

# Ebbetts Pass Fire District



## BOARD OF DIRECTORS NOTICE OF REGULAR MEETING **9:00 A.M. Tuesday, September 19, 2023** **1037 Blagen Road, Arnold**

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) continues to conduct our Board Meeting via teleconference in addition to the physical location.

To access the meeting please visit [zoom.us](https://zoom.us) website and enter Meeting ID: 884 8520 7624 with passcode: 823270. If you need assistance in accessing this information, please email [epfd@epfd.org](mailto:epfd@epfd.org) or call the EPFD office at 209-795-1646, Monday through Friday, 8:00 am to 5:00 pm. You may also register in advance for this meeting: <https://us06web.zoom.us/j/88485207624?pwd=QVRFZEdBSFhJZms0YjVBQkZBbzhvQT09>

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](mailto: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

J. Scott McKinney, President      Mike Barr, Secretary  
Denny Clemens                      Jon Dashner                      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: 08/15/23, 09/12/23
  - 3.2. Acceptance of August 2023 Checks Listings and Authorize to File for Audit
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 & Barr)
    - 4.1.1. **Proposed Final Budget Fiscal Year 2023-24**
      - a. Board Discussion and Public Hearing
      - b. Resolution 2026-6: Resolution Adopting the Final Budget and an Appropriations Limit for the 2023-24 Fiscal Year

## NOTICE OF REGULAR MEETING – continued

September 19, 2023

- 4.2. **Personnel/Safety Committee** (Directors Dashner & McKinney)
- 4.3. **Fire Prevention Committee** (Directors Neal & Clemens)
- 4.4. **Apparatus/Equipment Committee** (Directors McKinney & Neal)
5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
  - 5.1. **Ridgeline Municipal:** CalPERS 2022 Actuarial Reports / Impacts
  - 5.2. **Health Management Associates:** CY 2022 Inter Governmental Transfer (IGT) Projections
  - 5.3. **HELIX Environmental Planning:** Proposal / Agreement to Provide Environmental Consulting Services for the New Fire Station 3 Project
  - 5.4. **Resolution No. 2023-7 Commending Battalion Chief**
  - 5.5. **Local 3581 Memorandum of Understanding (MOU):** Single Item Addition Request
    - 5.5.1. **Closed Session:** Pursuant to Govt. Code 54957.6, Conference with District-designated Labor Negotiators Regarding the Following Employee Organization: International Association of Fire Fighters Local 3581
    - 5.5.1. **Open Session:** Report on Actions Taken
  - 5.6. **Ebbetts Pass Fire District Policy Review:**  
Draft Policy 6800 Personnel – Physical Medical Exam (Update)  
Policy 6730 Personnel – Drug and Alcohol Abuse – Testing Circumstances (Legal Review)
  - 5.7. **Bret Harte Union High School District:** Thank you letter for Fire Truck Donation
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  
August 15, 2023

## SUBJECT TO APPROVAL

1. The meeting was called to order with additional accommodation for the public through the use of Zoom Meetings at 9:00 A.M. Board President Scott McKinney called the meeting to order and the Pledge of Allegiance was recited.

Directors present: Michael Barr  
Denny Clemens  
Jon Dashner  
Scott McKinney  
Pete Neal

District personnel present: Fire Chief Mike Johnson  
District Secretary Cheryl Howard  
Battalion Chief Aaron Downing  
Fire Prevention Officer Joan Lark

Public present: none

Others present via Zoom Meeting: none

2. **PUBLIC APPEARANCES/COMMENT**

None

3. **CONSENT ITEMS**

Mr. Dashner made a motion to approve Consent Items 3.1. and 3.2. Mr. Neal seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

4. **COMMITTEE REPORTS**

- 4.1. Finance Committee

Chief Johnson briefly overviewed the District's financial position noting it was ending the prior fiscal year with close to over \$5.8 million. He reported that the committee members had received a presentation from Optimized Investment Partners regarding investing for higher returns and they had agreed to do a cash flow model at no charge.

- 4.2. Personnel/Safety Committee

Chief Johnson reported that Firefighter-Paramedic Kyle Salyer was now working toward his Firefighter 1 certification and would soon complete his probationary year.

4.3. Fire Prevention Committee

Chief Johnson reported the Calaveras County Fire Chiefs Association approved the Calaveras County Agreement for provision of the Fire Marshal and it is to be considered by the Board of Supervisors next month. He briefly outlined activities with regard to overnight occupancies in commercially zoned areas.

Fire Prevention Officer Joan Lark reported that she has done close to 600 unimproved lot inspections since April with three citations issued. She added that several reinspections will be done in September.

4.4. Apparatus/Equipment Committee

Battalion Chief Aaron Downing thanked Mr. Neal for his repair work and paint on the new engine adding that it looks as good as new.

5. **SCHEDULED ITEMS**

5.1. Health Management Associates: Independent Contractor/Consulting Agreement for Fiscal Year 2023/24

Mr. Neal made a motion to approve the contract with Health Management Associates for fiscal year 2023-24 and authorize the Fire Chief to sign the document. Mr. Barr seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.2. California Dept of Healthcare Services (DHCS): Public Provider Ground Emergency Medical Transportation (PP-GEMT) Program Managed Care and Fee For Service

Chief Johnson reported this was the agreement to participate in the program for the entire year. Mr. Neal made a motion to contract for the transfer program PP-GEMT as proposed and authorize the Fire Chief to sign the contract. Mr. Dashner seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.3. Braun Northwest: Ambulance Remount Proposal (Updated)

Mr. Barr made a motion to approve the Braun North West Remount Proposal dated August 1, 2023, and authorize the Fire Chief to sign the contract. Mr. Neal seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.4. CalPERS Retirement System: Preliminary 5.8% Investment Return for 2022-23 Fiscal Year

Chief Johnson reported this was provided for the Board's information as the return was 1% less than CalPERS targeted return amount.

5.5. California Dept of Forestry & Fire Protection: Volunteer Fire Capacity (VFC) Program Award

Chief Johnson reported that Bryn Buhler had again been successful in her grant writing with the District receiving a grant for structure and wildland fire fighting equipment for \$25,211.10 with 50% from the District.

5.5.1. CALFIRE Cooperative Fire Protection Grant Agreement

5.5.2. EPFD Resolution No. 2023-5: Approving the Department of Forestry and Fire Protection Agreement #7GF23308

Mr. Barr made a motion to approve the Cal Fire Cooperative Fire Protection Grant Agreement and adopt Resolution No. 2023-5: Approving the Department of Forestry and Fire Protection Agreement #7GH23308. Mr. Neal seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.6. Employee Medical Benefit Rates for Calendar Year 2024: Rate Comparison

Chief Johnson reported the SDRMA rates had increased 12% for 2024. He had contacted FRMS (formerly FDAC Employee Benefits Administration) for a quote and had not received any reply. He reported that the amount quoted from the IAFF Health & Welfare Trust would save the District about \$48,000 annually with providing similar coverage as the current plans except those with Kaiser would have to change their medical plans. Mr. Barr made a motion approve the change of group medical insurance to IAFF Health & Welfare Trust as quoted. Mr. Clemens seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.7. Chess Mountain Tree Service and Snow Removal: Snow Removal Invoice for Station 2

Chief Johnson reported that last year the District had paid \$3,500 and the only other bid received had been \$10,000. He noted the \$5,000 bid for this year with the hourly additional charge with be dependent on this winter's conditions. Mr. Barr made a motion to renew the snow removal contract with Chess Mountain Tree Service and Snow Removal as per Invoice INV-0001479. Mr. Dashner seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.8. Ebbetts Pass Fire District: 30-Day Review Period Extension  
Draft Policy 6800 Personnel – Physical Medical Exam

Chief Johnson asked that this item be again tabled while it was undergoing legal review.

5.9. Ebbetts Pass Fire District: New Station 3 Land Acquisition Update

Chief Johnson reported that he had sourced Helix to do the NEPA.

5.10 Fire Agency Insurance Risk Authority: Adjusted Premium 2024

Chief Johnson noted that the adjusted premium had been issued due to there being an extra zero in the amount to insure the newest engine so that has been corrected and a refund to be issued to the District.

6. **REPORTS**

6.1. Administrative Report

Chief Johnson reported Matt O'Donnell was working on a cooperative response plan for the Calaveras Dome area. He added that the District had received another grant for fire shelters, tools and headlamps for approximately \$14,000.

6.2. Legislative Report

Chief Johnson reported briefly on his recent attendance at a Board of Supervisors meeting on tree removal and resurgence of pine beetle activity.

6.3. Administrative - EMS

No report.

7. **COMMENTS, QUESTIONS, CONSIDERATIONS**7.1. Board Members

Mr. Clemens reported that he thought the District's direction was good and was fiscally responsible.

7.2. Firefighters Association

No report.

7.3. Employees' Group

None.

7.4. Public Comments

None.

8. **ADJOURNMENT**

Mr. Barr made a motion to adjourn. Mr. Dashner seconded; motion passed 5-0. 10:08 A.M.

Respectfully submitted,



Cheryl Howard  
District Secretary

# Ebbetts Pass Fire District



**MINUTES**  
Board of Directors  
Special Meeting  
September 12, 2023

**SUBJECT TO APPROVAL**

1. The meeting was called to order with additional accommodation for the public through the use of Zoom Meetings at 10:30 A.M. Board President Scott McKinney called the meeting to order and the Pledge of Allegiance was recited.

Directors present: Michael Barr  
Denny Clemens  
Jon Dashner  
Scott McKinney  
Pete Neal

District personnel present: Fire Chief Mike Johnson  
District Secretary Cheryl Howard  
Captain James Crabtree  
Engineer Chuck Hatcher

Public present: none

Others present via Zoom Meeting: Battalion Chief Rodney Hendrix  
Engineer Glenn Verkerk

2. **PUBLIC APPEARANCES/COMMENT – None**

3. **EPFD DRAFT POLICY 6800 PERSONNEL – PHYSICAL MEDICAL EXAM**

Fire Chief Mike Johnson briefly reviewed the process to get to this point of having the Board consider adoption of a policy for covering personnel physical medical exams. He noted that there had been much discussion with the Local 3581 representatives and they would be presenting information adjacent to the proposed policy.

Chuck Hatcher distributed copies of a proposed revision to the current Memorandum of Understanding (MOU) for Section 5.24 Health and Wellness. After much discussion, the Board asked Chief Johnson to send current Policy 6730 Drug and Alcohol Abuse—Testing Circumstances out for legal review and to schedule a closed session for the requested MOU change at the next regular meeting of the Board.


Chief Johnson recommended waiting until after the next regular Board meeting to send the newly proposed policy, Draft Policy 6800 Personnel – Physical Medical Exam, out for legal review in addition to the proposed MOU change after the Board had taken its opportunity to review the draft after Rodney Hendrix had time to refine it over the weekend.

The Board member's consensus was to proceed with the closed session for MOU negotiations and follow up with legal review of the policies and MOU change.

4. **ADJOURNMENT**

Mr. McKinney declared the meeting adjourned. 11:25 A.M.

Respectfully submitted,



Cheryl Howard  
District Secretary



**County of Calaveras  
General Ledger Summary  
Balance Sheet Accounts  
As of 8/31/2023**

**Fund 2290 Ebbetts Pass Fire**

<u>Object Code</u>	<u>Object Description</u>	<u>Balance</u>
<b><u>Assets</u></b>		
1006	Cash in Treasury	4,462,336.30
1007	Outstanding Checks	(5,583.10)
1016	Imprest Cash	40,000.00
Total Assets		\$4,496,753.20
<b><u>Liabilities</u></b>		
2009	Sales Tax Payable	302.85
2091	Accts Payable - Staledated Cks	4,532.26
Total Liabilities		\$4,835.11
<b><u>Fund Balance</u></b>		
3002	Fund Bal Unreserv/Undesign	5,788,109.02
3043	Reserve for Imprest Cash	40,000.00
Total Fund Balance		\$5,828,109.02
Year-to-Date Revenues		\$167,030.06
Year-to-Date Expenditures		\$1,503,220.99
Year-to-Date Transfers In		\$0.00
Year-to-Date Transfers Out		\$0.00
Year-to-Date Clearing Accounts		\$0.00
Total Fund Equity		\$4,491,918.09
Total Liabilities and Fund Equity		\$4,496,753.20

## REVENUE ACCOUNT SUMMARY SHEET - Aug 2023

<b>Fire Operations:</b>		BUDGETED	RECEIVED		% Received Year-To-Date
ACCOUNT	No.		Month	Year-To-Date	
Property Tax - Current Secured	4010	2,650,054	0.00	-	0%
Administrative Fee (SB2557)	4013	(51,663)	0.00	-	0%
Unitary Tax	4015	74,857	0.00	-	0%
Supplemental Tax - Current Secured	4017	63,067	0.00	-	0%
Property Tax - Current Unsecured	4020	57,179	0.00	-	0%
Supplemental Tax - Current Unsecured	4027	2,937	0.00	-	0%
Prior Unsecured Taxes	4040	4,929	0.00	-	0%
Transient Occupancy Taxes	4072	61,200	0.00	-	0%
Interest	4300	5,000	0.00	-	
HOPTR	4463	22,397	0.00	-	0%
State Grant - OTS & RFC	4455	39,500	14000.00	14,000.00	
Timber Tax	4465	-	0.00	-	
State Aid for Public Safety (Prop 172)	4472	32,500	0.00	-	
Federal Grant - AFG	4505	-	0.00	-	
Reimbursement - Personnel	4542	50,000	0.00	535.14	1%
Reimbursement - Equipment	4543	5,000	0.00	-	0%
Charges for Current Service (hydrants)	4679	10,500	0.00	-	
Other Refund - Prior Year Taxes	4684	-	0.00	-	
Training Fees	4689	-	1525.00	1,775.00	
Gifts/Donations	4707	-	0.00	100.00	
Refund - Misc.	4708	-	1589.87	1,666.36	
Other Revenue	4712	26,922	2,170.21	4,340.42	16%
Miscellaneous Revenue	4713	500	0.00	-	0%
Refunds - Insurance	4743	-	0.00	-	
Sale of Surplus Property	4800	-	0.00	-	
<b>Total</b>		<b>3,054,879</b>	<b>19,285.08</b>	<b>22,416.92</b>	<b>1%</b>

<b>EMS/Paramedic Program</b>		BUDGETED	RECEIVED		% Received Year-To-Date
ACCOUNT	No.		Month	Year-To-Date	
Special Tax	4077	362,578	0.00	0.00	0%
Special Tax - Sustain ALS	4077 S	420,032	0.00	0.00	
Refunds - Insurance	4743	-	0.00	0.00	
<b>Total</b>		<b>782,610</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>

<b>Ambulance Program</b>		BUDGETED	RECEIVED		% Received Year-To-Date
ACCOUNT	No.		Month	Year-To-Date	
Special Tax	4077	829,798	0.00	0.00	0%
Special Tax - Sustain ALS	4077 S	1,079,940	0.00	0.00	0%
Other Programs - State (GEMT)	4479	103,000	0.00	0.00	
Federal Grant - AFG - Generator	4505	28,600	0.00	0.00	
State Other Aid (IGT)	4580	700,000	0.00	0.00	
EMS Transport Revenue	4660	770,000	102,324.50	144,147.14	19%
Collections	4679	-	235.00	466.00	
Refunds - Insurance	4743	-	-	0.00	
<b>Total</b>		<b>3,511,338</b>	<b>102,559.50</b>	<b>144,613.14</b>	<b>4%</b>

## FIRE OPERATIONS ACCOUNT SUMMARY SHEET - AUGUST 2023

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-1.001	1,294,096	<b>102,928.79</b>	197,794.15	1,096,301.85	15%
Extra Hire	-1.002	10,000	<b>578.27</b>	1,475.41	8,524.59	15%
Extra Hire - Intern	-1.003	46,506	<b>2,130.68</b>	4,474.17	42,031.83	10%
ST/TF FF Payments	-1.004	50,000	<b>0.00</b>	0.00	50,000.00	0%
Volunteer FF Relief	-1.005	40,000	<b>478.03</b>	956.06	39,043.94	2%
Retirement-UAL	-1.049	176,425	<b>0.00</b>	74,781.30	101,643.70	42%
Retirement	-1.050	198,824	<b>16,731.50</b>	31,774.40	167,049.60	16%
Group Insurance	-1.055	290,770	<b>19,840.26</b>	52,371.58	238,398.42	18%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-1.111	51,190	<b>0.00</b>	103.89	51,086.11	0%
Safety Equipment	-1.115	6,000	<b>0.00</b>	0.00	6,000.00	0%
Communications-Radios	-1.121	9,560	<b>0.00</b>	4,469.01	5,090.99	47%
Communications-Phone	-1.124	16,000	<b>568.51</b>	1,100.17	14,899.83	7%
Food - Fire Line Meals	-1.131	640	<b>104.78</b>	164.52	475.48	26%
Housekeeping	-1.141	6,800	<b>325.29</b>	578.86	6,221.14	9%
Insurance-Prop/Liability	-1.151	55,160	<b>0.00</b>	55,160.00	-	100%
Insurance-Workers Comp	-1.153	92,000	<b>0.00</b>	88,766.98	3,233.02	96%
Maintenance-Apparatus	-1.181	59,000	<b>3,287.82</b>	7,387.71	51,612.29	13%
Maintenance-Utilities	-1.182	10,000	<b>1,183.29</b>	1,800.42	8,199.58	18%
Building Maintenance	-1.201	28,230	<b>3,116.57</b>	3,849.57	24,380.43	14%
Emergency Care/Rescue	-1.211	1,275	<b>0.00</b>	0.00	1,275.00	0%
Memberships	-1.221	9,525	<b>0.00</b>	375.00	9,150.00	4%
Office Expense	-1.241	14,982	<b>490.90</b>	6,697.97	8,284.03	45%
Office Expense-Postage	-1.243	1,000	<b>89.80</b>	119.72	880.28	12%
Office Expense-Copies	-1.245	690	<b>39.72</b>	108.32	581.68	16%
Professional Services	-1.271	33,000	<b>0.00</b>	0.00	33,000.00	0%
Small Tools/FF Equipment	-1.401	13,000	<b>2,269.07</b>	2,269.07	10,730.93	17%
Small Tools-Hose/SCBA	-1.402	10,600	<b>0.00</b>	1,586.09	9,013.91	15%
Special District Expense	-1.411	20,050	<b>3,806.68</b>	3,828.74	16,221.26	19%
SDE--Health Maintenance	-1.412	44,700	<b>0.00</b>	580.00	44,120.00	1%
Training	-1.422	12,500	<b>166.83</b>	1,290.83	11,209.17	10%
Travel/Education	-1.478	9,000	<b>0.00</b>	141.18	8,858.82	2%
Transportation Fuel	-1.480	27,700	<b>977.60</b>	2,850.59	24,849.41	10%
Utilities - Water/Sewer	-1.501	4,900	<b>0.00</b>	789.30	4,110.70	16%
Utilities - Electrical	-1.504	12,520	<b>1,060.64</b>	2,029.76	10,490.24	16%
Utilities - Propane	-1.505	14,280	<b>0.00</b>	32.02	14,247.98	0%
LAFCO Fee	<b>5627</b>	4,928	<b>0.00</b>	4,927.48	0.52	100%
<b>FIXED ASSETS</b>						
Building Fund: Structures	<b>5640</b>	263,698	<b>0.00</b>	0.00	263,698.00	0%
Equipment	<b>5701</b>	92,592	<b>0.00</b>	0.00	92,592.00	0%
<b>Fire Operation Fund Totals</b>		<b>3,032,141</b>	<b>160,175.03</b>	<b>554,634.27</b>	<b>2,477,506.73</b>	<b>18%</b>

# CHECKS ISSUED LISTING - August 2023 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.1.001: SALARIES</b>			
	26008, 26096	Payroll / Statutory Elective Withholding	\$92,721.30
	26008, 26096	Paychex Fee employer cost	\$275.97
1133080, 1133496	PARS	EE withholding	\$475.70
	26009, 26097	EPFF Local #3581 dues and meals withholding	\$934.28
	26155	PERS EE portion; ER paid EE portion	\$8,521.54
<b>5001.1.002: EXTRA HIRE</b>			
	26008, 26096	Payroll / Statutory Elective Withholding	\$535.52
1133080, 1133496	PARS	EE withholding	\$42.75
<b>5001.1.003: EXTRA HIRE - INTERNS</b>			
	23136, 23270	Payroll / Statutory Elective Withholding	\$779.20
1118385, 1119039	PARS	EE withholding	\$60.00
<b>5001.1.004: ST/TF Firefighter Payment</b>			<i>none issued</i>
<b>5001.1.005: Volunteer Firefighter Response/Relief</b>			
	1119068	PARS trust administration	\$468.66
<b>5001.1.049: RETIREMENT UAL PREPAYMENT &amp; LOAN</b>			<i>none issued</i>
<b>5001.1.050: RETIREMENT (PERS)</b>			
	26155	CalPERS Employer Portion	\$16,311.50
	26155	CalPERS GASB 68 fees	\$420.00
<b>5001.1.055: GROUP INSURANCE</b>			
	1133629	FDAC-EBA med/vis/den/life ins prem	\$1,187.27
	1133632	SDRMA-Employee Benefit Service - medical premium	\$17,844.75
	1133630	LV FF Health & Welfare Trust medical premium	\$903.00
	26008, 26096	Supplemental Life Premium Withholding	(\$94.76)
<b>5111.1.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.1.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.1.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>

RECORDS OF THE BOARD OF SUPERVISORS

OF THE COUNTY OF ALBANY

IN SENATE CHAMBERS

ON THE 15th DAY OF

APRIL 1900

THE BOARD OF SUPERVISORS

RESOLVED

THAT

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# CHECKS ISSUED LISTING - August 2023 FIRE OPERATIONS

## 5111.1.124: COMMUNICATIONS: TELEPHONE

1133119, 1133636 Comcast	monthly charges	\$412.87
1118954 Verizon Wireless	monthly charges	\$155.64

## 5111.1.131: FOOD/FIRE LINE MEALS

1133122 US Bank	coffee	\$104.78
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## 5111.1.141: HOUSEHOLD EXPENSE

1133122 US Bank	flavorizer bars	\$25.52
1133633 Anchor Pest Control	pest control	\$96.00
1133636 CA Waste Recovery	trash removal	\$133.20
1133639 Ebbetts Pass Lumber Co	hose adapter, seal, elbow	\$70.57

**5111.1.151: INSURANCE: PROPERTY/LIABILITY** *none issued*

**5111.1.153: INSURANCE: WORKER'S COMPENSATION** *none issued*

## 5111.1.181: MAINTENANCE: APPARATUS

1133122 US Bank	U1002: battery	\$502.90
1133634 Arnold Auto Supply	U1002: fuel pump; U8: grease	\$153.25
1133639 Ebbetts Pass Lumber Co	U1008: fastener, alcohol	\$62.56
1133641 Golden State EVS	U1008: air dryer	\$61.52
1133646 Richard Lokey	U1005: oil service; U8 pump test	\$3,010.49
JE O'Reilly Parts	U1002: credit for battery	(\$502.90)

## 5111.1.182: MAINTENANCE: UTILITIES

1133122 US Bank	remove dents, cover, fuel line pts	\$491.42
1133639 Ebbetts Pass Lumber Co.	boat: fasteners	\$12.83
1134012 Arnold Automotive	boat: service fuel leaks; oil chang	\$679.04

## 5111.1.201: BUILDING & GROUNDS MAINTENANCE

1133120 Modesto Overhead Door	repair damage to bay door #3	\$2,541.00
1133637 CISCO Fire Sprinklers	replace broken OS&Y; service	\$544.50
1133639 Ebbetts Pass Lumber Co	exhaust fan	\$31.07

**5111.1.211: EMERGENCY CARE** *none issued*

**5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS** *none issued*

# CHECKS ISSUED LISTING - August 2023 FIRE OPERATIONS

## 5111.1.241: OFFICE EXPENSE

1133122 US Bank/Siteground.com	email hosting/spam blocker	\$342.89
1133639 Ebbetts Pass Lumber Co	cable	\$30.01
1134011 Staples	office supplies	\$118.00

## 5111.1.243: OFFICE EXPENSE: POSTAGE

JE Calaveras Co	mailing of checks	\$23.80
1133122 US Bank	stamps	\$66.00

## 5111.1.245: OFFICE EXPENSE: COPIES

1133647 Power Business Technologies	copier maintenance	\$39.72
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## 5111.1.271: PROFESSIONAL SERVICES

*none issued*

## 5111.1.401: SMALL TOOLS/FF EQUIPMENT

1133122 US Bank	lockout tags, thermal imager batt	\$596.72
1133639 Ebbetts Pass Lumber Co	ladder, pipe fittings	\$321.03
1133645 L N Curtis & Sons	wye valve	\$1,351.32

## 5111.1.402: SMALL TOOLS: HOSE / SCBA

*none issued*

## 5111.1.411: SPECIAL DISTRICT EXPENSE

1133122 US Bank: SAMBA	EPN reporting	\$41.07
1133122 US Bank	SPOT subscription	\$359.40
1133122 US Bank	repair damaged gate	\$961.00
JE CalCo Environmental Health	CUPA oversight fee	\$262.00
JE CalCo Sheriff's Office	livescan fee	\$28.00
1133635 CA Dept. of Justice	fingerprint check	\$32.00
1133639 Ebbetts Pass Lumber Co	hyd maint; parade readiness	\$33.21
1134007 American Legion Ambulance	helo group membership plan	\$2,090.00

## 5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE *none issued*

## 5111.1.422: TRAINING

1133122 US Bank	placement of shipping container	\$126.29
26134 Mike Arechiega	Calaveras Dome Guidebook	\$14.00
1133639 Ebbetts Pass Lumber Co	hose adapter, seal, elbow	\$26.54

## 5111.1.478: TRAVEL/EDUCATION/TRAINING

*none issued*

**CHECKS ISSUED LISTING - August 2023**      **FIRE OPERATIONS**

**5111.1.480: TRANSPORTATION FUEL**

1133122 US Bank	unleaded fuel	\$88.14
1133640 Ebbetts Pass Gas Service	unleaded fuel	\$728.87
26131 Hunt & Sons Inc	diesel fuel	\$160.59

**5111.1.501: UTILITIES: WATER/SEWER**      *none issued*

**5111.1.504: UTILITIES: ELECTRICITY**  
JE CPPA      electricity      \$1,060.64

**5111.1.505: UTILITIES: PROPANE**      *none issued*

**5627 F: LAFCO Fee**      *none issued*

**5640 F: STRUCTURES**      *none issued*

**5701 F: EQUIPMENT**      *none issued*



**ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - AUG 2023**

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-2.001	436,839	<b>37,580.00</b>	71,467.27	365,371.73	16%
Retirement-UAL	-2.049	73,276	<b>0.00</b>	41,317.18	31,958.82	56%
Retirement	-2.050	73,755	<b>6,207.13</b>	11,770.44	61,984.56	16%
Group Insurance	-2.055	113,512	<b>6,876.71</b>	21,500.49	92,011.51	19%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-2.111	2,775	<b>0.00</b>	38.47	2,736.53	1%
Safety Equipment	-2.115	1,000	<b>0.00</b>	0.00	1,000.00	0%
Communications-Radios	-2.121	1,440	<b>0.00</b>	62.41	1,377.59	4%
Communications-Phone	-2.124	2,000	<b>142.13</b>	275.04	1,724.96	14%
Food/Meals	-2.131	160	<b>26.20</b>	41.14	118.86	26%
Housekeeping	-2.141	1,700	<b>63.68</b>	119.19	1,580.81	7%
Insurance-Prop/Liability	-2.151	11,032	<b>0.00</b>	11,031.00	1.00	100%
Insurance-Workers Comp	-2.153	23,000	<b>0.00</b>	22,191.74	808.26	96%
Maintenance-Apparatus	-2.181	2,900	<b>214.86</b>	515.07	2,384.93	18%
Building & Grounds Maint.	-2.201	6,770	<b>108.90</b>	260.90	6,509.10	4%
Copier Maintenance	-2.245	175	<b>9.93</b>	27.08	147.92	15%
Professional Services	-2.271	2,200	<b>0.00</b>	0.00	2,200.00	0%
Special District Expense	-2.411	1,030	<b>336.00</b>	369.79	660.21	36%
SDE--Health Maintenance	-2.412	3,300	<b>0.00</b>	0.00	3,300.00	0%
Training	-2.422	4,000	<b>0.00</b>	0.00	4,000.00	0%
Travel/Education	-2.478	2,700	<b>0.00</b>	0.00	2,700.00	0%
Transportation Fuel	-2.480	7,200	<b>546.84</b>	1,870.97	5,329.03	26%
Utilities - Water/Sewer	-2.501	1,150	<b>0.00</b>	197.32	952.68	17%
Utilities - Electrical	-2.504	3,130	<b>265.16</b>	507.44	2,622.56	16%
Utililities - Propane	-2.505	3,590	<b>0.00</b>	8.01	3,581.99	0%
<b>SPECIAL TAX HANDLING FEE</b>	<b>5411</b>	3,626	<b>0.00</b>	0.00	3,626.00	0%
<b>Engine Paramedic Program Totals</b>		<b>782,260</b>	<b>52,377.54</b>	<b>183,570.95</b>	<b>598,689.05</b>	<b>23%</b>

## CHECKS ISSUED LISTING - August 2023 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.2.001: SALARIES</b>			
	26008, 26096 Payroll / Statutory Elective Withholding / Paychex Fee		\$34,644.90
1133080, 1133496	PARS	EE withholding	\$39.42
	26009, 26097 EPFF Local #3581	dues and meals withholding	\$490.12
	26155 PERS	EE portion; ER paid EE portion	\$2,405.56
<b>5001.2.049: RETIREMENT UAL PREPAYMENT &amp; LOAN</b>			<i>none issued</i>
<b>5001.2.050: RETIREMENT (PERS)</b>			
	26155 CalPERS	employer portion	\$6,102.13
	26155 CalPERS	GASB 68 fee	\$105.00
<b>5001.2.055: GROUP INSURANCE</b>			
	1133629 FDAC-EBA	med/vis/den/life ins prem	\$384.00
	1133632 SDRMA-Employee Benefit Service - medical premium		\$6,518.87
	26008, 26096 Supplemental Life Premium Withholding		(\$26.16)
<b>5111.2.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.2.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.2.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>
<b>5111.2.124: COMMUNICATIONS: TELEPHONE</b>			
1133119, 1133636	Comcast	monthly charges	\$103.22
	1118954 Verizon Wireless	monthly charges	\$38.91
<b>5111.3.131: FOOD/FIRE LINE MEALS</b>			
	1133122 US Bank	coffee	\$26.20
<b>5111.2.141: HOUSEHOLD EXPENSE</b>			
	1133122 US Bank	flavorizer bars	\$6.38
	1133633 Anchor Pest Control	pest control	\$24.00
	1133636 CA Waste Recovery	trash removal	\$33.30
<b>5111.2.151: INSURANCE: PROPERTY/LIABILITY</b>			<i>none issued</i>

THE UNIVERSITY OF CHICAGO LIBRARY

Author	Title	Date
A. B. C.	The History of the World	1789
D. E. F.	The Art of War	1800
G. H. I.	The Science of Nature	1810
J. K. L.	The Philosophy of Mind	1820
M. N. O.	The Law of Nations	1830
P. Q. R.	The History of Art	1840
S. T. U.	The Science of Law	1850
V. W. X.	The Philosophy of Language	1860
Y. Z. A.	The History of Science	1870
B. C. D.	The Art of Navigation	1880
E. F. G.	The Science of Music	1890

## CHECKS ISSUED LISTING - August 2023 ENGINE PARAMEDIC

<b>5111.2.153: INSURANCE: WORKER'S COMPENSATION</b>		<i>none issued</i>
<b>5111.2.181: MAINTENANCE: APPARATUS</b>		
1133641 Golden State EVS	U1009: paint	\$214.86
<b>5111.1.201: BUILDING &amp; GROUNDS MAINTENANCE</b>		
1133637 CISCO Fire Sprinklers	replace broken OS&Y; service	\$108.90
<b>5111.1.245: OFFICE EXPENSE: COPIES</b>		
1133647 Power Business Technologies	copier maintenance	\$9.93
<b>5111.2.271: PROFESSIONAL SERVICES</b>		<i>none issued</i>
<b>5111.2.402: SMALL TOOLS: HOSE / SCBA</b>		<i>none issued</i>
<b>5111.2.411: SPECIAL DISTRICT EXPENSE</b>		
1133122 US Bank: SAMBA	EPN reporting	\$6.00
1134007 American Legion Ambulance	helo group membership plan	\$330.00
<b>5111.2.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE</b>		<i>none issued</i>
<b>5111.2.422: TRAINING</b>		<i>none issued</i>
<b>5111.2.478: TRAVEL/EDUCATION/TRAINING</b>		<i>none issued</i>
<b>5111.2.480: TRANSPORTATION FUEL</b>		
26131 Hunt & Sons Inc	diesel fuel	\$546.84
<b>5111.2.501: UTILITIES: WATER/SEWER</b>		<i>none issued</i>
<b>5111.2.504: UTILITIES: ELECTRICITY</b>		
JE CPPA	electricity	\$265.16
<b>5111.2.505: UTILITIES: PROPANE</b>		<i>none issued</i>
<b>5411 P: SPECIAL TAX HANDLING FEE</b>		<i>none issued</i>

## AMBULANCE PROGRAM ACCOUNT SUMMARY SHEET - AUG 2023

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-3.001	1,698,246	<b>133,578.95</b>	256,540.45	1,441,705.55	15%
Retirement-UAL	-3.049	190,821	<b>0.00</b>	70,435.07	120,385.93	37%
Retirement	-3.050	208,200	<b>17,179.95</b>	32,679.34	175,520.66	16%
Group Insurance	-3.055	478,632	<b>34,001.98</b>	82,537.60	396,094.40	17%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-3.111	13,860	<b>0.00</b>	142.36	13,717.64	1%
Safety Equipment	-3.115	2,250	<b>513.45</b>	513.45	1,736.55	23%
Communications-Radios	-3.121	4,200	<b>0.00</b>	312.04	3,887.96	7%
Communications-Phone	-3.124	10,000	<b>710.63</b>	1,375.21	8,624.79	14%
Food - Fire Line Meals	-3.131	800	<b>130.98</b>	205.65	594.35	26%
Housekeeping	-3.141	8,500	<b>318.39</b>	595.95	7,904.05	7%
Insurance-Prop/Liability	-3.151	44,128	<b>0.00</b>	44,128.00	-	100%
Insurance-Workers Comp	-3.153	115,000	<b>0.00</b>	110,958.72	4,041.28	96%
Maintenance-Ambulances	-3.183	31,250	<b>317.56</b>	410.38	30,839.62	1%
Building Maintenance	-3.201	40,150	<b>4,411.40</b>	5,046.40	35,103.60	13%
Emergency Care/Rescue	-3.211	43,080	<b>4,016.38</b>	7,774.94	35,305.06	18%
Memberships	-3.221	150	<b>0.00</b>	0.00	150.00	0%
Office Expense	-3.241	10,031	<b>572.63</b>	6,724.86	3,306.14	67%
Office Expense - Copies	-3.245	860	<b>49.64</b>	135.38	724.62	16%
Professional Services	-3.271	79,018	<b>4,630.00</b>	15,785.04	63,232.96	20%
Small Tools/FF Equipment	-3.401	9,350	<b>1,021.13</b>	1,189.12	8,160.88	13%
Special District Expense	-3.411	10,450	<b>1,944.05</b>	2,010.98	8,439.02	19%
SDE--Health Maintenance	-3.412	33,100	<b>0.00</b>	770.15	32,329.85	2%
SDE--Administrative Fee	-3.413	3,800	<b>0.00</b>	0.00	3,800.00	0%
Training	-3.422	12,000	<b>264.00</b>	786.00	11,214.00	7%
Travel/Education	-3.478	4,500	<b>0.00</b>	0.00	4,500.00	0%
Transportation Fuel	-3.480	32,000	<b>1,091.14</b>	3,073.69	28,926.31	10%
Utilities - Water/Sewer	-3.501	5,700	<b>0.00</b>	986.63	4,713.37	17%
Utilities - Electrical	-3.504	15,650	<b>1,325.80</b>	2,537.20	13,112.80	16%
Utilities - Propane	-3.505	18,850	<b>0.00</b>	40.02	18,809.98	0%
Bank Charges	<b>5403 A</b>	-	<b>0.00</b>	0.00	-	
SPECIAL TAX HANDLING FEE	<b>5411</b>	23,298	<b>0.00</b>	0.00	23,298.00	0%
SDE DHCS IGT Pull-Down Fee	<b>5411</b>		<b>0.00</b>	0.00	-	
REFUND OVERPAYMENT	<b>5612</b>	13,000	<b>2,480.46</b>	2,480.46	10,519.54	19%
Bad Debts (NSF checks)	<b>5616</b>	-	<b>0.00</b>	0.00	-	
<b>FIXED ASSETS</b>						
Building Fund: Structures	<b>5640</b>	-	<b>0.00</b>	0.00	-	
Equipment	<b>5701</b>	490,000	<b>0.00</b>	0.00	490,000.00	
<b>Ambulance Program Totals</b>		<b>3,650,874</b>	<b>208,558.52</b>	<b>650,175.09</b>	<b>3,000,698.91</b>	<b>18%</b>

# CHECKS ISSUED LISTING - August 2023

# STATION 3 A

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.3.001: SALARIES</b>			
26008, 26096	Payroll / Statutory Elective Withholding / Paychex Fee		\$118,200.69
1133080, 1133496	PARS	EE withholding	\$0.00
26009, 26097	EPFF Local #3581	dues and meals withholding	\$2,025.60
26155	PERS	EE portion; ER paid EE portion	\$13,352.66
<b>5001.3.049: RETIREMENT UAL PREPAYMENT &amp; LOAN</b>			<i>none issued</i>
<b>5001.3.050: RETIREMENT (PERS)</b>			
26155	CalPERS	employer portion	\$16,654.95
26155	CalPERS	GASB 68 fee	\$525.00
<b>5001.3.055: GROUP INSURANCE</b>			
1133629	FDAC-EBA	med/vis/den/life ins prem	\$2,190.68
1133632	SDRMA-Employee Benefit Service - medical premium		\$31,946.48
26008, 26096	Supplemental Life Premium Withholding		(\$135.18)
<b>5111.3.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.3.115: SAFETY EQUIPMENT</b>			
1133122	US Bank	firefighter badge	\$513.45
<b>5111.3.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>
<b>5111.3.124: COMMUNICATIONS: TELEPHONE</b>			
1133119, 1133636	Comcast	monthly charges	\$516.09
1118954	Verizon Wireless	monthly charges	\$194.54
<b>5111.3.131: FOOD/FIRE LINE MEALS</b>			
1133122	US Bank	coffee	\$130.98
<b>5111.3.141: HOUSEHOLD EXPENSE</b>			
1133122	US Bank	flavorizer bars	\$31.90
1133633	Anchor Pest Control	pest control	\$120.00
1133636	CA Waste Recovery	trash removal	\$166.49

**CHECKS ISSUED LISTING - August 2023****STATION 3 A****5111.3.151: INSURANCE: PROPERTY/LIABILITY** *none issued***5111.3.153: INSURANCE: WORKER'S COMPENSATION** *none issued***5111.3.183: MAINTENANCE: AMBULANCES**

1133122 US Bank	U3508/9: fuel filler neck	\$67.46
1133634 Arnold Auto Supply	U3509: wipers, DEF, car wash	\$172.60
1133643 Thompsons of Placerville	U3509: repair gauge problem	\$77.50

**5111.3.201: BUILDING & GROUNDS MAINTENANCE**

1133121 Ron Cooper Gen Engineering	sealcoat Sta. 3 parking lot	\$3,975.80
1133637 CISCO Fire Sprinklers	replace broken OS&Y; service	\$435.60

**5111.3.211: EMERGENCY CARE / RESCUE**

1133644, 1134010 Life Assist Inc	medical supplies	\$4,016.38
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**5111.3.221: MEMBERSHIPS/SUBSCRIPTIONS** *none issued***5111.3.241: OFFICE EXPENSE**

1133122 US Bank/Siteground.com	email hosting/spam blocker	\$332.88
1133122 US Bank	paper, shredder	\$121.76
1134011 Staples	office supplies	\$117.99

**5111.1.245: OFFICE EXPENSE: COPIES**

1133647 Power Business Technologies	copier maintenance	\$49.64
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**5111.3.271: PROFESSIONAL SERVICES**

1133123 Wittman Enterprises LLC	billing services	\$3,450.00
1133642 Health Management Assoc.	IGT/PP-GEMT consultation	\$1,180.00

**5111.3.401: SMALL TOOLS/FF EQUIPMENT**

1133644 Life Assist	mega mover, bags	1,021.13
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**5111.3.411: SPECIAL DISTRICT EXPENSE**

1133122 US Bank: SAMBA	EPN reporting	\$24.00
1133122 US Bank	CPR and 1st Aid cards	\$237.58
1133639 Ebbetts Pass Lumber Co	parade readiness	\$32.47
1134007 American Legion Ambulance	helo group membership plan	\$1,650.00

**5111.3.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE** *none issued*

**CHECKS ISSUED LISTING - August 2023****STATION 3 A****5111.3.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE** *none issued***5111.3.422: TRAINING**

1133122 US Bank	KJSimons paramedic renewal	\$250.00
26134 Mike Arechiega	Calaveras Dome Guidebook	\$14.00

**5111.3.478: TRAVEL/EDUCATION/TRAINING***none issued***5111.3.480: TRANSPORTATION FUEL**

26131 Hunt & Sons Inc	diesel fuel	\$746.84
26134 EPFD: WEX Bank	diesel fuel	\$344.30

**5111.3.501: UTILITIES: WATER/SEWER***none issued***5111.3.504: UTILITIES: ELECTRICITY**

JE CPPA	electricity	\$1,325.80
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**5111.3.505: UTILITIES: PROPANE***none issued***5403 A: TREASURER'S ADMIN FEE***none issued***5411 A: SPECIAL TAX HANDLING FEE***none issued***5640 A: STRUCTURES***none issued***5701 A: EQUIPMENT***none issued***5612 A: REFUNDS**

26023 Patient	refund overpayment	\$128.12
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RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
**EBBETTS PASS FIRE PROTECTION DISTRICT**

**RESOLUTION No. 2023-6**

**RESOLUTION ADOPTING THE FINAL BUDGET AND AN  
APPROPRIATIONS LIMIT FOR THE 2023-24 FISCAL YEAR**

WHEREAS, the Board of Directors has adopted a Preliminary Budget for fiscal year 2023-24 and a notice was published stating that the final budget was to be adopted; and

WHEREAS, by previous Resolution the Board of Directors has established the method of calculation of the appropriations limit on the proceeds of taxes, and a notice was published stating that an appropriations limit was to be adopted and that the information and data for the limit was available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Ebbetts Pass Fire District for 2023-24 that the Operations-Fire final budget totals \$3,032,141, the Engine Paramedic Program final budget totals \$782,260, and Station 3 Ambulance Program final budget totals \$3,650,874.

BE IT FURTHER RESOLVED that the adopted Appropriations Limit for the 2023-24 fiscal year is \$5,173,760.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of September 2023 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Directors

## Mike Johnson

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**From:** Dmitry Semenov   
**Sent:** Friday, August 18, 2023 12:26 PM  
**To:** Mike Johnson; 'Cheryl Howard'  
**Subject:** 2022 Actuarial Reports / Impacts

Cheryl and Chief Johnson,

Thank you for sending the 2022 CalPERS reports. We have gone through them and the actual impact on the District, unfortunately, was greater than what we estimated in December of last year. Two things happened:

- CalPERS revised their 2022 investment loss from 6.1% (which was the basis of our analysis) to 7.5%, which led to a larger UAL increase than what we estimated.
- CalPERS also added a very substantial Non-Investment Loss (making adjustments for plan assumptions vs. actual plan experience for the year) – this is something that we cannot estimate and CalPERS does not publish any interim data on such adjustments, so it was specifically excluded from our analysis.

As a result of these adjustments, our December estimates fell short, as follows:

- We projected the 2022 UAL balance across the three plans to be \$1,107,000, while the final 2022 UAL balance calculated by CalPERS was \$2,047,000, a \$940,000 difference. That difference consists of the following items:
  - Additional investment loss of at least \$246,000 over what we projected
  - Non-Investment Loss of \$325,000
  - The remaining \$370,000 difference appears to be due to CalPERS recalculating the amount of the pension benefits earned by the plan participants. Unfortunately, the way CalPERS accounted for your plan for the 2022 fiscal year does not provide sufficient detail to determine the specific reason for this additional UAL.
- The UAL balance increase also led to the increase in the associated interest calculations:
  - In our December 2022 memo, we calculated an estimated interest amount of approximately \$75,250, while the actual amount is \$139,200, as shown in the table below.
- Finally, the District in its pension liability management policy set a goal of 95% funded target for its pension plans. The impacts of the 2022 investment losses and the additional UAL added by CalPERS result in your plans being about 88% funded. The difference between the 95% target and the 88% estimate translates into \$1,127,000. Some of that amount could be covered by the \$139,200 interest payment referenced above.

These calculations are summarized in the table below. I am happy to discuss this once you have had a chance to review.

**Ebbetts Pass Fire Protection District  
CalPERS UAL 2022 Actuarial Report Overview**

Description	Safety Plan		Classic Mi
	Classic	PEPRA	Plan
06/30/2021 UAL Balance	\$2,840,124	(\$36,467)	\$71,93
District ADP	(\$506,939)	\$0	\$0
UAL Refunding	(\$3,266,192)	(\$51,364)	(\$107,12
FY2022 Net UAL Increase	\$2,788,173	\$219,032	\$95,67
06/30/2022 UAL Balance	\$1,855,166	\$131,201	\$60,48
UAL Interest	\$126,151	\$8,922	\$4,11
Other CalPERS Adjustments	\$18,626	\$21,794	\$69
Projected 06/30/2023 UAL Balance [1]	\$1,999,943	\$161,917	\$65,28
Estimated 06/30/2023 Funded Level [2]	90.0%	87.8%	90.5%
<b>Recommended Min 2023 ADP To Avoid Negative Amortization</b>	<b>\$126,151</b>	<b>\$8,922</b>	<b>\$4,11</b>
<hr/>			
<b>Total ADP Necessary to Achieve 95% Funded Level</b>	<b>\$1,000,724</b>	<b>\$95,380</b>	<b>\$30,84</b>

[1] UAL Balance provided by CalPERS and does not include 2023 funding shortfall or any other adjustments.  
 [2] Funded level estimated by Ridgeline based on 2022 Entry Age Accrued Liability Balance and CalPERS UAL

Sincerely,



**Dmitry Semenov** | Principal



Ridgeline Municipal Strategies, LLC  
 2213 Plaza Drive, Rocklin, CA 95765  
 (916) 250-1590 | [dsemenov@ridgelinemuni.com](mailto:dsemenov@ridgelinemuni.com)

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Pursuant to Municipal Securities Rulemaking Board Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, "Conflicts of Interest" and any "Legal or Disciplinary Events" of the Firm and its associated persons. Please refer to Ridgeline Municipal Strategies, LLC website for certain disclosures relating to "Conflicts of Interest" and "Legal or Disciplinary Events". See Regulatory Information: <https://ridgelinemuni.com/disclosures/>

## Mike Johnson

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**From:** Margaux McFetridge >  
**Sent:** Thursday, August 24, 2023 3:49 PM  
**To:** Mike Johnson; epfd@epfd.org  
**Subject:** For Review: Draft CY 2022 IGT Attachment Bs and LOIs  
**Attachments:** EPFD\_Anthem\_LOI\_draft.docx; EPFD\_CHW\_LOI\_draft.docx; EPFD\_Anthem\_CY 2022 Att B-Voluntary Rate Range Program.xlsx; EPFD\_CHW\_CY 2022 Att B-Voluntary Rate Range Program.xlsx; CY 2022 IGT Calculations\_EPFD.xlsx

Good afternoon Chief Johnson and Cheryl,

Attached are the draft Attachment Bs and LOIs for the CY 2022 IGT for review, along with my calculations for the amounts included.

The total contribution amount for the CY 2022 IGT for Anthem and CHW combined is estimated to be: **\$775,701**. This amount still requires approval from the Plans, and they may not approve this much, but this is the amount that we can request based on your data.

For the CY 2021 IGT, you contributed a total of \$269,625, so your potential CY 2022 IGT contribution is significantly more than that, which is great. This is because your costs per trip increased substantially from what was reported in the previous cycle. So now your unreimbursed costs actually exceed your unreimbursed charges. And historically DHCS has approved up to 125% of unreimbursed costs.

Before I reach out to Anthem and CHW to see they will approve the proposed contribution amounts, please let me know if you think there might be any concerns EPFD transferring \$931k (\$776k plus the 20% DHCS admin fee). I just want to make sure that you are comfortable with that large of a contribution since there is the possibility that they may approve the amounts. Please let me know as soon as possible. Unfortunately DHCS has a very tight timeframe for this IGT cycle!

Here are my rough estimates for payments:

<b>CY 2022 VRRP IGT – Rough Estimates</b>	
<b>Est. Total Contribution</b>	\$775,701
<b>Est. Total Wire Amount (Contribution + 20% DHCS Admin Fee)</b>	\$930,842
<b>Est. Total Payments</b>	\$2,502,263
<b>Est. Total Net New Revenue</b>	\$1,571,421

Thanks!  
Margaux

**HMA** | **Margaux McFetridge**  
Senior Consultant | Sacramento, CA  
Office: (916) 446-4601 | Direct: (916) 329-8229 | Mobile: (916) 613-1532  
www.healthmanagement.com

Register for HMA's Conference on Innovations in Publicly Sponsored Healthcare | October 30 | Chicago

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HELIX Environmental Planning, Inc.  
1180 Iron Point Road, Suite 130  
Folsom, CA 95630  
916.435.1205 tel  
619.462.0552 fax  
[www.helixepi.com](http://www.helixepi.com)



September 8, 2023

Mike Johnson, Fire Chief  
Ebbetts Pass Fire District  
1037 Blagen Road  
Arnold, CA 95223  
firechief@epfd.org | 209.795.1646

**Subject: Letter Proposal/Agreement to Provide Environmental Consulting Services for the New Fire Station 3 Project**

Dear Mr. Johnson:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal/agreement (Agreement) to Ebbetts Pass Fire District (Client) to provide environmental consulting services for the New Fire Station 3 Project (Project) located in the Stanislaus National Forest, Calaveras County (County), California. HELIX understands that the proposed project would construct a fire station and associated grounds on Highway 4 near the Calaveras Ranger Station, in order to replace the existing fire station which has become obsolete and can no longer house the new fire apparatus.

## **SCOPE OF SERVICES**

### **Task 1: National Environmental Policy Act (NEPA) Categorical Exclusion (CE)**

HELIX will prepare a NEPA CE compliance document for the review and approval by the United States Forest Service (USFS) in accordance with Council on Environmental Quality (CEQ) Regulations, USFS Manual 1950, Handbook 1909.15, 36 Code of Federal Regulation (CFR) 220, and 36 CFR 218 for NEPA implementation. HELIX will coordinate with the Project Team and Ebbetts Pass Fire District staff to ensure that appropriate NEPA compliance document is being prepared and is consistent with the requirements of the USFS. This scope of work and cost estimate assumes that a NEPA CE compliance document under 36 CFR 220.6(e)(3) Approval, modification, or continuation of special uses that require less than 20 acres of NFS lands, is appropriate for the proposed project, and a Decision Memorandum will be prepared. Quality Assurance/Quality Control (QA/QC) review of the Decision Memorandum will be completed by senior staff prior to submittal to the Client. HELIX will submit the Draft Decision Memorandum to Client and Project Team for review and comment. This task assumes one round of minor revisions from the Project Team would be necessary prior to preparation of the Final Decision Memorandum. Major or multiple revisions may require a contract augment.

This task also assumes that HELIX's Senior Environmental Project Manager will participate in up to four, 1-hour conference calls/virtual meetings with the Project Team.

**Deliverables:**

- Draft and Final Decision Memorandum for USFS and supporting documentation as appropriate (determination of no extraordinary circumstances)

**Task 2: Cultural Resources Assessment**

HELIX will coordinate with the Forest Service Archaeologist to conduct a records search at the Stanislaus National Forest District Office located in Sonora, California. The records search will include reviews of archaeological site records and data from previous surveys and research reports in order to identify cultural resources previously documented within and immediately adjacent to the project area, and to assess the potential for undocumented cultural resources to be found during project implementation.

HELIX will conduct a pedestrian survey of the project's Area of Potential Effects (APE) to characterize any extant archaeological sites, artifacts, or structures more than 45 years old. The survey will consist of a pedestrian walk-over of the survey area using standard 15-meter parallel transects, where possible. The survey area will include areas adjacent to the existing driveways, the proposed building, the proposed parking and septic areas, the proposed 2-acre U.T.V. training area, and a 100-foot buffer around all project components. The purpose of the survey is to inventory and suggest avoidance strategies for all cultural resources that may occur the APE (if any). If any previously recorded or newly documented resources are present within the APE and cannot be avoided through project design or during construction, additional funds may be required to evaluate their significance, assess potential adverse effects, and/or develop appropriate treatment measures.

A Cultural Resources Assessment Report (CRAR) meeting the requirements of Section 106 of the National Historic Preservation Act (NHPA) will be prepared upon completion of the survey. The report will include the results of the cultural resource records search and additional background research, the appropriate regulatory framework, cultural survey findings with descriptions, photographs, and maps of all cultural resources encountered, and maps depicting the project area and all areas surveyed. The report will also include recommendations for further study, evaluation, or mitigation of any cultural resources that may be affected by the proposed project. If newly discovered or previously recorded resources are encountered during the survey, they will be documented on the appropriate DPR 523-series forms, and these forms will be presented as an appendix to the CRAR. This scope assumes up to one previously recorded or newly recorded resource may be encountered. Once finalized, a copy of the CRAR and any new or updated archaeological site records will be filed with the Stanislaus National Forest.

This scope of work assumes response to one round of minor comments from the Forest Service Archaeologist on the Draft Cultural Resources Assessment Report.

**Deliverables:**

- Draft and Final Cultural Resources Assessment Report (electronic format)

**Task 3: Botanical and Wildlife Biological Assessment/Biological Evaluation**

HELIX will prepare a combined botanical and wildlife biological assessment/biological evaluation (BA/BE) that will be used to support NEPA documentation for the proposed project. Studies conducted in support of the report will consist of a desktop review, a general biological reconnaissance survey, a flora

and faunal inventory, and an analysis of potential impacts to biological resources as well as proposed measures to reduce and/or avoid such impacts.

Literature Review, Database Search, and Field Preparation. HELIX will conduct a review of any existing pertinent information on biological resources (i.e., NEPA documents for adjacent projects, if available) and conduct an in-house database search for sensitive species known to occur within the site and vicinity and will be finalized in consultation with Forest Service staff. The in-house database search will include, a query of the following agency lists of special-status species:

- U.S. Fish and Wildlife Service (USFWS);
- California Department of Fish and Wildlife's (CDFW) Natural Diversity Database;
- California Native Plant Society (CNPS) Rare Plant Inventory Database;
- Threatened and Endangered Species of Stanislaus National Forest List; and
- U.S. Forest Service Region 5 Forester's 2013 Sensitive Animal lists for the Stanislaus National Forest.

Vegetation Mapping, Wetland Mapping, and a General Botanical and Zoological Survey. HELIX will conduct focused botanical surveys for special-status plant species with the potential to be present in the project area, map vegetation, and conduct a general zoological survey of the proposed project site, including mapping the locations of any sensitive species observed during the time of the survey.

HELIX will prepare a combined botanical and wildlife BA/BE to describe the methods of the biological studies conducted, present the results of the literature review and fieldwork, provide mapping of all of the vegetation communities and wetlands present in the project area, assess the potential for special-status species to occur on the site, identify regulatory issues related to the resources on the site, quantify acreages of any special-status species or sensitive habitats on the property, quantify impacts to sensitive resources, address potential direct and indirect effects to habitat for botanical and wildlife species federally listed as threatened or endangered or candidate species for listing under the Federal Endangered Species Act, and recommend avoidance and minimization measures. The combined report will include a weed risk assessment and an analysis for Management Indicator Species (MIS) that will be used to support NEPA documentation for the proposed project.

A draft version of the combined botanical and wildlife BA/BE will be provided in Microsoft Word format for Client review and comment. Upon receipt of Client comments, a final combined botanical and wildlife BA/BE will be prepared for submittal to the Forest Service. The scope includes time for responding to one round of minor comments from the Forest Service on the draft combined botanical and wildlife BA/BE up to the budgeted amount. Major or multiple revisions may require a contract augment.

**Deliverables:**

- Draft and Final Botanical and Wildlife Biological Assessment/Biological Evaluation (electronic format)



## SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

## COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$29,640, which is provided below in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	NEPA CE	\$7,770
2	Cultural Resources Assessment	\$10,185
3	Botanical and Wildlife BA/BE	<u>\$11,685</u>
	<b>TOTAL</b>	<b>\$29,640</b>

## ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this Agreement.

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with public meetings, biological surveys not specifically described above, and/or permit preparation and processing ("additional work") are not included within the scope of services required of HELIX under this Agreement.
- Once preparation of the screencheck draft document has begun, no changes to the project design will occur such that major revisions to the project description or re-analysis of any environmental issue will be required.
- Client will identify all potential off-site components associated with the project prior to HELIX conducting the site assessment.

## EXECUTION OF AGREEMENT

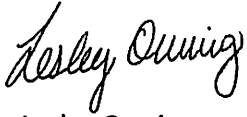
This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please contact me at (209) 402-4541 or [LesleyO@helixepi.com](mailto:LesleyO@helixepi.com).

Letter to Mr. Johnson  
September 8, 2023

Page 5 of 6

Sincerely,



Lesley Owing  
Environmental Planning Group Manager

Enclosures:    Exhibit A, Terms and Conditions  
                  Exhibit B, Schedule of Fees

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I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

**EBBETTS PASS FIRE DISTRICT**

A \_\_\_\_ corporation, OR a \_\_\_\_ limited liability company, OR a \_\_\_\_ general partnership or limited partnership (select one).

Signed by: \_\_\_\_\_ Printed: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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To expedite Agreement processing, the following information is **required**:

<u>Project Manager</u>	<u>Accounts Payable</u>
Name: _____	Contact/Name: _____
Address (if different from p.1) _____ _____	Address (if different from p.1) _____ _____
Phone: _____	Phone: _____
Email: _____	Fax: _____
	Email: _____

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New Fire Station 3

Please mail, email, or fax all pages to "ATTN: Kanika McDougall, Controller" at the address or number below. If using your own contract format, please attach and return it with this Agreement.

Address: HELIX Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
Email: [kanikam@helixepi.com](mailto:kanikam@helixepi.com)  
Fax: 619.462.0552

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

**ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE**

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

**ARTICLE 2. COMPENSATION**

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

**ARTICLE 3. CHANGES AND ADDITIONAL WORK**

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

**ARTICLE 4. LIMITATION OF LIABILITY**

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

**ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

**ARTICLE 6. SUSPENSION OF WORK**

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

**ARTICLE 7. PROPRIETARY INFORMATION**

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

**ARTICLE 8. COMPLIANCE WITH LAWS**

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

**ARTICLE 9. FORCE MAJEURE**

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

## **ARTICLE 10. INSURANCE**

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

## **ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)**

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

## **ARTICLE 12. GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

## **ARTICLE 13. NOTICES**

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

## **ARTICLE 14. MISCELLANEOUS**

**14.1 Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

**14.2 Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

**EXHIBIT B**  
**SCHEDULE OF FEES**



**CONSULTING SERVICES**

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates.

**DIRECT COSTS**

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

**Payment**

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt.

**PROFESSIONAL RATES**

Current hourly rates for consulting services:

Principal	\$230-300
Principal Acoustician	\$215-225
Principal Biologist	\$225-290
Principal Landscape Architect	\$190-210
Principal Planner	\$220-290
Principal Regulatory Specialist	\$225-290
Principal Cultural Resources Specialist	\$190-210
Safety Manager	\$210-220
Senior Fisheries Scientist	\$250-255
Senior Noise/Air Quality Specialist	\$200-220
Senior Project Manager I-III	\$165-230
Senior Scientist	\$155-195
Senior Regulatory Specialist	\$160-\$170
Project Manager I-III	\$135-175
Assistant Project Manager	\$120-145
Regulatory Specialist	\$105-150
Environmental Planner I-III	\$105-135
Biologist I-V	\$100-155
Noise/Air Quality Specialist	\$130-145
Environmental Compliance Specialist	\$85-125
Senior Archaeologist	\$125-170
Senior Architectural Historian	\$165-175
Archaeology Field Director	\$125-\$135
Architectural Historian	\$120-155
Staff Archaeologist	\$80-125
Senior Landscape Architect	\$145-160
Landscape Architect	\$120-140
Landscape Planner I-III	\$110-120
Senior GIS Specialist	\$150-185
GIS Specialist I-III	\$110-140
Graphics	\$115-\$125
Technical Editor	\$110-125
Operations Manager	\$100-140
Word Processor I-III	\$90-100
Clerical	\$65-75

*Rates are subject to change on a yearly basis*

**EBBETTS PASS FIRE DISTRICT RESOLUTION NO. 2023-7**

**Resolution to Recognize and Commend Matt O'Donnell for His  
Swiftwater Rescues and Lifesaving Actions**

WHEREAS, Matt O'Donnell has demonstrated in many ways his diligent public service to the citizens of Calaveras County and Ebbetts Pass Fire District through his attention to safe training and on-scene supervision yet there are times when specific events necessitate extra recognition;

WHEREAS, rapidly moving floodwaters on December 31, 2022, surrounded and trapped an elderly person on the roof of a vehicle;

WHEREAS, Matt O'Donnell was instrumental in developing a rescue plan to safely access and transport the patient then suffering from the onset of hypothermia to emergency care which required Matt O'Donnell and another rescuer to swim the rapidly moving cold water, unpredictable rapids, floating debris, and other dangers including being swept downstream;

WHEREAS, the patient was stabilized and an intricate rope rescue system was then utilized to safely transport the elderly patient across the river in an inflatable rescue vessel;

WHEREAS, Matt O'Donnell's rescue abilities were called into action yet again on May 1, 2023, when a gold panner was missing on the North Fork of the Mokelumne River during substantial high water flows due to historic rain runoff and snowmelt;

WHEREAS, when the person was found, a rescue plan determined the need for Matt O'Donnell, as one of two CCSAR members, to cross the high-flowing river, ascend a cliff, and build an anchor for a rescue rope system;

WHEREAS, Matt O'Donnell and the other CCSAR member then lowered the person using the established rope system down the steep slope to the waiting raft below. The extremely cold patient suffering from injuries experienced during his misadventure was then ferried across the river and transported to medical care.

WHEREAS, it is abundantly fitting and proper that the extraordinary devotion to duty and exceptional rope, swiftwater, communication, and leadership skills demonstrated by Matt O'Donnell be appropriately recognized.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE EBBETTS PASS FIRE DISTRICT that the members of this body commend Matt O'Donnell for his heroic and selfless efforts during both of these reported rescues and for his training and skills used to effectively direct teams and enhance safety by maintaining focus and determination throughout each operation.

Passed, Approved and Adopted this 19th day of September 2023, by the following vote:

AYES:

ABSENT:

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_  
Secretary of the Board



# BRET HARTE UNION HIGH SCHOOL DISTRICT

P.O. Box 7000 • 323 S. Main St. • Angels Camp, California 95221 • (209) 736-8340 • Fax (209) 736-8367  
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**BRET HARTE - VALLEITO**

August 15, 2023

Ebbetts Pass Fire District  
PO Box 66  
Arnold, CA 95223

Dear Supporter:

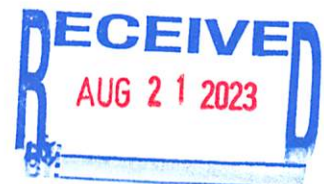
On behalf of the Bret Harte Union High School District Governing Board, I would like to thank you for your donation of a 1993 Fire Truck to the Bret Harte Union High School Fire Technology program. Your generosity and support are much appreciated by the staff.

Your support of all programs and students at Bret Harte Union High School is always appreciated.

Sincerely,

Scott O. Nanik  
District Superintendent

Federal Tax ID# 58-2496367





Ebbetts Pass Fire District	POLICY: <b>6800</b>
Subject: <b>Personnel – Physical Medical Exam</b>	Adoption Date: 11/22/2022 Revised Date: N/A Review Date: N/A

**1. Purpose**

To provide a standard of initial, annual, and bi-annual medical physicals for members as defined in this policy.

Provide criteria outlining the approved process for various agency members to adhere regarding minimum medical physicals.

Increase the likelihood of early detection of firefighter occupational medical risks.

**2. Member(s) Minimum Physical Medical Exam Requirements**

2.1. Auxiliary, Administrative only, and non-primary fire prevention workers must complete a “DOT physical” equivalent physical at time of joining the organization.

2.2. Volunteers, per diem hires, and interns must complete a “New Hire Firefighter Physical” at time of joining the organization.

2.3. Full-time firefighting members must complete a “New Hire Firefighter Physical” at time of joining the organization and complete an “Annual/Biannual Firefighter Physical” every year for those 41 or over and every other year for those 40 and under.

**3. Physical Medical Exam Types and Definitions**

3.1. DOT (Department of Transportation) physical (Auxiliary, Administrative only, and non-primary fire prevention workers) includes:

- NFPA 1582 Health Questionnaire (Included in the appendix section of this policy)
- Drug test
- Vision
- Hearing
- Blood pressure
- Physical flexibility

\*Commercial license DOT certification for DMV is available (additional cost)

3.2. **New Hire Firefighter Physical Medical Exam** (All operational members (volunteer, interns, and new hire full-time firefighters)) includes:

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- NFPA 1582 Health Questionnaire (Included in the appendix section of this policy)
- Blood Pressure
- Physical Exam including hernia
- Pulmonary Function test
- Electrocardiogram test
- Audiometry test
- Vision screen
- Cardiopulmonary Exercise Test (MET-Test)
- Chest X-Ray
- Drug Test (10-Pannel)

**3.3. Annual/Biannual Firefighter Physical Medical Exam (full-time firefighters only, ages 40 and younger every odd birthday year, 41 and older every year) includes:**

- NFPA 1582 Health Questionnaire (Included in the appendix section of this policy)
- Blood Pressure
- Physical Exam including hernia
- Labs: Complete Blood Count, Comprehensive Metabolic Panel, Urine Analysis, Lipid Panel, Hemoglobin A1C
- Pulmonary Function test
- Electrocardiogram test
- Audiometry test
- Vision screen
- Cardiopulmonary Exercise Test (MET-Test)

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**4. Process to conduct physical**

**4.1. DOT (Department of Transportation) physical equivalent**

Groups this applies - Auxiliary, administrative only, and non-primary fire prevention workers)

- Complete the NFPA 1582 Health Questionnaire (Appendix “B” attached to this policy) and submit to the District physical medical examiner prior to appointment.
- Blood Pressure
- Schedule physical appointment by following steps within Appendix “C” attached to this policy.
- Await results from agency (Medical information is private and will remain confidential between patient and medical provider. Ebbetts Pass Fire District (agency) will only receive the outcome of the physical.)

**4.2. New hire firefighters:**

Groups this applies - All operational members: volunteer, interns, and new hire full-time firefighters

- Complete the NFPA 1582 Health Questionnaire (Appendix “B” attached to this policy) and submit to the District physical examiner prior to appointment.
- Blood Pressure
- Schedule physical appointment by following steps within Appendix “C” attached to this policy.
- Print Appendix “A” titled “EBBETTS PASS FIRE DISTRICT MEDICAL RELEASE FORM” and bring to physical appointment. Bring the completed form to Ebbetts Pass Fire District administration office to file. (Medical information is private and will remain confidential between patient and medical provider. Ebbetts Pass Fire District (agency) will only receive the outcome of the physical.)

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**4.3. Annual/Biannual firefighter physical (full-time firefighters)**

Groups this applies – All full-time firefighters (not new hire)

- Complete the NFPA 1582 Health Questionnaire (Appendix “B” attached to this policy) and submit to the District physical examiner prior to appointment.
- Schedule physical appointment by following steps within Appendix “C” attached to this policy between 30 days prior and 30 days after your birthday (Odd birthday years (the age you are turning) for 40 and younger / 41 and over every year.)
- Submit the completed questionnaire 2 weeks before the appointment.
- Print Appendix A titled “EBBETTS PASS FIRE DISTRICT MEDICAL RELEASE FORM” and bring to physical appointment. Bring completed form to Ebbetts Pass Fire District administration office to be filed. (Medical information is private and will remain confidential between patient and medical provider. Ebbetts Pass Fire District (agency) will only receive the outcome of the physical)

**5. Optional Medical Offerings:**

5.1. Depending on the medical examination provider contracted with the District some, all, or unlisted medical offerings maybe offered to the eligible members at an individual additional cost to the receiving member. These are options for our members if they elect to self-pay for additional services and are not required by our agency

- Galleri test by Grail
- Calcium cardio score
- HIV (District covers cost)
- Chest X Ray (District covers cost)
- Colonoscopy
- Mammogram
- Pap smear / GYN exam

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**Appendix A  
EBBETTS PASS FIRE DISTRICT MEDICAL RELEASE FORM**

Employee: \_\_\_\_\_ Position/Rank: \_\_\_\_\_

Type of Physical (Circle one):    DOT                      FF New Hire                      Annual / Biannual

Date of Medical Exam: \_\_\_\_\_

Medical Physical signature: \_\_\_\_\_

**Below is a list of criteria that will require personnel to address before performing firefighter duties:**  
*(All criteria based off DOT Medical passing standard)*

- Blood Pressure of 180/110 or higher
- Vision 20/40 with both eyes tested together, and 20/40 in one eye and at least, 20/70 in the other eye
- Hernia (this is subjective to medical examiner)

The Ebbetts Pass Fire District Medical Physician shall work with effected member and medical general practitioner or workers compensation (whomever is the proper medical follow up provider) to ensure medical information is passed along in totality. Medical information is personal and sensitive and shall not be disseminated with employer besides workers compensation requirements to share with the Fire Chief of the organization.

Ebbetts Pass Fire District	POLICY: <b>6730</b>
Subject: <b>Drug and Alcohol Abuse - Testing Circumstances</b>	Effective Date: 6/17/14 Supersedes: 6/18/96 Review Date: 3/21/2017

**Circumstances Under Which Drug and Alcohol Testing Will Be Imposed On Covered Members**

*Immediately prior to reporting for substance abuse/alcohol testing, all members shall complete consent and release form to be kept on file in the District office. Ref:*

*024-00645 Drug Consent Form*

*024-00644 Supervisor's Report of Reasonable Suspicion*

1. Pre-employment Testing:

1.1. All successful applicants preparing to serve the District in any capacity (whether by application or in connection with a transfer) will be required to submit to a pre-employment/pre-duty substance abuse and alcohol testing prior to arrival for employment/duty, as a condition of service.

1.2. The District reserves the right to make conditional offer of employment/duty and reserves the right to withdraw any offer to join the District if the member or transferee fails testing.

2. Post-accident Testing

2.1. Post-accident drug and alcohol testing will be conducted only on safety sensitive positions enumerated in the Safety Sensitive Position Control List.

2.2. Post-accident testing shall occur only following an accident where the member's performance cannot be discounted as a contributing factor in an accident. The decision as to whether or not to test the employee will be left to the lead supervisor on shift after consultation with higher level managers, if applicable. The Board of Directors shall not be involved in day to day operations relating to post accident testing decisions. The presumption is to test after all accidents. The only reason a member will not be tested following an accident is if the member's performance objectively could not have been a contributing factor. If a fatality occurs, the employee will be tested regardless of whether his/her involvement may be discounted.

2.3. Post-accident alcohol tests shall be administered within two (2) hours following an accident, and no test may be administered after eight (8) hours.

2.4. According to this policy, an accident occurs when, as a result of an occurrence involving a District vehicle, an individual dies or sustains an injury requiring medical attention, or when a state or local law enforcement authority issues a citation to a covered employee for a moving violation arising from an accident; or when property damage exceeds \$5,000.

3. Random Testing

3.1. Random testing shall *not* take place for any member not on the Safety Sensitive Position Control List and unpaid members. Other members on the Safety Sensitive Position Control List may be subjected to random testing.

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3.2. The District shall conduct one random test each quarter of the calendar year, commencing on the year following the year this policy is adopted. Selection of member for random testing shall be done through placement of applicable names, corresponding to service in safety sensitive positions, in a computer-generated pool of the District's choosing. Computer-generated results shall control who is to be tested, except that if the computer generates the name of any member randomly tested in a prior calendar year, that selection shall be disregarded and replaced by the next name generated

4. Reasonable Suspicion Testing

4.1. Reasonable suspicion testing shall *not* take place for any member not on the Safety Sensitive Position Control List. All other members are also required to submit to an alcohol or drug test when trained supervisors have reasonable suspicion to believe the member is under the influence of alcohol or controlled substances. All supervisors and managers shall be trained biennially.

4.1.1. Reasonable suspicion means suspicion based upon specific personal observation of two supervisors, unless only one supervisor is practically available. The observing supervisor(s) shall describe and document all incidents leading to a reasonable suspicion testing directive.

4.2. Reasonable Suspicion Indicators/Traits:

4.2.1. All supervisors are required to be alert for impaired job performance or behavior that exhibits traits consistent with drug and/or alcohol abuse and maintain a pro-active role in the early detection of possible substance abuse problems. In most cases, these traits will be accompanied by clear evidence of the member's deteriorating job performance.

4.2.2. In the absence of any deterioration of job performance or a specific incident giving rise to "reasonable suspicion", supervisors must be able to document enough indicators/traits to meet the "reasonable suspicion" requirement before any testing will take place. All supervisors shall be thoroughly familiar with and trained in the methods and procedures available to address drug and/or alcohol abuse problems and a non-exclusive list of indicators/traits set forth below which might allow reasonable suspicion testing, early intervention and rehabilitation.

<u>Physical</u>	<u>Psychological</u>	<u>Behavioral</u>
Loss of Weight	Short Temper	Picking at Food
Increased Thirst	Severe Mood Changes	Sloppy Appearance
Chronic Hoarseness	Shortened Attention Span	Constant Financial Difficulties
Chronic Running Nose	Paranoid/Argumentative	Irrational Decisions
Tremors/Twitching of Mouth	Memory Lapses	Frequent visits to the bathroom
Habitual Grinding of Teeth	Overreaction to Criticism	High/Low Energy Levels
Excessive Sweating		
Slowed Reaction Times		
Decreased Dexterity		

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#### 4.2.3 Other indicators and traits include:

- a. Specific, personal and articulable observations concerning unusual appearance, behavior, speech, body odors or performance of the employee; or
- b. Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or
- c. Other physical, circumstantial or contemporaneous indicators of drug or alcohol use.

4.2.4 Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties or violation of a safety rule or other unsafe work incident. However, such suspicion may be a basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work.

#### 4.3. Supervisor/Member Obligations

- 4.3.1 Members shall be removed from the performance of safety sensitive functions while the supervisor is completing his/her determination regarding whether a reasonable suspicion test is warranted.
- 4.3.2 When a supervisor(s) suspects that a member is impaired or affected by drug or alcohol use, the supervisor(s) shall follow the reasonable suspicion procedure to determine whether a drug and/or alcohol test is appropriate and, if so, to initiate the testing.
- 4.3.3 All members instructed to test based on reasonable suspicion must do so within two (2) hours of the observation giving rise to the instruction to test. The instruction to test may be made verbally but shall be followed up in writing and describe the location of testing and the time frame within which the test must be administered.
- 4.3.4 The relevant supervisor must order the employee to stop work; must order the employee to submit to a urine, and/or breath test to determine the presence of drugs or alcohol; and must note indicators of probable alcohol misuse and/or use of controlled substances. The Supervisor must also inform the members instructed to test that he/she have the right to consult a representative of their choosing either before or after testing, but that delay in consultation caused by the representatives unavailability before testing is not grounds for delaying testing and that refusal to test on that basis constitutes refusal to test.
- 4.3.5 Observations for ordering reasonable suspicion testing for alcohol must be made during, just preceding, or just after the period of the work day that the member is required to be in compliance with this Policy.



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4.3.5 If a reasonable suspicion test for alcohol not administered within two hours of the observation, a record must be prepared stating the reasons the test was not given. After eight hours have passed without the administration of a test, a supervisor must prepare a written document stating the reason why it was not given promptly, and all attempts to give the test should be stopped.

4.3.6 The Supervisor shall contact the testing facility and notify them that a member will be enroute shortly. The Supervisor will provide the testing facility with his/her name, rank and telephone number.

4.3.7 The Chief may designate someone other than his or her self as District's "investigating authority", who shall be the only person other than primary assistant to receive the test results.

4.2.8 Prior to transporting the suspected member to the testing facility, a Supervisor shall order the member/employee to comply with the mandatory requirements of the upcoming process. The member **MUST** consent to the testing and be prepared to sign the consent form upon arrival at the testing facility. Failure to do so constitutes insubordination and a violation of this Policy.

- The member must conduct himself/herself in an acceptable, non-threatening, cooperative manner throughout the entire procedure.
- If tested "positive", the member **MUST** be removed from duty and sign an agreement to enter a District-approved detoxification and/or rehabilitation treatment program or Employee Assistance Program (EAP).
- If at any time during the procedure the suspected member/employee becomes disorderly or his behavior negatively impacts upon the District, assistance from law enforcement may be summoned.
- The member's/employee's failure to comply with any instruction issued under this Policy shall be considered a violation of Policy and insubordination.

## 5. Return to Duty/Follow-up Testing

5.1. A covered member, except applicant, who has violated any of the prohibitions of this policy, must submit to a return-to-duty test before he/she may be returned to active duty. The test result must indicate an alcohol concentration of less than 0.02% or a verified negative result on a controlled substances test.

5.2. As a condition of continued employment, any member who is disciplined for the confirmed use of other controlled substances, or for alcohol abuse, will be mandated to successfully complete a District-approved detoxification/ rehabilitation/ program/EAP (treatment).

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5.3. Any employee mandated to complete treatment will be placed on special probationary status until successful completion of said program. During this special probationary period, the employee shall:

5.3.1. Faithfully comply with maintenance and therapeutic measures of the detoxification and/or rehabilitation program;

5.3.2. Remain drug/alcohol free and be subject to periodic testing without further reasonable cause;

5.3.3. Sign a return to duty (last chance) agreement.

5.4. Because studies have shown that the relapse rate is highest during the first year of recovery, the member must sign a Return-To-Duty agreement stipulating that the employee will be subject to announced and unannounced drug and alcohol tests, the frequency and duration of which will be determined by the District's Substance Abuse Professional (SAP), (however, a minimum of six (6) tests will be given during the first year unless more are specifically recommended by the SAP).

5.5. If recommended by the SAP, the Member will be permitted to return to duty during the after-care or during any other out-patient program, provided the member tests negative for drugs and alcohol in a Return-To-Duty test.

5.6. The employee must successfully adhere to the terms and conditions of the rehabilitation and after-care programs. Any failure or refusal to satisfy any of the conditions and requirements set forth as part of follow up testing or a detoxification/rehabilitation program, or confirmed use of alcohol and/or drugs following completion of any required program will be considered a violation of the Policy resulting in termination.

6. **Inability To Provide Sample:** If a member alleges that he/she cannot provide a sample after all inducing measures are taken, the member shall be immediately referred to Medical Review Officer (MRO) who shall be a physician on contract with the District to verify in writing that 1) a valid medical condition precludes provision of a sufficient sample or 2) the physician is unable to make a determination. In the former, the member shall suffer no consequences. If the latter, the member will be deemed to have refused testing.

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7. Drugs For Which Testing Occurs:

Substance	Initial Screen	Confirmatory Test
Alcohol	Any Level	.01
THC	20 ng/ml	10 ng/ml
Cocaine Metabolites	300 ng/ml	300 ng/ml
Opiate Metabolites	300 ng/ml	300 ng/ml
Amphetamines/Methamphetamines	300 ng/ml	300 ng/ml
Barbiturate	300 ng/ml	300 ng/ml
Benzodiazepine	300 ng/ml	300 ng/ml
Metaqualone	300 ng/ml	300 ng/ml
Methadone	300 ng/ml	300 ng/ml
Phencyclidine	75 ng/ml	25 ng/ml

This list is not intended as an exhaustive inventory of every drug for which the District reserves the right to test. The selection of drugs will be based upon known abuses in the community and the ability of each drug to affect the member's/employee's performance. The pharmacological development of new or exotic drugs may impact the District's current procedures and changes will be made as required or deemed necessary.

\* POLICY 6730 \*

# CONGRESS.GOV

## H.R.3725 - FORCE Act of 2023

118th Congress (2023-2024) | [Get alerts](#)

**Sponsor:** [Rep. Panetta, Jimmy \[D-CA-19\]](#) (Introduced 05/25/2023)

**Committees:** House - Ways and Means; Energy and Commerce

**Latest Action:** House - 05/26/2023 Referred to the Subcommittee on Health. ([All Actions](#))

**Tracker:** ⓘ

Introduced > Passed House > Passed Senate > To President > Became Law

Summary(0) **Text(1)** Actions(4) Titles(3) Amendments(0) Cosponsors(1) Committees(2) Related Bills(0)



There is one version of the bill. **Text available as:** [XML/HTML](#) | [XML/HTML \(new window\)](#) | [TXT](#) | [PDF \(236KB\)](#) ⓘ

**Shown Here:**

**Introduced in House (05/25/2023)**

118<sup>TH</sup> CONGRESS  
1<sup>ST</sup> SESSION

# H. R. 3725

To amend title XVIII of the Social Security Act to provide benefits under the Medicare program for first responders at the age of 57.

## IN THE HOUSE OF REPRESENTATIVES

MAY 25, 2023

Mr. PANETTA (for himself and Mrs. CHAVEZ-DEREMÉR) introduced the following bill; which was referred to the Committee on Ways and Means, and in addition to the Committee on Energy and Commerce, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

## A BILL

To amend title XVIII of the Social Security Act to provide benefits under the Medicare program for first responders at the age of 57.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

### SECTION 1. SHORT TITLE.

This Act may be cited as the “First Responders’ Care Expansion Act of 2023” or the “FORCE Act of 2023”.

## SEC. 2. PROVIDING BENEFITS UNDER THE MEDICARE PROGRAM FOR FIRST RESPONDERS AT THE AGE OF 57.

(a) IN GENERAL.—Title XVIII of the Social Security Act (42 U.S.C. 1395c et seq.) is amended by adding at the end the following new section:

### “MEDICARE FOR FIRST RESPONDERS AT AGE 57

“SEC. 1899C. (a) OPTION.—

“(1) IN GENERAL.—Every individual who meets the requirements described in paragraph (2) shall be eligible to enroll under this section.

“(2) ELIGIBILITY.—The requirements described in this paragraph are the following:

“(A) AGE.—The individual has attained 57 years of age, but has not attained 65 years of age.

“(B) FIRST RESPONDER.—The individual has worked for a total of 10 years or longer in any occupation (or a combination of occupations) identified by any of the following codes (or successor codes) under the Standard Occupations Classification System established by the Bureau of Labor Statistics:

“(i) 33–1010.

“(ii) 33–1020.

“(iii) 33–2000.

“(iv) 33–3000 (other than any occupations identified under code 33–3040).

“(v) 33–9092.

“(C) MEDICARE ELIGIBILITY (BUT FOR AGE).—The individual is not otherwise entitled to benefits under part A or eligible to enroll under part A or part B but would be so entitled (or so eligible) if the individual were 65 years of age.

“(3) PART A, B, AND D BENEFITS AND PROTECTIONS.—An individual enrolled under this section is entitled to the same benefits (and shall receive the same protections) under this title as an individual who is entitled to benefits under part A and enrolled under part B, including the ability to enroll in a prescription drug plan under part D or a Medicare Advantage plan (including such a plan that provides qualified prescription drug coverage (an MA–PD plan)) and including access to the Medicare Beneficiary Ombudsman under section 1808(c).

“(b) ENROLLMENT AND COVERAGE PERIODS.—

“(1) ENROLLMENT.—An individual eligible to enroll under this section may so enroll—

“(A) during the 1-month period prior to the individual becoming so eligible; or

“(B) at any time while such individual is so eligible.

“(2) COVERAGE.—An individual enrolled under this section shall be eligible for benefits provided under this section beginning with the first day of the first month beginning after the date such individual so enrolls and ending on the earlier of the following:

“(A) The date on which such individual elects to terminate enrollment under this section.

“(B) The date on which such individual becomes entitled to benefits under part A or eligible to enroll for benefits under part B.

“(c) PREMIUM.—

“(1) AMOUNT OF MONTHLY PREMIUMS.—The monthly premium payable for coverage for a month under this section for an individual is equal to—

“(A) the monthly premium that would apply to such individual for such month under section 1839 if such individual were enrolled under part B; plus

“(B) in the case of an individual who would not be entitled to benefits under part A for such month pursuant to section 226 if the individual were 65 years of age, the monthly premium that would apply to such individual for such month under section 1818 if such individual were enrolled under part A.

“(2) ADDITIONAL PREMIUMS.—In the case of an individual enrolled under this section who elects to enroll in a Medicare Advantage plan under part C or a prescription drug plan under part D, the provisions of such part C or such part D, as applicable, relating to payment of premiums for individuals so enrolled shall apply to individuals enrolled under this section.

“(d) PAYMENT OF PREMIUMS.—

“(1) PAYMENT.—Premiums for enrollment under this section shall be paid to the Secretary at such times, and in such manner, as the Secretary determines appropriate.

“(2) DEPOSIT.—Amounts collected by the Secretary under this section shall be deposited in the Medicare First Responder Trust Fund established under subsection (e).

“(e) MEDICARE FIRST RESPONDER TRUST FUND.—

“(1) IN GENERAL.—There is hereby created on the books of the Treasury of the United States a trust fund to be known as the ‘Medicare First Responder Trust Fund’ (in this subsection referred to as the ‘Trust Fund’). The Trust Fund shall consist of such gifts and bequests as may be made as provided in section 201(i)(1) and such amounts as may be deposited in, or appropriated to, such fund as provided in this title.

“(2) PREMIUMS.—Premiums collected under subsection (d) (not including any premium payable pursuant to paragraph (2) of such subsection) shall be transferred to the Trust Fund.

“(3) INCORPORATION OF PROVISIONS.—Subsections (b) through (i) of section 1841 shall apply with respect to the Trust Fund and this title in the same manner as they apply with respect to the Federal Supplementary Medical Insurance Trust Fund and part B, respectively, except that in applying such section 1841, any reference in such section to ‘this part’ shall be construed to be a reference to this section and any reference in section 1841(h) to section 1840(d) and in section 1841(i) to sections 1840(b)(1) and 1842(g) are deemed to be references to comparable authority exercised under this section.

“(f) CLARIFICATION.—Nothing in this section shall affect the benefits or eligibility under this title of individuals who would otherwise be entitled to or eligible for benefits under this title or title XIX, or both.

“(g) TREATMENT IN RELATION TO THE AFFORDABLE CARE ACT.—

“(1) TREATMENT AS MINIMUM ESSENTIAL COVERAGE.—For purposes of applying section 5000A of the Internal Revenue Code of 1986, the coverage provided through enrollment under this section constitutes minimum essential coverage under subsection (f)(1)(A)(i) of such section.

“(2) MEDICAID MANAGED CARE.—States are prohibited from buying their Medicaid beneficiaries ages 57 to 64 who are eligible to enroll under this section into Medicare under this section, and individuals otherwise eligible for enrollment under a State plan under title XIX are prohibited from coverage under this title pursuant to enrollment under this section. The preceding sentence shall not apply to Medicaid beneficiaries whose Medicaid coverage or eligibility does not meet the definition of minimum essential coverage under a government-sponsored program under section 1.5000A–2 of title 26, Code of Federal Regulations (or any successor regulation).

“(3) ACCESS TO MEDIGAP.—Coverage provided through medicare supplemental policies certified under section 1882 shall be made available to individuals eligible for enrollment pursuant to this section for enrollment, information, comparison, and otherwise as such a policy through any internet website described in paragraph (2).”.

(b) MEDIGAP.—Section 1882 of the Social Security Act is amended by adding at the end the following new subsection:

“(aa) DEVELOPMENT OF NEW STANDARDS FOR CERTAIN MEDICARE SUPPLEMENTAL POLICIES RELATING TO FIRST RESPONDER COVERAGE.—The Secretary shall request the National Association of Insurance Commissioners to review and revise the standards for benefit packages described in subsection (p)(1), to otherwise update standards to include requirements for each medicare supplemental policy that offers such a policy in a State, with respect to each year, to accept every individual in the State who is eligible for enrollment pursuant to section 1899C and who applies for such coverage for such year if the individual applies for enrollment in such policy during the 30-day period following the date of enrollment pursuant to section 1899C and to accept every such individual during a period of transition from enrollment pursuant to such section to enrollment under this title pursuant to eligibility other than under such section. Such revisions shall be made consistent with the rules applicable under subsection (p)(1)(E) with the reference to the ‘1991 NAIC Model Regulation’ deemed a reference to the NAIC Model Regulation as published in the Federal Register on December 4, 1998, and as subsequently updated by the National Association of Insurance Commissioners to reflect previous changes in law and the reference to ‘date of enactment of this subsection’ deemed a reference to the date of enactment of this subsection (aa).”.

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of 2023 - Conte

&body=https%3A%2F%2Fwww.govinfo.gov%2Fapp%2Fdetails

118hr3725i

## H.R. 3725 (IH) - First Responders' Care Expansion Act of 2023

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### SuDoc Class Number

Y 1.6:

Y 1.4/6:

### Congress Number

118th Congress

### Congress Session

1st Session

### Last Action Date Listed

May 25, 2023

### Action

Mr. Panetta (for himself and Mrs. Chavez-DeRemer) introduced the following bill; which was referred to the Committee on Ways and Means, and in addition to the Committee on Energy and Commerce, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned



**Bill Number**

H.R. 3725

**Bill Version**

Introduced in House (IH)

**Short Title**

First Responders' Care Expansion Act of 2023

**Full Title**

To amend title XVIII of the Social Security Act to provide benefits under the Medicare program for first responders at the age of 57.

**Sponsors**

Jimmy Panetta (CA)

**Cosponsors**

Lori Chavez-DeRemer (OR)

**Committees**

Committee on Energy and Commerce (Standing), Committee on Ways and Means (Standing)

**United States Code Reference**

42 U.S.C. 1395cet seq.



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