Resources Code	4291 (a) and 4290	Defensible Space	9.4
California Fire Code	4601	Existing Buildings – Adequate Water Supplies	10.3
Calaveras County Code	8.10.520	Water Supply Systems	10.4 - 10.5
California Fire Code	Appendix C C105	Distribution of Fire Hydrants	10.10 - 10.12
California Fire Code	507.5.4/507.5.5/507.5.6	Hydrant Protection and Marking	10.19 - 10.28

1.5. That Ordinance 2018~~2~~ of the Ebbetts Pass Fire Protection District entitled Ebbetts Pass Fire Protection District Fire

Ordinance 2018~~2~~ is hereby repealed and replaced in its entirety.

1.6. That if any section, subsection, sentence, clause or phrase of EPFD Ordinance ~~2018-2020~~ is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of EPFD Ordinance ~~201920208~~. The Board of Directors of the Ebbetts Pass Fire Protection District hereby declares that it would have passed EPFD Ordinance ~~201920208~~, and each section, subsection, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

1.7. That nothing in EPFD Ordinance ~~2018-2020~~ or in the Fire Code hereby adopted by reference shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1.5 of EPFD Ordinance ~~201920208~~; nor shall any just or legal right or remedy of any character be lost, impaired or affected by EPFD Ordinance ~~201920208~~.

1.8. That the Ebbetts Pass Fire Protection District is hereby ordered and directed to cause EPFD Ordinance ~~2018-2020~~ to be published and or posted in accordance with Government Code 25124.

1.9. That EPFD Ordinance ~~2018-2020~~ and the rules, regulations, provisions, requirements, orders and matters established and adopted shall take place and be in full force and effect 30 days from and after the date of its final passage and adoption.

SECTION 2: FINDINGS OF FACT AND AMENDMENTS TO ADOPTED CODES

Findings of Fact and Amendments to Adopted Codes

2.1. The Board of Directors of the Ebbetts Pass Fire Protection District finds that the unique characteristics of the topography, geography, and climatic conditions within the District, combined with the intermix of residential and commercial structures within the wildlands of the District, requires modifications/amendments of the California Fire Code, California Public Resources Codes and other such administrative codes in order to better protect the health, safety, welfare, material wealth, and economic well-being of the residents and property owners within the area known as the Ebbetts Pass Fire Protection District. These modifications/amendments to State and Local Government (County) adopted standards are found reasonably necessary because of the "Findings of Fact" adopted as part of EPFD Ordinance ~~201920208~~.

2.2. Within the adoptive ordinance, specific amendments have been established which are more restrictive in nature than those adopted by the State of California commonly referred to as the California Fire Code, and the Public Resources Codes, and the Calaveras County Fire and Life Safety Code. These amendments have been recognized by the Ebbetts Pass Fire Protection District to address the fire protection problems, concerns and future direction by which the District can establish and maintain an environment which will work toward affording a level of safety to all who live, work and visit within its boundary.

2.3. Pursuant to Section 4117 of the Public Resources Code, Section 13869.7 (A) of the Fire Protection District Law and Sections 17958.5 and 17958.7 of the Health and Safety Code, the report contained herein is submitted as the "Findings of Fact" document with regard to the adopting ordinance of the Ebbetts Pass Fire Protection District.

2.4. Under the provisions of Section 17958.5 of the Health and Safety Code, local amendments of State adopted standards shall be based on CLIMATE, GEOGRAPHICAL, and TOPOGRAPHICAL conditions. The Findings of Fact contained herein shall address each of these situations and shall present the local situation which, either singularly or in combination, caused the established amendments to be adopted. Additionally, the California Department of Forestry and Fire Protection (Cal-Fire) has determined that the State Responsibility Areas (SRA) within the County of Calaveras, where in which the Ebbetts Pass Fire Protection District is located, to be a "Very High Fire Hazard Zone.

Finding of Facts –Climatic Considerations

2.5. The Ebbetts Pass Fire Protection District is located within the heart of the Stanislaus National Forest. Elevations within the District range from 2,500 to 5,500 feet. The annual rainfall averages 21 inches; very often diminished rainfall amounts create a condition of drought and extreme fire danger. Most precipitation falls between the months of November and April. Snowfall can vary from an average of one to four feet in commercial areas of the District and between two to six feet in those residential areas at the higher elevations.

During dry periods of the year between May and November, high temperatures average 90-95 degrees. Low fuel moistures, relative humidity and high burn indexes are the norm for six months or more of each year. "Red flag" conditions are common. In combination, these conditions subject the District to severe and often critical fire seasons most every year.

The temperature and terrain features also blend to create gusty, prevailing winds and wind changes to occur regularly, further adding to the dry conditions and flammability of wildland fuels. During the winter season, snowfalls create problems in regard to access, response times and premises identification, with snowfall amounts varying from year to year. The Fire District is dependent upon local snow removal contractors for keeping access roads clear. Snow removal from private driveways and roadways is the responsibility of property owners.

Findings of Fact–Geographical and Topographical Considerations

2.6. The vast majority of structures within the Ebbetts Pass Fire Protection District lie upon moderate to steep sloping terrain features amid varying types of 10-hour, 100-hour and 1,000-hour fuel types. It is most common for residential structures to be built into, and blended in, with the timber and wildland vegetation common to these elevations. The District is a true example of mixing urban development within the wildlands that has commonly become known as the urban/wildland intermix. Fuel loads average 45 to 80 tons per acre in developed residential areas and 80-125 tons per acre in adjacent areas. Geographical and terrain features are such that residential structures have been built on slopes, in chimneys, and on ridge tops. Long, narrow, steep driveways are common, limiting access to individual properties and dwellings.

Ingress and egress from residential developments all originate from State Highway 4. Many of the ingress roads are narrow and substandard, built prior to the adoption of road standards. In the majority of residential developments, most subdivision streets converge onto one main artery which in turn, intersects with the State Highway. This creates the potential for heavy traffic congestion should the need for evacuation occur. Congestion is common during peak seasons when rentals and second homes are likely to be occupied. Peak seasonal periods coincide with the fire season.

Amendments to Adopted Codes

2.7. To mitigate the potential of devastating loss of property and life which can result from the wildland/intermix fire and the effect of the above-described combination of climatic, geographical and topographical factors on the ability of fire suppression forces to manage the wildland intermix fire, the Ebbetts Pass Fire Protection District has incorporated amendments and modification of the California Fire Code, Public Resources Code and other published fire and life safety standards.

2.8. **Building Fires:** The amendments and modifications to the aforementioned are deemed reasonably necessary to support the District's efforts to keep Building fires small so they can be controlled by a limited number of resources before spreading to the wildland. It is believed that more restrictive requirements pertaining to the installation of Automatic Fire Detection systems which provide for the early detection of fires, Automatic Fire Extinguishing Systems, and Automatic Fire Sprinkler Systems that suppress fires before they become large, the use of fire resistive building materials, the provision of adequate water supplies for fire suppression, and improved access support that effort.

2.9. **Wildland Fires:** The amendments and modifications to the aforementioned codes are deemed reasonably necessary to the District's efforts to keep wildland fires originating within the District's boundaries small so they too can be controlled by a limited number of resources before becoming a conflagration. It is believed that more

restrictive requirements pertaining to clearance of defensible space around structures and the reduction of fuel loads on unimproved properties within and adjacent to, residential and commercial developments support that effort.

2.10. Finding: It is the District's finding that the modifications to the adopted standards contained herein are reasonably necessary to:

1. Provide early detection of building fires which provides increased opportunity to contain the fire to the Building and help prevent spread to the wildland; and
2. Amendments related to fuel loads on lots and around structures also help provide increased opportunities for rapid control of a wildland fire and the prevention of a conflagration as well as provide added elements of safety for fire suppression forces.

While it is clearly understood that the adoption of such regulations may not prevent the incidence of fire, the ongoing enforcement of the California Fire Code, Public Resources Codes, Calaveras County Fire and Life Safety Code, and the amendments to those Codes contained herein, may reduce the severity and potential loss of life and property within the boundaries of the Ebbetts Pass Fire Protection District

SECTION 3: DEFINITIONS

3.1. Access Ways and/or Roads: A road or means that provides fire apparatus and/or firefighting personnel access from a fire station to a Building, facility, or portion thereof. This is a general term inclusive of all other terms such as, but not necessarily limited to, fire lane, public street, private street, parking lot lane and access roadway.

3.2. Adequate Water Supply: Adequate Water Supply shall mean the available water flow (amount), supply (duration) and access (location) which the Fire Code Official or designee determines is necessary to protect any Building(s), structures, developments, or potential developments. This shall include private residential, commercial, and public Buildings on land to be developed or improved. This shall include adequate water flow and supply (duration) for potential Building/improvements on lots or parcels created for development as part of a subdivision of land.

3.3. Alternate Means of Compliance: An alternative method to meet the intent of a regulation or requirement allowed by the Fire Code Official which provides the same overall practical effect of the regulation or requirement.

3.4. Approved: Approved shall mean meeting all the requirements of the Fire Code Official as to the location, size, type of material and manner of installation.

3.5. Automatic Fire-Detection System: Approved heat or smoke detection devices, equipment and systems or combinations of systems used to detect a fire, activate an alarm, communicate the activation of a detection device to audible alarms and signal monitoring station, or any combination thereof.

3.6. Automatic Fire-Extinguishing System: An approved system of devices and equipment which automatically detects a fire and discharges an approved fire-extinguishing agent onto or in the area of a fire.

3.7. Automatic Fire-Sprinkler System: An Automatic Fire Sprinkler System, for fire protection purposes, is an approved integrated system of underground and overhead piping designed in accordance with fire protection engineering standards. The system includes a suitable water supply. The portion above ground is a network of specially sized piping to which automatic sprinklers are connected in a systematic pattern. The system is usually activated by heat from a fire and discharges water over the fire area. The system may also include fire flow alarms which sound upon activation of a sprinkler head. The system may also include communications equipment which, upon activation of a fire flow alarm, sends a signal to a monitoring (signal) station.

The system may also include Post Indicator Valves (PIV) which can control the water which supplies various zones or areas of the extinguishing system. PIVs may also have communication devices which monitor whether the valve is opened or closed and sends a signal to a monitoring (signal) station should the valve be closed. A system may also include fire department connections for the purpose of adding additional water pressure to the system during a fire event by using fire apparatus pumps.

3.8. Board: Board shall mean the Board of Directors of the Ebbetts Pass Fire Protection District.

3.9. Building: Building shall mean any structure built upon any lot, parcel, or property within the jurisdiction of the Ebbetts Pass Fire Protection District including, but not limited to, any dwelling

classified as residential, commercial, and accessory.

3.10. Central Signal Station: An approved, certified and/or licensed location or facility staffed and equipped to monitor alarm systems and notify emergency services that a fire alarm system, Automatic Fire Protection System, Fire Sprinkler System, Automatic Fire Extinguishing System or other such fire protection devices have been activated.

3.11. Chief: Chief shall mean the Chief Officer of the Ebbetts Pass Fire Protection District having responsibility for the enforcement of this code and/or his/her authorized representative.

3.12. Commercial Building: Commercial Building shall mean any Building, dwelling, apartment, condominium, townhouse, motel, bed and breakfast or room used as a place of business, or any room, apartment, dwelling or Building rented or leased to others. Exception: Single Family Residential Dwellings having fewer than two dwelling units.

3.13. Developer: Developer shall mean any lot owner, parcel owner or other person, firm, corporation, association, partnership, trust, company, public or private, responsible for the improvement of land or project in question, be it for private or public use.

3.14. Development Project: Any project undertaken for the purpose of development, including a project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.

3.15. Division of Land: A Division of Land shall mean the division, by any entity or developer, of any unit or units of improved or unimproved land or any portion thereof, shown on the most current equalized county assessment roll as a unit or contiguous units, for the purpose of sale, lease, financing, transfer, or building development, whether immediate or future. Property shall be considered as contiguous units even if separated by roads, streets, utility easements or railroad right-of-ways.

3.16. Facilities: Facilities shall mean such water mains, fire hydrants, appliances, appurtenances, Buildings, equipment, etc. thereto as are necessary for fire protection.

3.17. Fire Code Official: Fire Code Official shall mean the person(s) appointed by the Fire Chief to enforce the EPFD Fire Ordinance. The Fire Code Official may have various titles related to the specific duties to which they are assigned. The Fire Code Official is authorized by the Board of Directors of the Ebbetts Pass Fire District to enforce EPFD Ordinance ~~2018-2020~~ and issue citations and/or arrest persons for violations of EPFD Ordinance ~~2019~~20208.

3.18. Fire Flow: Fire Flow shall include the amount of water in gallons per minute required for an individual structure, occupancy class or hazard, for more multiple structures, occupancies or hazards, total amount of water available in storage for fire protection of a structure, occupancy, or hazard, and/or total amount of water available in storage for fire protection of multiple structures, occupancies, or hazards. Fire flows shall be calculated above what is required/needed for domestic use.

3.19. Fire Hazard: Fire Hazard shall mean anything or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than is customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fires; or which may obstruct, delay, hinder or interfere with the operations of the fire district or the egress of occupants

or the access of emergency equipment in the event of fire.

3.20. Fire Management Plan: A plan that addresses the fire protection needs of a Development, with implementation methods necessary to achieve the standards of EPFD Ordinance ~~2018~~ 2020 or having the same practical effect.

3.21. Fire Protection Water Supply Systems: Any combination of pipes, valves, appliances, devices, tanks, pumps, connections, etc. used to store or deliver water for the purpose of fire protection.

3.22. Judgment: Judgment shall mean the decision of the Fire Chief or designee based upon sound fire protection principles. Such judgment shall be conclusive unless overruled by the Board of Directors of the Ebbetts Pass Fire Protection District through a regular grievance or appeal process.

3.23. Relief: An exemption from all or part of a requirement or regulation approved by the Fire Code Official.

3.24. Subdivision: Subdivision shall mean the same as Division of Land. (3.14)

3.25. To Develop Land: To Develop Land shall mean any division or subdivision of land, change in zoning, improvement of land or change in permitted use of land.

3.26. To Improve Land: To Improve Land shall mean to make any improvements or do any work upon such land which would legally require the issuance of a building permit, whether actually issued or not, under the California Building Code or any other County or District Ordinance. It shall also be held to mean that to Divide Land is to Improve Land. This shall include properties zoned residential as well as commercial.

SECTION 4: SUBMISSION OF PLANS FOR REVIEW and FIRE MANAGEMENT PLANS

Submission of Plans for Review

4.1 Affected activities requiring the submittal of plans for review by the District's Fire Code Official include but are not limited to:

1. Permitting or approval of new parcels, including subdivisions and/or divisions of land but excluding lot line adjustments.
2. Application for a building permit for new, or additions to, any Building. Exception: R-3 Single Family Residential having less than two dwelling units.
3. Application for use permit, change of zoning or change of occupancy classification

4.2. Permission for occupancy of any Building, or permission to proceed with the development of any property created as a result of a subdivision and/or division of land shall not be granted until such Building or Development Project has met the conditions of the District's Fire Code Official.

Fire Management Plans

4.3. As a conditional requirement for approval of any subdivision of land, commercial development projects, and/or commercial Building project, the Calaveras County Fire Ordinance and/or the District's Fire Code Official may require a Fire Management Plan.

4.4. In order to meet the requirements of EPFD Ordinance ~~2018-2020~~ and the intent of its amendments made to other adopted ordinances or standards, the District may require provisions more stringent than those provisions and requirements of a Fire Management Plan required by the Calaveras County Fire Ordinance.

4.5. The Fire Management Plan shall be approved prior to the issuance of any building permit and shall address all aspects of fire protection requirements and mitigation measures.

4.6. A Fire Management Plan may, but is not necessarily limited to, address the following:

1. Impact on the existing fire service delivery system's (agency's) ability to provide and/or maintain a level of service reasonably equal to services being currently provided.
2. Availability of fire protection water, required fire flows and storage.
3. Problems associated with ingress/egress, circulation and the response times of emergency equipment.
4. Fire Hazards existing within the proposed project area or immediately adjacent to the area including vegetation and combustible fuels.
5. Requirements of EPFD Ordinance ~~2018-2020~~ which cannot be met due to project design or other constraints.
6. Fire protection measures which are consistent with provisions of EPFD Ordinance ~~2018-2020~~ and/or other recognized fire protection standards.

SECTION 5: STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS and LIQUEFIED PETROLEUM GAS

Storage of Flammable or Combustible Liquids

5.1. The storage of Class 1, II and III liquids in above-ground tanks must be approved by the District's Fire Code Official.

Storage of Liquefied Petroleum Gas

5.2. The installation of storage containers for liquefied petroleum gas shall be restricted as follows:

1. The installation of storage tanks in excess of 500 gallons either singly or in multiple of tanks with an aggregate capacity in excess of 500 gallons shall require approval of the Fire Code Official.
2. Any tanks or aggregates of tanks in excess of 500 gallons shall be enclosed by a fence at least 6 feet in height and located a minimum of 3 feet from the tank(s). The fence shall have a gate on the side which faces the access route to the tank and shall be kept locked when unattended.
3. All metering devices and shutoff valves to individual apartments, suites, dwellings, etc., that are serviced by one tank shall be marked in a manner that corresponds to the address, apartment or suite number that is served by that metering device and shutoff valve.
4. Additional fire protection requirements may be established as a condition of approval in consideration of special features such as topographical conditions, nature of the occupancy, response distances, proximity to Buildings and the degree of life safety protection deemed needed.

These additional fire protection requirements include, but are not limited to, fire appliances, hydrants, Automatic Fire Detection, Automatic Fire Sprinkler System, and Automatic Fire Extinguishing System.

SECTION 6: FIREWORKS

6.1. The provisions of this section are not to be construed as all inclusive. References shall be made to the most recent standards, suggestions and procedures recommended by the California State Fire Marshal's Office in regard to the regulation of fireworks.

6.2. All definitions of fireworks, dangerous fireworks, and safe and sane (private use) fireworks shall have respective meanings ascribed to them in the California Health and Safety Code, or their most recent amendments or changes.

6.3. It shall be unlawful for any person to possess, store, to offer for sale, expose for sale, sell at retail, or use or explode any fireworks, dangerous fireworks or safe and sane (private use) fireworks within the jurisdiction of the EBBETTS PASS FIRE PROTECTION DISTRICT.

6.4. Public displays of safe and sane (private use) fireworks shall be allowed on a limited permit basis only.

SECTION 7: AUTOMATIC FIRE DETECTION AND AUTOMATIC FIRE SPRINKLER SYSTEMS

Automatic Fire Detection Systems:

7.1. Any Building constructed within the Ebbetts Pass Fire Protection District shall have an approved Automatic Fire Detection System. Exception: Unless otherwise required by the CFC, ~~Single Family Residential having less than two dwelling units.~~

7.2. As part of any renovation and or addition to any Building in which the total value of renovations and/or repairs or additions exceeds 50% of the assessed value (cumulative renovation value within a 36 month period) of the Building prior to renovation and/or repair, or additions to, an approved Automatic Fire Detection System shall be installed throughout. Assessed value is the Calaveras County Assessors Office value at time of project permit issuance by the building department. ~~Exception: Unless otherwise required by the CFC, Single Family Residential having less than two dwelling units.~~

7.3. Any Automatic Fire Detection System installed within the Ebbetts Pass Fire Protection District shall be installed and certified by a licensed installer/contractor.

7.4. All Automatic Fire Detection System shall be monitored by a certified "Central Signal Station".

7.5. The Fire Code Official may require additional components such as bells, pull stations, detectors, outside indicating lights and other devices.

7.6. The Fire Code Official requires that alarm systems and Central Signal Stations be inspected and maintained in accordance with CFC and National Fire Protection Association (NFPA) standards and that inspections and maintenance be performed by a licensed alarm system installer/contractor.

7.7. With the exception of dwelling units and where it may be otherwise required by the CFC, the installation of an Automatic Fire Detection System may be waived by the Fire Code Official in structures with Automatic Fire Sprinkler Systems installed throughout.

Automatic Fire Sprinkler Systems:

7.8. An approved Automatic Fire Sprinkler Systems shall be installed and maintained as set forth below: Unless otherwise required by the CFC, any commercial/industrial Building having a total floor area which exceeds 3,600 square feet, or is otherwise required to do so by the CFC, shall have an Automatic Fire Sprinkler Systems installed throughout.

In lieu of an Automatic Fire Sprinkler Systems, commercial structures having a total floor area in excess of 3,600 square feet but less than 5,000 square feet may be divided into areas less than 3,600 square feet if separated by a two-hour fire/area separation.

Existing: Additions or alterations to existing Buildings having a total floor area in excess of 3,600 square feet in which the total value of renovations/repairs or additions exceeds 50% of the assessed value- (cumulative renovation value within a 36 month period) of the Building prior to renovation/repair or additions, shall have an approved Automatic Fire Sprinkler Systems installed throughout.

In lieu of an Automatic Fire Sprinkler Systems, additions to existing Buildings which increase

the total floor area above 3,600 square feet but less than 5,000 square feet may be divided into areas less than 3,600 square feet by two-hour fire/area separations.

System Requirements

7.9. Anyone who installs an automatic fire detection or Automatic Fire Sprinkler Systems shall be a licensed and/or certified installer of automatic fire detection and/or fire extinguishing systems and such installers shall be able to provide by contract, services for the maintenance and testing of such systems.

7.10. Maintenance and testing of automatic fire detection and fire extinguishing systems shall be the responsibility of the building owner and certification of testing shall be provided by the owner upon request of the Fire Code Official.

SECTION 8: FIRE EQUIPMENT ACCESS, ROADS AND DRIVEWAYS, and PREMISES IDENTIFICATION

8.1. It shall be the responsibility of property owners and/or property developers to make such provisions that may be deemed necessary by the Fire Code Official in regard to roadways, streets, driveways and Access Ways that will provide a reasonable means of safe, timely egress for evacuation of residents and safe access for fire suppression equipment and personnel utilizing that equipment. These provisions may include, but are not necessary limited to additional ingress/egress routes or changes in road design.

Fire Lanes and Emergency Equipment Access

8.2. The Fire Code Official is given the authority to require areas, roads, driveways, to be cleared of obstructions and maintained as "FIRE LANES" or for emergency access. Such access may be required at any location where it is determined that without such emergency access for firefighting equipment, the entry by and use of fire apparatus and/or other emergency equipment would be obstructed or otherwise rendered unduly difficult.

8.3 As part of any development or Building project, the Fire Code Official is given authority to require provision for access and maneuvering of fire apparatus. Such provisions may include, but is not necessarily limited to, the provision of designated fire lanes, no parking areas, minimum turning radius and width of access ways, and emergency access roads.

Roads and Driveways

8.4. Roadway and Driveway standards to be in conformance with, and enforced by, Calaveras County through application of standards outlined in Section 8.10.340 of the CALAVERAS COUNTY FIRE AND LIFE SAFETY REGULATIONS.

Premises Identification and Signing

8.5. Premises identification and signing shall be in conformance with standards outlined in Section 8.10.340 of the CALAVERAS COUNTY FIRE AND LIFE SAFETY REGULATIONS and the regulations specified below.

8.6. Structures not readily visible from the roadway shall have premises identification numbers posted at the driveway/access entrance visible from both directions of roadway travel.

8.7. Numbers posted at driveway or other access entrances shall be posted at such a height above the ground to remain clear of snow.

8.8. Cannabis cultivation area registration will be clearly visible within ten feet of the property ingress. It shall be posted between four and six feet above the ground on a durable, rigid, and rectangular signboard of no less than eighteen inches per side with four-inch font containing reflective material sufficient to allow an enforcement official to readily locate it with a flashlight after dark.

SECTION 9: FIRE HAZARD ABATEMENT, FUEL MODIFICATION and DEFENSIBLE SPACE

Purpose, Scope and Intent – Fire Hazard Abatement – Fuel Modification

9.1. Fire hazard abatement regulations pertaining to fuel modification are based upon the premise that:

1. People inhabiting structures and their associated activities in around their homes are the primary source of potential ignition of a fire within the inhabited subdivisions of the District and
2. That fuel loading on improved or unimproved lots and/or parcels of land within, or adjacent to, inhabited areas can significantly contribute to the intensity and spread of a wildfire making it more difficult to control.

In an effort to reduce the chance of a structure (Building) fire spreading to the wildland and growing into a conflagration and in support of efforts to control a wildfire once an ignition occurs, it has been determined that modification and reduction of flammable vegetation within hillside developments and the provision of defensible space around structures is critical.

It has also been determined that modification and reduction of vegetation along roadways, driveways and on unimproved properties adjacent to structures reduce radiant heat and fire intensity, providing an increased margin of safety for fire suppression personnel, provides a point of attack and place of defense for the protection of structures and increased safety for evacuating civilians during a wildland fire.

FUEL MODIFICATION REGULATIONS

9.2. Regulations pertaining to fire safe clearance on properties within the District originate from two different ordinances which are enforced by two different agencies.

Improved Properties – Public Resources Code 4291

9.3. The California Public Resources Code 4291, enforced by the California Department of Forestry and Fire Protection (Cal Fire), requires homeowners to provide vegetation clearance and fuel reduction around homes and Buildings. These regulations require:

1. A “Defensible Space Zone” 30 feet around the structure and
2. A “Reduced Clearance Zone” between 30 feet and 100 feet (or to the property line) of additional clearance.

Unimproved Properties – Ebbetts Pass Fire District Ordinance ~~2018~~20192020

9.4. It is the purpose and intent of the regulations and requirements specified below to be used in support of PRC 4290 and 4291 and the Districts overall efforts to mitigate to some degree the potential for conflagration resulting from a wildland/intermix fire. This is accomplished by:

1. Extending the “Reduced Fuel Zone” concept found in PRC 4291 to the entire unimproved lot or parcel privately owned unimproved lots or parcels within and/or adjacent to subdivisions or developments and
2. By extending the “Reduced Fuel Zone” concept in support of PRC 4290, to the perimeters and Access Ways to all residential, commercial, and industrial Buildings.

The modification and reduction of fuels on unimproved lots or parcels located adjacent to lots or parcels with structures will help keep a wildfire from intensifying as it moves by reducing heat intensity, reducing flame lengths and help keep flames from spreading from the ground to the trees.

In combination, PRC 4291 and PRC 4290 regulations enforced by Cal Fire and the requirements of Ordinance ~~2018-2020~~ work together to provide a greater margin of safety for the evacuation of civilians and enhance the effectiveness of firefighting efforts to protect homes and property should a wildfire occur.

Scope of Enforcement Efforts – EPFD Ordinance ~~2018~~2020

9.5. It is the intent of EPFD Ordinance ~~2018-2020~~ that, over time, **most dangerous** unimproved lots or parcels will be addressed providing equal benefit to all similarly situated lot or parcel owners. It is also recognized, however, that because of the vast number of unimproved lots and parcels and the vast amount of combustible vegetation that would be required to be removed within the District, it is neither practical nor reasonable to expect that all **dangerous** unimproved lots or parcels be identified and addressed within any one calendar year or inspection/cleanup cycle.

Therefore, the provisions and requirements contained within this section shall be enforced on a priority basis. The focus of, and number of, inspections and requests for compliance shall be established by the Fire Code Official based upon the degree allowable by available funding and staffing.

Unimproved Properties – Reduced Clearance Zone Standards

9.6. Regulations pertaining to fuel modification and fuel reduction on unimproved lots and parcels shall be in accordance with standards contained within a separate **STANDARDS AND DETAIL** document entitled: Ebbetts Pass Fire District Clearance Requirements for Unimproved Lots and Parcels. (See Appendix B)

Waste Material

9.7. Disposal of waste material caused by site development, construction, fuel modification or reduction shall be in accordance with ~~8.10.24 of the CALAVERAS COUNTY REGULATIONS~~ Calaveras County Fire Ordinance.

SECTION 10: FIRE PROTECTION WATER SUPPLY SYSTEMS

Existing Buildings

10.1. Section 4601 of the CFC allows Fire Code Officials to require modifications to certain existing Buildings that do not comply with the minimum requirements of the CFC and EPFD Ordinance ~~2019~~2020~~8~~. The intent of this section is to provide a minimum degree of fire and life safety to persons occupying existing Buildings.

10.2. EPFD Ordinance ~~2018-2020~~ amends CFC Section 4601 to include Buildings which may not be in compliance with current requirements relating to water supplies for fire protection.

10.3. When an existing Building is to be renovated and/or modified and is found to be in excess of a reasonable working distance from an adequate water supply as defined within Appendix C of the CFC, the Fire Code official may require the owner to install an approved Automatic Fire Detection System or Automatic Fire Sprinkler System and/or Fire Protection Water System and/or provide a water supply capable of supplying the required fire flow within a reasonable working distance.

Where Required-Existing Parcels Within Existing Residential Subdivisions

10.4. At such time as any part of an existing Fire Protection Water Supply System is modified or improved including water mains, fire hydrants, storage capacity, valves, appliances, pressures, etc. the modifications, additions, improvements, etc. shall be reviewed and approved by the Fire Code Official.

In such cases where an existing Fire Protection Water Supply System is being improved in phases or parts, the Fire Code Official may allow reasonable exceptions to the requirements of EPFD Ordinance ~~1011, 2019~~2020, the CFC, and Section 8.10.520 of the Calaveras County Fire and Life Safety Code in order to accommodate existing geographical and topographical conditions that would otherwise impose unreasonable or prohibitive financial costs.

Where Required-New Residential Subdivisions

10.5. Any developer, divider or sub divider of land, who in so doing creates new parcels or lots that allows or creates a potential to increase Building density within the boundaries of the original parcel of land to exceed one house/Building per five acres of land, shall provide a Fire Protection Water Supply System which meets the standards of EPFD Ordinance ~~2018~~2020.

10.6. All facilities, which are part of any Fire Protection Water Supply System or other such fire protection/extinguishing devices or systems required to be installed by EPFD Ordinance ~~2019~~2020~~8~~, shall meet the specifications and standards designated by the Fire Code Official.

10.7. All facilities or other such fire protection/extinguishing devices or systems required to be installed by EPFD Ordinance ~~2018-2020~~ which are component parts tying the system into, or will receive water from, the Calaveras County Water District shall meet the standards and specifications designated by that agency.

Plan Review and Inspection

10.8. The Calaveras County Water District and/or the developer of any land and/or the builder of any Building that initiates construction of, or improvement to, any portion of a Fire Protection Water Supply System shall submit plans to the Fire Code Official for approval.

10.9. The Fire Code Official or designee shall approve the location for installation of any fire hydrant or other such water supply appliance or source.

Standards and Specifications

10.10. Fire hydrants serving residential structures/developments shall be spaced every 500 feet, as measured along the street, roadway, or approved means of access. The Fire Code Official may increase/decrease distance requirements in order to place hydrants in a more functional location.

10.11. Fire hydrants serving commercial/industrial developments and/or Buildings shall be spaced every 250 feet. The Fire Code Official may increase/decrease distance requirements in order to place hydrants in a more functional location.

10.12. Additional fire hydrants may be required to meet the criteria of having an adequate source of water within a "reasonable working distance" from facilities/Buildings.

10.13. No fire hydrant shall be served by a main of less than six inches and each main shall be part of a looped system where practical. The Fire Code Official may require 8" mains to enhance fire flows or provide for future expansion of the system.

10.14. Minor distribution lines supplying residential areas shall be no less than six inches in diameter and, when practical, arranged so they form a gridiron in all areas of the distribution system. The Fire Code Official may require 8" mains to enhance fire flows or provide for future expansion of the system.

10.15. Eight-inch or larger distribution mains shall be used in commercial/industrial areas for all long runs of pipe, for dead ends, or where the topography of the land or layout of the streets is not well adapted to looping, forming a gridiron, or where future expansion of the system has the potential to occur.

Types of Hydrants

10.16. Hydrants shall be "DRY BARREL", breakaway type with full 5-1/4" valve opening. Inlet construction shall be hub or flanged 6-inch inside diameter pipe and the direction of opening shall be counter clockwise.

10.17. The hose connections for each hydrant shall be National Standard Fire Hose Threads, and each hydrant shall have two (2) 2-1/2" outlets and one (1) 4-1/2" steamer outlet.

Hydrant On/Off Valve and Discharge Risers (Extensions)

10.18. The Fire Code Official may require the provision of hydrant on/off valve and discharge risers to allow hydrants to be used when buried in snow. Any such device, including the height of risers, fire department connections, etc. must have the approval of the Fire Code Official before installation.

Snow Markers

10.19. Snow markers (stakes) shall be provided as part of the installation of each hydrant.

10.20. Snow markers, unless otherwise specified, shall be constructed of 2" X 2" X 1/8" angle iron of sufficient length to project 8 feet above the ground, shall be cemented into the thrust block, and shall be at least 18 inches from the hydrant.

10.21. Snow markers shall be painted with yellow enamel paint to match the color of the hydrant.

10.22. Snow markers shall have the topmost 12" painted red, orange, green or blue, whichever color corresponds with the hydrant's tested/calculated fire flow.

10.23. Snow markers shall have a 4" reflective stripe or tape 13" below the top of the stake.

Color Coding

10.24. Each fire hydrant shall be given three (3) coats of metal paint, color yellow, in compliance with Federal Color Specifications TT-C-595, Color No. 1305.

10.25. The fire hydrant's top and the three outlet caps shall be color coded to correspond with the calculated/tested GPM flow from that hydrant. Color coding of hydrants shall be as follows:

1. 1500 GPM or greater shall be **BLUE**.
2. 1000-1500 GPM shall be **GREEN**.
3. 500-1000 GPM shall be **ORANGE**.
4. Less than 500 GPM shall be **RED**.

Hydrant Installation/Protection

10.26. Unless otherwise approved by the Fire Code Official, no hydrant shall be installed in excess of 10 feet from the roadway edge.

10.27. Unless otherwise approved by the Fire Code Official, no hydrant shall be installed with the bottom edge of any outlet closer than 15 inches from the surrounding ground level and the outlets shall be positioned for best access by fire apparatus utilizing the roadway.

10.28. The Fire Code Official may require the installation of retaining walls, barriers, additional excavating or other such means as a way to protect a hydrant from becoming buried by soil erosion and/or conditions which may cause a hydrant to become inaccessible over time. Any such installation shall be engineered and meet the approval of the Fire Code Official and the Calaveras County Department of Public Works.

Valves and Connections

10.29. All hydrant laterals shall have a shutoff valve between the main and the hydrant.

10.30. In residential districts, valves shall be placed in the main distribution lines so as to not have more than two fire hydrants between valves or to exceed a linear distance of 800 feet between valves.

10.31. In commercial/residential districts, valves shall be placed in the main distribution lines so as to have not more than two fire hydrants between valves not to exceed a linear distance of 500 feet between valves.

10.32. The connection to the street main shall not be less than 6" inside diameter for hydrants that serve residential districts.

10.33. The connection to the street main shall not be less than 8" inside diameter for hydrants that serve commercial/industrial districts.

SECTION 11: INSPECTIONS, APPROVALS, CERTIFICATION FOR OCCUPANCY

11.1. No final inspection as required by EPFD Ordinance ~~2018-2020~~ as to all or any portion of the Building and/or Development Project, Access Ways, installation of Automatic Fire Detection Systems, Automatic Fire Sprinkler Systems, Automatic Fire Extinguishing Systems, and/or Fire Protection Water Supply Systems shall be deemed completed until the installation of the required Automatic Fire Detection Systems, Automatic Fire Sprinkler Systems, Automatic Fire Extinguishing Systems, and/or Fire Protection Water Supply System, or Access Way and/or Road for that Building and/or Development Project has been inspected and approved by the Fire Code Official.

11.2. Final inspection of the requirements specified within EPFD Ordinance ~~2018-2020~~ for any development/Building project shall be conducted solely to implement the enforcement of such provisions of EPFD Ordinance ~~2018-2020~~ and shall in no manner be deemed assurance on the part of any agency that said requirements are or will continue to remain in good working order.

11.3. All commercial use business locations must comply with current adopted fire and building code at the time of building use change – At time of building use change the facility will adhere to the current code standard of that occupancy type. All commercial businesses utilizing property outside of the specific occupancy use shall be reported to the Calaveras County Building Department for code enforcement purposes.

SECTION 12: RELIEF, ALTERNATE MEANS OF COMPLIANCE, and APPEALS

12.1. With approval of the Fire Chief, the Fire Code Official shall have the authority to allow Relief from compliance with a section or sections of EPFD Ordinance ~~2018-2020~~ or an Alternate Means of Compliance to sections of the CFC and the amendments herein. Granting Relief and/or allowing an Alternate Means of Compliance shall be allowed only when based upon special circumstances and/or findings as described below.

The granting of Relief shall be based upon the following:

1. A finding that the Building and or Development Project cannot comply to the requirements because of special circumstances applicable to the property or Building such as when the physical characteristics of the property or engineering issues related to the design and construction of a Building.
2. A finding that an Alternate Means of Compliance cannot be provided.
3. A finding that providing Relief does not jeopardize life safety.
4. Financial hardship, community benefit, or the worthiness of a project are not considerations in determining whether to grant relief.

Allowing an Alternate Means of Compliance:

1. An Alternative Means of Compliance may be allowed only when based upon a finding that the purpose and intent of the requirement from which the Alternate Means of Compliance is granted will be substantially achieved by an alternative means or method.

12.2. Nothing in the sections above shall be interpreted or implied that an owner and or Developer has the right to Relief and/or the allowance of an Alternate Means of Compliance.

12.3. The Fire Chief, Fire Code Official, or his/her designee may impose conditions or improvements not specifically delineated within EPFD Ordinance ~~2018-2020~~ that it finds necessary to implement the intent and purpose of EPFD Ordinance ~~20192020~~8.

Appeals

The Board of Directors of the Ebbetts Pass Fire District shall act as the final appellate body in matters regarding the implementation of requirements outlined in EPFD Ordinance ~~20192020~~8.

12.4. Any decision or requirement placed or made by the Fire Chief, Fire Code Official or his/her designee may be appealed in writing to the Ebbetts Pass Fire District Board of Directors within 15 days of the applicant's receipt of notice of the requirements. The written appeal shall state the requirements being appealed and the basis for which the appeal is being submitted. The written appeal may request deletion of a requirement, reduction in requirements, or a request for consideration of Relief or Alternate Means of Compliance.

12.5. The Appeal shall be agendized for hearing at a regular monthly Board meeting within 60 days following the date the appeal request was received. The appeal hearing may be postponed and rescheduled for a future Board meeting at the request of the applicant.

12.6. The applicant shall be notified as to the date and time of the regular Board meeting at which his/her request shall be considered.

12.7. The Board shall hear testimony by any and all parties involved and then make a determination to sustain, modify, overrule any condition or requirement, address any oversight, provide Relief, allow an Alternate Means of Compliance or any combination thereof.

12.8. The Board may postpone the final decision to gather more facts and/or hear additional testimony.

12.9. If new facts are presented during the appeal process, the matter shall be referred back to the Fire Chief and/or Fire Code Official for review, reconsideration and recommendations.

12.10. All actions taken by the Board regarding the granting or denial of the final appeal shall be documented as part of the minutes of the meeting during which the appeal was heard. Within ten days of a final decision being made, Board action shall be reported in writing to the applicant and any other affected person.

12.11. Any action taken by a Board, by the Fire Code Official or by the Fire Chief pursuant to EPFD Ordinance ~~2018-2020~~ regarding appeals, Relief or Alternate Means of Compliance shall not necessarily be deemed as a precedent for the granting of appeals, Relief or Alternate Means of Compliance subsequent to that action.

12.12. The Fire Chief and/or Fire Code Official maintain the authority to impose temporary requirements, impose restrictions and/or take necessary actions to ensure the safety of the public during the appeals process.

12.13. The filing of an appeal regarding any of the requirements of EPFD Ordinance ~~2018-2020~~ shall not stay (postpone):

1. Proceedings for criminal prosecution for violations of EPFD Ordinance ~~2019-2020~~8.
2. An order for correction of a matter which, in the judgment of the Fire Code Official poses a serious and immediate threat to life or property.

SECTION 13: PENALTIES

Fines-Enforcement and Penalties

13.1. Any person who violates any of the provisions of EPFD Ordinance ~~2018~~ 2020 shall be guilty of an infraction ~~and it shall be punishable by a fine, not exceeding one thousand dollars for the first infraction and fine not exceeding fifteen hundred dollars for a second violation within a year.~~

13.2. The third and each successive violation of EPFD Ordinance ~~2018~~ 2019 in the period of one year shall constitute a misdemeanor and shall be punishable by a minimum of one thousand dollars, or cost of work plus administrative costs, or by imprisonment not to exceed six months, or by combination of such fine and imprisonment. 13.2. – Fines imposed under this chapter shall be as set forth in Government Code Section 25132(c) and any amendments thereto.

13.3. Each and every day of which any violation of EPFD Ordinance ~~2018-2020~~ is committed, continued or permitted by any person shall constitute a separate violation hereof.

13.4. Pursuant to Penal Code Section 836.5 ~~Government Code 25132~~, the Board of Directors of the Ebbetts Pass Fire District authorizes the following officer positions and employees to enforce EPFD Ordinance ~~2018-2020~~ as provided under Penal Code Section 836.5 ~~Government Code 25132~~.

- Full-time paid Chief Officers (Fire Chief, Assistant Chief(s), Battalion Chiefs)
- Full-time paid Fire Captains or Acting Captains
- Fire Code Official whose primary duty is the enforcement of requirements related to fire prevention contained in EPFD Ordinance ~~2018-2020~~ 2020.

13.5. Proceedings against persons for violations of EPFD Ordinance ~~2018-2020~~ shall not serve as a bar to civil enforcement proceedings.

13.6. ~~It is unlawful to Any person who shall~~ build a Building or improve land in violation of any conditional requirement imposed by the Fire Code Official, or ~~who~~ fails to submit plans for review as required by Section 5 of EPFD Ordinance ~~2018~~ 2019, or ~~who~~ fails to meet conditions and/or requirements agreed upon by the builder/developer and the Fire Code Official and by which a certificate or approval of occupancy was conditionally granted, ~~shall be guilty of an infraction.~~

13.7. ~~It is unlawful for a~~Any person ~~who to~~ violates or omits any of the requirements under which a permit, certificate or approval for occupancy was granted, ~~shall be guilty of an infraction.~~

13.8. ~~It is unlawful for~~ Any person ~~to who~~ fails to comply with any order as affirmed or modified by the Board of Directors, Fire Code Official, ~~or~~ and the District Chief ~~or by a court of competent jurisdiction~~ within the time frame indicated upon notice and/or fixed herein. ~~shall be guilty of a misdemeanor or infraction.~~

13.9. The application and payment of fines and/or imprisonment shall not be held to prevent compliance with required corrections and or provision of requirements that initiated action against the developer/builder/owner.

Date of Effect

EPFD Ordinance ~~2019~~2020~~8~~, having gone through the process of ordinance adoption as required by law, shall take effect and be in force thirty (30) days after duly being passed and adopted by the Board of Directors of the EBBETTS PASS FIRE PROTECTION DISTRICT and Calaveras County Board of Supervisors.

THE FOREGOING ORDINANCE WAS DULY PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE EBBETTS PASS FIRE PROTECTION DISTRICT ON:

THE ____ DAY OF _____, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

President, Board of Directors

BOARD OF SUPERVISORS RATIFICATION

THE FOREGOING ORDINANCE WAS DULY PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF CALAVERAS COUNTY ON THE ____ DAY OF _____, _____ BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

APPENDIX A - SUMMARY EXPLANATION OF AMENDMENTS

CFC= California Fire Code

CCC=Calaveras County Fire and Life Safety Ordinance

PRC= Public Resources Code

CODE	Code Section	Title/Subject	EPFD Ordinance Section	Intent and Summary Requirements of Amendment
CFC	104.2	Applications/Permits	4.1	To define which Building and development activities require submission of plans for District review.
CCC	8.10.320	Fire Management Plans	4.2	To allow the District to impose more stringent mitigations if found necessary.
CFC	3404.1	Flammable Liquid Storage	5.1	Requires District approval for the installation of any aboveground tank for the storage of Class I, II and III flammable liquids
CFC	3804.2	Installation of LPG Tanks	5.2A	Requires District approval for the installation of LPG tanks in excess of 500 gallons.
CFC	3807	LPG Safety Devices	5.2.B-D	Requires the addition of additional fire protection/safety measures for the protection of larger propane tanks
CFC	3308	Fireworks	6	Bans the sale and use of all fireworks within District boundaries
CFC	907.2	Fire Alarm Systems-Automatic Fire Detection Systems-New Buildings	7.1 and 7.5	Requires the installation of a monitored fire detection system in newly constructed commercial/industrial Buildings
CFC	907.3	Fire Alarm Systems-Automatic Fire Detection Systems-Existing Buildings	7.2 and 7.5	Requires the installation of a monitored fire detection system in existing commercial/industrial Buildings that are renovated
CFC	907.7.5	Automatic Fire Detection and Automatic Fire Sprinkler Systems-Monitoring	7.4	Requires the monitoring of all fire detection systems.
CFC	903.2	Automatic Fire Sprinkler Systems-New Buildings	7.8	Requires the installation of a fire extinguishing system in any new commercial or industrial Building in excess of 3600 square feet
CFC	903.6	Automatic Fire Sprinkler Systems-Existing Buildings	7.8	Requires the installation of a fire extinguishing system in any commercial or industrial Building in excess of 3600 square feet which is renovated
CFC	903.3	Automatic Fire Sprinkler Systems-Installation	7.9	Requires installers of fire alarm and fire extinguishing systems be licensed/certified.
CFC	904.4	Automatic Fire Sprinkler Systems-Inspection/Testing	7.9/7.10	Places responsibility for the testing and maintenance of fire alarm/extinguishing systems with the owner.

CODE	Code Section	Title/Subject	EPFD Ordinance Section	Intent of Amendment
CCC	8.10.340	Roads and Driveways	8.2	Gives authority to the District's Fire Code Official to require that fire access roads, driveways and areas be cleared of obstructions.
CFC	Appendix D	Fire Apparatus Access Roads	8.2	Gives authority to the District's Fire Code to require

				the provision of fire lanes, no parking areas, etc., found necessary but not otherwise required by the CFC or CCC.
CCC	8.10.200	Premises Identification	8.5 - 8.7	Gives authority to the District's Fire Code Official to modify the requirements contained within the CCC to accommodate local climactic and topographical conditions.
PRC	4291 (a) and 4290	Defensible Space	9.4	Extends the defensible space requirements contained in the reduced clearance zone to unimproved lots/parcels.
CFC	4601	Existing Buildings – Adequate Water Supplies	10.3	Gives authority to the District's Fire Code Official to require the installation of an adequate water supply when an existing Building is renovated.
CCC	8.10.520	Water Supply Systems	10.4 - 10.5	Requires that the District's Fire Code Official approve any modifications, additions, and improvements to existing water systems including the installation of additional hydrants. Allows the District's Fire Code Official to allow reasonable exceptions to required hydrant spacing and fire flow requirements to accommodate a phased improvement program of an existing water system. Requires the installation of a water distribution system for fire protection within any new subdivision.
CFC	Appendix C C105	Distribution of Fire Hydrants	10.10 - 10.12	Gives authority to the District's Fire Code Official to increase/decrease hydrant spacing in order to put hydrants in a more functional location.
CFC	507.5.4/507.5.5/507.5.6	Hydrant Protection, Marking and Access	10.19 - 10.28	Gives authority to the District's Fire Code Official to require additional means for protecting and marking hydrants and to require discharge risers.

Ebbetts Pass Fire District

Ebbetts Pass Fire District Clearance Requirements For Unimproved Lots and Parcels



Regulations pertaining to fire safe clearance on properties within the boundaries of the Ebbetts Pass Fire District originate from two different ordinances which are enforced by two different agencies.

Regulations Pertaining to Improved Properties

In January 2005, new regulations under Cal Fire's Public Resources Code 4291 became effective. These regulations require that homeowners provide additional clearance around buildings and structures built within the wildland/intermix areas of the state. This law requires homeowners provide a 30-foot Defensible Space Zone with an additional 70-foot Reduced Fuel Zone around structures. Cal Fire has primary responsibility for inspection and enforcement of fire hazard reduction regulations around homes and buildings. See Cal Fire's form for detailed information.

Regulations Pertaining to Unimproved Properties

In order to help enhance the effectiveness of PRC 4291 requirements and add to the safety of our homes, families, communities and the safety of Firefighters trying to protect homes and property from wildfires, **Ebbetts Pass Fire District Ordinance ~~2019~~20208, Section 9 extends the Reduced Fuel Zone concept to the unimproved (vacant) subdivision parcels or lots.**

The purpose of extending the Reduced Fuel Zone concept to unimproved lots and parcels is based on the premise that modifying the fuel load on a vacant lot or parcel will help keep a wildfire from intensifying as it moves. This modification on a vacant lot or parcel reduces heat intensity, reduces flame length and helps keep flames from spreading from the ground to the tree tops.

Ebbetts Pass Fire District Ordinance ~~2018-2020~~ Section 9 covers:

- Unimproved lots or parcels within established subdivisions.
- An unimproved lot or parcel that is outside the boundaries of a subdivision but adjacent to improved parcels within the subdivision.
- Modification requirements for unimproved parcels or lots are the same as Cal-Fire's PRC 4291 requirements for the Reduced Fuel Zone.

The following criteria/explanation has been established so the property owner and the hired worker will know what is required to bring an unimproved lot or parcel into compliance with Ebbetts Pass Fire District Ordinance ~~2019~~20208, Section 9.

The primary goal of our fuel reduction program is to keep fire from going from the GROUND to the CROWN of trees. Information below will help you achieve that goal.

1. Cut down and remove dead trees. Remove limbs on cut and already downed trees and dispose of both properly. If there are standing dead trees, they must be cut down. Newly cut trees and those which have fallen must be cut up and stacked or removed from the lot entirely. Do not stack next to or under live trees. Branches from these trees may NOT be left on the ground – they must be removed from the lot. Dead trees are both a fire and safety hazard. Contact your local forester for details about bug infested trees.

2.Remove dead branches and trees which are leaning into or against larger trees.

If dead branches or dead trees are leaning into or against live trees, they must be removed. Any trees, live or dead, that have fallen into other trees, (ex: “leaners”) must be dropped to the ground, cut up and stacked or removed from the lot. Dead branches and trees ignite quickly. If the “fire ladder” has not been eliminated, a fire within those trees will quickly “climb” the ladder of limbs and begin spreading faster, gaining heat and momentum with every tree consumed.

3.Remove and dispose of all dead tree limbs within 15 feet of the ground. Remove live branches to 6 feet (if tree height is 6 feet or less, remove 1/3 of the branches p live or dead).You may be required to limb higher depending on slope of land.

The primary goal of our fuel reduction program is to keep fire from going from the GROUND to the CROWN (top) of trees. Remove ALL dead tree limbs that are within 15 feet of the ground. Live branches must be removed to give 6 feet of clearance from the ground. This means that if ANY PORTION of the dead limb HANGS within six feet of the ground, the limb MUST be removed. If there is a slope to the property, you may be requested to limb higher, so there are six feet of clearance between the ground and the first set of branches. If you are six feet tall and can walk under the tree without bending, you have limbed high enough. If a tree is six feet or less, remove 1/3 of the branches. Properly dispose of limbs by hauling, chipping or by burning following legally established burning restrictions. A FIRE LADDER is the means by which a fire travels from the ground via flammable material, into a tree. Fire traveling to the top of a tree is called “crowning”. Remove ladder fuels such as live tree limbs, to a height of at least six feet. A SIX FOOT TALL PERSON SHOULD BE ABLE TO WALK FREELY UNDER YOUR TREES. If the limbs are dead, remove to 15 feet.

4.Remove dead branches on ground.

During most winters, dead branches are blown from trees. These must be removed from the ground so that they do not help fuel a fire and for the safety of the firefighter.

5.Remove all dead brush and brush growing under trees and bushes, ~~such as manzanita, buck brush, wild lilac, etc.~~

Dead brush, whether under trees, bushes, or lying on the ground, is fire fuel. The more fire fuel, the hotter the fire and more damage to trees and nearby structures will occur. Maintain a vertical clearance space of at least 3 times the height of a shrub between any shrub and overhanging tree branch.

As an example, if an entire Manzanita or lilac bush is dead, REMOVE THE ENTIRE BUSH. If a portion of the bush is dead, you may opt to remove only the dead portion. If a few limbs are dead, removal of those dead limbs from that bush may be sufficient, depending on what is around or above the brush/bush.

6.Remove accumulations of dead materials and/or flammable ground vegetation from underneath and within ~~manzanita and other~~ brush.

This type of debris occurs because of weather. Wind causes limbs to break, dead pine needles to blow off the trees. This is typical “winter fall”. If this debris is not removed yearly, it continues to accumulate and cause a fire hazard. If this is removed yearly, it is usually not much of a chore to keep the fire fuel controlled on your lot. Piles of debris must not be left on your lot – they must be removed._

Dead or live brush removal and removal of debris from under trees slows the progression of fire.

7.Thin manzanita bushes. Remove all dead wood from the plant. Remove all dead manzanita bushes.

Manzanita is highly flammable and volatile. If you wish to keep your manzanita, you must: remove all dead branches; clear around the bush or clump of bushes. A simple guideline is to create space between plants equal to their height.

If manzanita is growing under a tree, and it ~~were~~as to catch on fire, the flames would be three times the height of the plant. If a plant is 6 feet tall, the flame length would be 18 feet! In that situation, the manzanita should be removed, or the tree limbed at least 18 feet. If a manzanita bush is dead – remove the entire bush.

8. Accumulations and/or piles of dead and dying material must be removed.

Remove all debris lying on ground. When needles, grass, cones and leaves are raked into piles, the piles must be removed. Piles of debris are fuels that will carry a small, manageable fire and spread it throughout a lot and into the trees very rapidly. Downed wood and debris become kindling for a fire. Limbs will create flame lengths that carry fire into brush and trees. 3" – 4" of accumulated pine needles may be left on the lot forming a "carpet of needles" which helps hold moisture in the ground and helps prevent soil erosion. If the "fire ladder" has been removed, the pine needles are more easily managed because there is no fire ladder to carry the flames into the trees. ~~A FIRE LADDER is the means by which a fire travels from the ground via flammable material, into a tree. Fire traveling to the top of a tree is called "crowning". Remove ladder fuels such as tree limbs, to a height of at least six feet. A SIX FOOT TALL PERSON SHOULD BE ABLE TO WALK FREELY UNDER YOUR TREES.~~

9. Remove dead and/or dying smaller trees growing under and/or within the limbs of taller healthy trees.

This could act as a "fire ladder". These small, dying or dead trees are extremely flammable. If they are ignited, they carry fire very quickly into the trees, gaining heat and momentum with every tree consumed.

10. Thin saplings and/or small trees.

All of these saplings will not grow to maturity and they create ladder fuels that endanger the health of mature trees.

11. Cut bear clover and/or ground cover vegetation to a height of 34 inches or lower.

Bear clover, also known as mountain misery is highly flammable. The taller this native plant grows, the more flammable it becomes. If you wish to keep the mountain misery, it should be maintained to be no higher than 34 inches. If the bear clover is growing underneath low-growing green bushes, or under saplings, the bear clover should be removed, or remove the bush and/or sapling.

12. Cut ALL dead and/or dying grass and weeds.

Dry, cut grass, leaves and pine needles may stay on the ground, but may be no more than 3 – 4 inches deep.

13. No Cannabis cultivation on unimproved lots in areas zoned R1, RR, GF, and unimproved commercial property under 6 acres.

Cannabis is a form of vegetation that contributes to fire loading.

~~Thin saplings and/or small trees.~~

~~All of these saplings will not grow to maturity and they create ladder fuels that endanger the health of mature trees.~~

~~Cut bear clover and/or ground cover vegetation to a height of 4 inches or lower.~~

~~Bear clover, also known as mountain misery is highly flammable. The taller this native plant grows, the more flammable it becomes. If you wish to keep the mountain misery, it should be maintained to be no higher than 4 inches. If the bear clover is growing underneath low-growing green bushes, or under saplings, the bear clover should be removed, or remove the bush and/or sapling.~~

On parcels with uninterrupted low growing vegetation, create a fuel break around the perimeter of the parcel by cutting the ground vegetation to a height of no more than 4" from within 20 feet of the property line(s).

On parcels with "uninterrupted" ground cover vegetation, an area of at least twenty feet along each property line must be cut to a height not to exceed 4 inches, especially along property lines adjacent to other properties with a house and/or properties that are upslope. If the ground cover is growing uninterrupted, you should create "islands" of groupings with areas cleared of ground cover between each grouping.

~~Cut ALL dead and/or dying grass and weeds.~~

~~Dry, cut grass, leaves and pine needles may stay on the ground, but may be no more than 3-4 inches deep.~~

IN ADDITION TO THE FOREGOING CRITERIA, large areas of brush MUST be reduced. This can be accomplished in several ways:

- Create cleared areas or “spaces” around individual bushes. The size of the cleared area around the bush needs to equal the height of the bush that will remain. All flammable debris in that area must be removed. Leaving a pattern of bushes with space between them can be done throughout an entire parcel.
- Create “islands” of bushes. Numerous bushes can remain on the parcel in a group (no larger than ten feet in diameter) with a cleared area around the grouping. The cleared area must equal the diameter of the grouping or “island” of bushes.
- Create fuel breaks along property lines and within properties, especially along property lines which are adjacent to property with a home, properties which are upslope or properties adjacent to forest lands. These fuel breaks can be accomplished by removing all brush along a 15 to 20 foot strip, property line to property line. Properly dispose of all cut brush by hauling, chipping or by burning following legally established burning restrictions.

All cut and/or downed debris shall be disposed of by Hauling, Chipping, Burning (following legally established burning restrictions) or other methods of disposal approved by the property owner and by Ebbetts Pass Fire District or Cal Fire. At NO TIME shall debris be buried on the parcel, deposited on the property of another, dumped into holes on the parcel or covered by pine needles.

If a canopy exists (tops of trees touching or intertwined), the canopy must be interrupted.

Before burning always call the Air Quality Control number in San Andreas to ascertain if it is a “burn day”.
Burn Information Line: 209-754-6600.

Under certain conditions, i.e. topography or fuel type, the Ebbetts Pass Fire District may require more or less fuel reduction on one parcel than on another.

Fire safety/prevention is every property owner’s responsibility. Please help us keep your property safe.

Thank you. Ebbetts Pass Fire District

For more information or assistance please call
Ebbetts Pass Fire District Fire Prevention
Joan Lark, Prevention Officer
209-795-7393
joanlark@epfd.org

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