

# Ebbetts Pass Fire District



## BOARD OF DIRECTORS NOTICE OF REGULAR MEETING

**Tuesday, October 16, 2018**

**1037 Blagen Road, Arnold**

**9:00 A.M.**

### MEMBERS OF THE BOARD

**J. Scott McKinney, President    Jon Dashner, Secretary**  
**Denny Clemens, Thomas Sullivan, Mike Barr**

### 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: 9/18/18
  - 3.2. Acceptance of September 2018 Checks Listing 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 & McKinney)
  - 4.2. **Personnel Committee** (Directors McKinney & Sullivan)
  - 4.3. **Fire Prevention Committee** (Directors Clemens & Sullivan)
    - 4.3.1. Mazingo Construction Inc. Request to use Station 4 property for storage of pipe materials to be used on the Blue Lake Springs Water System Project
  - 4.4. **Apparatus/Equipment Committee** (Directors Clemens & Sullivan)

## NOTICE OF REGULAR MEETING – continued

October 16, 2018

5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
  - 5.1. **Letter from Randayn Forrest:** Request for Continuation of Retirement Benefit during Leave of Absence
  - 5.2. **Certificate of Appreciations from Peggy Rourke-Nichols to Ebbetts Pass Fire District:** Certificate Memorializing Continued Awareness of Latex Allergy in Honor of Latex Allergy Awareness Week
  - 5.3. **Policy Update:**
    - 5.3.1. Policy 1060 Fire District Records: Retention and Disposition - Conclude review of the updated policy
  - 5.4. **Policies Begin 30-Day Review:**
    - 5.4.1. Policy 6138 Personnel: Light Duty Assignments
  - 5.5. **Joint Powers Agreement of Calaveras County Fire Joint Powers Authority:** Local Government Fire JPA – Continued Review
  - 5.6. **Pacific Gas and Electric Company:** Urgent Wildfire Safety Work on or Near in Extreme Fire – Threat Areas
  
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
  - 6.4. 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  
September 18, 2018

### Subject to Approval

1. The meeting was called to order at 9:00A.M. by President J. Scott McKinney and the Pledge of Allegiance was recited. Directors present: Mike Barr, Denny Clemens, Jon Dashner, Scott McKinney and Thomas Sullivan.

District personnel present: Fire Chief Mike Johnson, Cheryl Howard  
Rodney Hendrix, Pete Ryan, Jim Eaves, Bryn Buhler  
Scott Vasquez

Others present: None

Media present: None

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

3. **CONSENT ITEMS**

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

4. **COMMITTEE REPORTS**

- 4.1. Finance Committee (Directors Dashner & McKinney)

- 4.1.1. Proposed Final Budget Fiscal Year 2018-19

Chief Johnson reported there had been no public comment receiver in the District officer over the past weeks of publishing notice of budget adoption. He added that the Fire Budget was receiving some growth whereas the administrative fee line items in the Paramedic Engine and Station 3 Ambulance Budgets had been zeroed. He noted that the revenue stream for ambulance billing was estimated conservatively at \$700,000 as many factors affect ambulance revenue. He noted that there was no

capital outlay in the budget once again and the District continues to be operating in cost containment mode. Mr. McKinney opened the floor for any public comment and none made.

After continued discussion, Mr. Dashner made a motion to adopt Resolution No. 2018-3: Adopting the Final Budget and an Appropriations Limit for the 2018-19 Fiscal Year. Mr. Sullivan seconded; the motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Sullivan).

- 4.2. Personnel Committee (Directors McKinney & Sullivan)  
Fire Chief Johnson noted there had been no injuries this past month and he thanked the line staff for this fact.
- 4.3. Fire Prevention Committee (Directors Clemens & Sullivan)  
Chief Johnson reported on the circumstances of the recent inspection at Bear Claw Donuts which included the need for continuing with a monitoring system and safety for on-site living quarters.
- 4.4. Apparatus/Equipment Committee (Directors Clemens & Sullivan)  
No report.
5. Scheduled Items:
  - 5.1. Director Signature Authorization for Calaveras County Auditor-Controller  
Mr. Dashner made a motion to have all the Board member sign the Authorization. Mr. Sullivan seconded; the motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Sullivan).
  - 5.2. Calaveras County Dispatch Service Contract: Rate Escalation FY 2018-19  
Chief Johnson noted that he had brought this item back at the request of Director Clemens. He also noted that the Request for Proposal for the 2015 contract included the provision for an anticipated increase which ALA had come close to litigation in its attempt to remove and that the COLA increase parameters were included in the contract with MVEMSA. After some discussion, the Board consensus was for Chief Johnson to arrange to meet with the Sheriff's Office as soon as possible with the consideration of when the current contract expires.
  - 5.3. Ethics Training AB 1234: Calaveras LAFO Sponsoring 2018 Ethics Training  
Chief Johnson noted this was a good opportunity for anybody wishing to get this required certification. He added that Directors Clemens and McKinney were current and that the Board members also had the option to obtain the certification on-line.
  - 5.4. Board Governance Workshop Training  
Chief Johnson noted the date and the training.
  - 5.5. 2018 Biennial Notice for Conflict of Interest Codes  
Chief Johnson reported that, after he had attended a meeting held by the Calaveras County Clerk of the Board of Supervisors, he had worked on revising the District's

Conflict of Interest Policy (Policy 1040). He added that the proposed changes included the addition of two categories: District Secretary and Battalion Chief. After some discussion, Mr. Dashner made a motion to approve the Policy 1040 Conflict of Interest and the adoption of Resolution No. 2018-4 Adopting a Conflict of Interest Code and Appendix of Designated Positions. Mr. Barr seconded; the motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Sullivan).

- 5.6. Letter of Contribution for the “Heroes of October Events in Santa Rosa, CA  
Chief Johnson reported that he had sent one of the tees from EPFD’s 50<sup>th</sup> Anniversary.
- 5.7. Calaveras County Fire Joint Powers Authority  
Chief Johnson asked the Board members to review the proposed JPA for Calaveras County Fire Districts. He noted some of the possibilities that it would enable the fire districts to do collectively.
- 5.8 Policy 1060: Fire District Records: Retention and Disposition  
Chief Johnson asked the Board members to review this policy revision and take a really close look at the 7-year maximum.

## 6. **REPORTS**

### 6.1. Administrative Report

Chief Johnson noted the Finance Committee’s desire to address the deficient shortcoming for the two special tax budgets and suggested the establishment of a focus group to determine how to proceed. He suggested it be made of one director, himself, Cheryl Howard, a union representative, a EPFFA representative, and eventually grow to add public seats. He added that the intent of the focus group would be to provide the Board of Directors with a few of the best options. The Board’s consensus was for Director Sullivan to participate with Director McKinney as an alternate.

### 6.2. Legislative Report

Chief Johnson reported that the SB901 had been approved in the State Legislature which provided a process for repositioning of fire agencies across the state.

### 6.3. Fire Prevention

Chief Johnson noted that Lance Doyle, the Director of MVEMSA, had talked of extending the current ambulance contracts in Calaveras County 2025.

### 6.4. Administrative - EMS

No report.

## 7. **COMMENTS, QUESTIONS, CONSIDERATIONS**

- 7.1. Board Members – Mr. Clemens noted the need for firefighter to be safe and wear safety gear even during overhaul.

Mr. Dashner congratulated the recently promoted individuals of the District.

7.2. Firefighters Association – None

7.3. Employees' Group – None

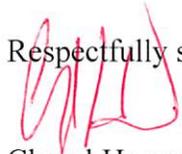
7.4. Public Comments – None

8. **ADJOURNMENT**

Mr. Sullivan made a motion to adjourn. Mr. Barr seconded; motion passed unanimously.

10:32 A.M.

Respectfully submitted,



Cheryl Howard  
District Secretary

**County of Calaveras  
General Ledger Summary  
Balance Sheet Accounts  
As of 9/30/2018**

**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	22900000 (687,343.78)
1007	Outstanding Checks	22900000 (188.00)
1016	Imprest Cash	22900000 40,000.00
Total Assets		(\$647,531.78)
<b><u>Liabilities</u></b>		
2002	Accounts Payable	22900000 1,163.60
2002	Accounts Payable	22900010 (1,163.60)
2009	Sales Tax Payable	22900010 78.54
2091	Accts Payable - Staledated Cks	22900010 4,481.03
Total Liabilities		\$4,559.57
<b><u>Fund Balance</u></b>		
3002	Fund Bal Unreserv/Undesign	22900000 336,557.73
3043	Reserve for Imprest Cash	22900000 40,000.00
Total Fund Balance		\$376,557.73
Year-to-Date Revenues		\$166,301.43
Year-to-Date Expenditures		\$1,194,950.51
Year-to-Date Transfers In		\$0.00
Year-to-Date Transfers Out		\$0.00
Year-to-Date Clearing Accounts		\$0.00
Total Fund Equity		(\$652,091.35)
Total Liabilities and Fund Equity		(\$647,531.78)

## FIRE OPERATIONS ACCOUNT SUMMARY SHEET - SEPT 2018

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001.1-</b>					
Salaries/Wages	-.001	1,008,250	<b>76,566.01</b>	232,983.90	775,266.10	23%
Extra Hire	-.002	10,000	<b>0.00</b>	0.00	10,000.00	0%
Extra Hire - Intern	-.003	40,000	<b>2,417.41</b>	7,063.80	32,936.20	18%
ST/TF FF Payments	-.004	30,000	<b>3,215.26</b>	5,845.02	24,154.98	19%
Volunteer FF Relief	-.005	40,000	<b>0.00</b>	1,844.21	38,155.79	5%
Retirement	-.050	177,354		28,259.33	149,094.67	16%
Group Insurance	-.055	194,450	<b>15,624.77</b>	52,273.38	142,176.62	27%
Uniform Allowance	-.062	3,600	<b>0.00</b>	1,409.78	2,190.22	39%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111.1-</b>					
Safety Clothing	-.111	10,000	<b>412.56</b>	1,110.10	8,889.90	11%
Safety Equipment	-.115	6,000	<b>0.00</b>	676.48	5,323.52	11%
Communications-Radios	-.121	7,000	<b>0.00</b>	0.00	7,000.00	0%
Communications-Phone	-.124	12,000	<b>341.07</b>	2,677.47	9,322.53	22%
Food - Fire Line Meals	-.131	1,200	<b>199.42</b>	614.46	585.54	51%
Housekeeping	-.141	8,000	<b>1,405.48</b>	2,588.02	5,411.98	32%
Insurance-Prop/Liability	-.151	12,000	<b>0.00</b>	12,000.00	-	100%
Insurance-Workers Comp	-.153	70,853	<b>0.00</b>	60,246.76	10,606.24	85%
Maintenance-Apparatus	-.181	37,550	<b>404.97</b>	15,264.24	22,285.76	41%
Maintenance-Utilities	-.182	8,250	<b>501.82</b>	1,654.96	6,595.04	20%
Building Maintenance	-.201	16,100	<b>4,458.18</b>	9,362.50	6,737.50	58%
Emergency Care/Rescue	-.211	1,275	<b>0.00</b>	0.00	1,275.00	0%
Memberships	-.221	7,055	<b>0.00</b>	440.00	6,615.00	6%
Office Expense	-.241	12,050	<b>1,936.25</b>	3,078.11	8,971.89	26%
Office Expense-Postage	-.243	1,000	<b>56.00</b>	189.34	810.66	19%
Office Expense-Copies	-.245	1,500	<b>94.03</b>	301.38	1,198.62	20%
Professional Services	-.271	27,000	<b>1,247.85</b>	16,805.15	10,194.85	62%
Small Tools/FF Equipment	-.401	13,000	<b>101.22</b>	3,019.13	9,980.87	23%
Small Tools-Hose/SCBA	-.402	9,000	<b>0.00</b>	206.66	8,793.34	2%
Special District Expense	-.411	17,000	<b>3,544.79</b>	5,108.44	11,891.56	30%
SDE--Health Maintenance	-.412	4,000	<b>158.00</b>	480.00	3,520.00	12%
Training	-.422	5,000	<b>64.76</b>	895.76	4,104.24	18%
Travel/Education	-.478	9,000	<b>193.48</b>	138.48	8,861.52	2%
Transportation Fuel	-.480	20,000	<b>1,737.27</b>	4,664.78	15,335.22	23%
Utilities - Water/Sewer	-.501	10,280	<b>1,546.33</b>	3,081.37	7,198.63	30%
Utilities - Electrical	-.504	13,500	<b>1,006.17</b>	2,736.14	10,763.86	20%
Utilities - Propane	-.505	17,150	<b>0.00</b>	479.79	16,670.21	3%
LAFCO Fee	<b>5627</b>	2,797	<b>0.00</b>	2,796.82	0.18	100%
<b>FIXED ASSETS</b>						
Building Fund: Structures	<b>5640</b>	211,698	<b>0.00</b>	0.00	211,698.00	0%
Equipment	<b>5701</b>	-	<b>0.00</b>	0.00	-	
<b>Fire Operation Fund Totals</b>		<b>2,074,912</b>	<b>117,233.10</b>	<b>480,295.76</b>	<b>1,594,616.24</b>	<b>23%</b>

**CHECKS ISSUED LISTING - Sept 2018****FIRE OPERATIONS**

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.1.001: SALARIES</b>			
	14114 Payroll / Statutory Elective Withholding		\$75,235.28
	14114 Paychex Fee	employer cost	\$285.60
	1057386 PARS	EE withholding	\$265.13
	14115 EPFF Local #3581	dues and meals withholding	\$780.00
	PERS	employee/employer 07-2018-2	
	PERS	employee/employer 08-2018-1	
<b>5001.1.002: EXTRA HIRE</b>			<i>none issued</i>
<b>5001.1.003: EXTRA HIRE - SPECIAL</b>			
	14114 Payroll / Statutory Withholding / Elective Withholding		2,273.99
	1057386 PARS	EE withholding	\$143.42
<b>5001.1.004: Expenditure: ST/TF Firefighter</b>			
	14114 Payroll / Statutory Withholding / Elective Withholding		3,215.26
<b>5001.1.005: Expenditure: Volunteer Firefighter</b>			<i>none issued</i>
<b>5001.1.050: RETIREMENT (PERS)</b>			
	PERS	employer portion 07-2018-2	
	PERS	employer portion 08-2018-1	
	PERS	unfunded liability	
<b>5001.1.055: GROUP INSURANCE</b>			
	14114 Supplemental Life Premium Withholding		(\$203.10)
	1057867 FDAC-EBA	vis/den/life ins prem	\$1,306.35
	1057869 Hometown Health	medical premium	\$875.00
	1057876 SDRMA-Employee Benefit Service - medical premium		\$13,516.02
<b>5001.1.062: UNIFORM ALLOWANCE</b>			<i>none issued</i>
<b>5111.1.111: SAFETY CLOTHING</b>			
	1057871 L N Curtis	patches	\$412.56
<b>5111.1.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.1.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>

**CHECKS ISSUED LISTING - Sept 2018****FIRE OPERATIONS****5111.1.124: COMMUNICATIONS: TELEPHONE**

1057862 Comcast	phone/internet Sta. 1	\$341.07
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**5111.1.131: FOOD/FIRE LINE MEALS**

1057452 US Bank	water, pizza Hunter Dam Fire	\$199.42
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**5111.1.141: HOUSEHOLD EXPENSE**

1057855 Ameri Pride Services Inc	rag/coverall service	205.19
1057860 CA Waste Recovery Systems	trash disposal	187.36
1057866 Ebbetts Pass Lumber Co	cleaning supplies	27.30
1057872 Middleton's	Sta. 1 clothes washer	985.63

**5111.1.151: INSURANCE: PROPERTY/LIABILITY***none issued***5111.1.153: INSURANCE: WORKER'S COMPENSATION***none issued***5111.1.181: MAINTENANCE: APPARATUS**

1057452 US Bank	U1006: oil change/aux pump motor	367.50
1057856 Arnold Auto Supply	carwash, tire foam, wax	37.47

**5111.1.182: MAINTENANCE: UTILITIES**

1058962 Sam Berri Towing	U3016: tow to Sta. 1	125.00
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**5111.1.201: BUILDING & GROUNDS MAINTENANCE**

1057866 Ebbetts Pass Lumber Co	pipng	10.17
1057863 Cummins Pacific	Sta.1 generator servicing	1,109.13
1057863 Cummins Pacific	Sta.2 generator servicing	756.59
1057863 Cummins Pacific	Sta.1 generator repair	1,577.52
1057863 Cummins Pacific	Sta.2 generator repair	1,004.77

**5111.1.211: EMERGENCY CARE***none issued***5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS***none issued***5111.1.241: OFFICE EXPENSE**

1057452 U.S. Bank	spam blocker	5.00
1057870 Laura Bowly Design	website redesign, etc.	1,931.25

**5111.1.243: OFFICE EXPENSE: POSTAGE**

JE Calaveras Co	mailing of checks	
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**CHECKS ISSUED LISTING - Sept 2018****FIRE OPERATIONS****5111.1.245: OFFICE EXPENSE: COPIES**

1057879 Zoom Imaging Solutions	copier maintenance	94.03
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**5111.1.271: PROFESSIONAL SERVICES**

1057912 Nossaman LLP	legal services	1,247.85
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**5111.1.401: SMALL TOOLS/FF EQUIPMENT**

1057452 U.S. Bank	rope	91.59
1057866 Ebbetts Pass Lumber Co	carb & choke cleaner	9.63

**5111.1.402: SMALL TOOLS: HOSE / SCBA***none issued***5111.1.411: SPECIAL DISTRICT EXPENSE**

1057452 US Bank: SAMBA	CA EPN reporting	48.39
1057452 US Bank	Leary Memorial items	1,509.12
1057452 US Bank	ICS command board	\$132.95
1057452 US Bank: Enterprise	fireline medic rental car	1,457.48
1057866 Ebbetts Pass Lumber Co	Leary Memorial items	396.85

**5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE**

1057874 Adventist Health Sonora	physical	158.00
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**5111.1.422: TRAINING**

1057452 US Bank:	hotel for instructor	59.26
1057866 Ebbetts Pass Lumber Co	indoor fogger	5.50

**5111.1.478: TRAVEL/EDUCATION/TRAINING**

1057868 Eric Griffiths	reimb fireline medic travel expense	193.48
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**5111.1.480: TRANSPORTATION FUEL**

1057865 Ebbetts Pass Gas Service	gasoline and diesel	\$1,477.82
1057452 US Bank	fuel - U1002	\$99.00
1057452 US Bank	fuel - U1003	\$99.00
1057868 Eric Griffiths	reimburse fuel for fireline medic	\$61.45

**5111.1.501: UTILITIES: WATER/SEWER**

1057859 CCWD	water/sewer	1,546.33
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**5111.1.504: UTILITIES: ELECTRICITY**

JE CPPA	electricity	1,006.17
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**CHECKS ISSUED LISTING - Sept 2018**

**5111.1.505: UTILITIES: PROPANE**

**FIRE OPERATIONS**

*none issued*

**5640 F: STRUCTURES**

*none issued*

**5701 F: EQUIPMENT**

*none issued*

**ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - Sept 2018**

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-.001	289,462	<b>31,423.06</b>	87,910.54	201,551.46	30%
Retirement	-.050	70,850		11,834.76	59,015.24	17%
Group Insurance	-.055	83,130	<b>5,570.08</b>	20,657.15	62,472.85	25%
Uniform Allowance	-.062	1,200	<b>0.00</b>	600.00	600.00	50%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-.111	2,728	<b>0.00</b>	0.00	2,728.00	0%
Safety Equipment	-.115	1,000	<b>69.12</b>	148.49	851.51	15%
Communications-Radios	-.121	1,000	<b>0.00</b>	0.00	1,000.00	0%
Communications-Phone	-.124	615	<b>50.00</b>	150.36	464.64	24%
Housekeeping	-.141	1,900	<b>82.08</b>	272.17	1,627.83	14%
Insurance-Prop/Liability	-.151	2,250	<b>0.00</b>	2,250.00	-	100%
Insurance-Workers Comp	-.153	17,828	<b>0.00</b>	17,050.00	778.00	96%
Maintenance-Apparatus	-.181	1,900	<b>0.00</b>	1,556.18	343.82	82%
Building Maintenance	-.201	-	<b>0.00</b>	0.00	-	
Emergency Care/Rescue	-.211	-	<b>0.00</b>	0.00	-	
Office Expense	-.241	-	<b>0.00</b>	0.00	-	
Office Expense-Copies	-.245	-	<b>0.00</b>	0.00	-	
Professional Services	-.271	2,200	<b>0.00</b>	0.00	2,200.00	0%
Small Tools/FF Equipment	-.401	-	<b>0.00</b>	0.00	-	
Small Tools-Hose/SCBA	-.402	500	<b>0.00</b>	0.00	500.00	0%
Special District Expense	-.411	700	<b>6.00</b>	20.07	679.93	3%
SDE--Health Maintenance	-.412	3,000	<b>0.00</b>	127.00	2,873.00	4%
SDE--Administration Fee	-.413	-	<b>0.00</b>	0.00	-	
Training	-.422	1,500	<b>159.26</b>	159.26	1,340.74	11%
Travel/Education	-.478	2,700	<b>0.00</b>	0.00	2,700.00	0%
Transportation Fuel	-.480	6,500	<b>467.35</b>	1,398.42	5,101.58	22%
<b>SPECIAL TAX HANDLING FEE</b>	<b>5411</b>	3,623		0.00	3,623.00	0%
<b>Engine Paramedic Program Totals</b>		494,586	<b>37,826.95</b>	144,134.40	350,451.60	29%

# CHECKS ISSUED LISTING - Sept 2018

# ENGINE PARAMEDI

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.2.001: SALARIES</b>			
	14114 Payroll / Statutory Elective Withholding		\$31,156.66
	14114 Paychex Fee	employer cost	35.7*2
1057386	PARS	EE withholding	\$0.00
	14115 EPFF Local #3581	dues and meals withholding	\$390.00
	PERS	employee/employer 07-2018-2	
	PERS	employee/employer 08-2018-1	
<b>5001.2.050: RETIREMENT (PERS)</b>			
	PERS	employer portion 07-2018-2	
	PERS	employer portion 08-2018-1	
	PERS	unfunded liability	
<b>5001.2.055: GROUP INSURANCE</b>			
	14114 Supplemental Life Premium Withholding		(\$22.00)
1057867	FDAC-EBA	med/vis/den/life ins prem	\$386.00
1057876	SDRMA-Employee Benefit Service - medical premium		\$5,206.80
<b>5001.2.062: UNIFORM ALLOWANCE</b>			<i>none issued</i>
<b>5111.2.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.2.115: SAFETY EQUIPMENT</b>			
1057452	US Bank	engineer badge	\$64.99
<b>5111.2.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>
<b>5111.2.124: COMMUNICATIONS: TELEPHONE</b>			
1057862	Comcast	monthly service	\$50.00
<b>5111.2.141: HOUSEHOLD EXPENSE</b>			
1057855	Ameri Pride Services Inc	rag/coverall service	82.08
<b>5111.2.151: INSURANCE: PROPERTY/LIABILITY</b>			<i>none issued</i>
<b>5111.2.153: INSURANCE: WORKER'S COMPENSATION</b>			<i>none issued</i>
<b>5111.2.181: MAINTENANCE: APPARATUS</b>			<i>none issued</i>

**CHECKS ISSUED LISTING - Sept 2018****ENGINE PARAMEDI**

<b>5111.2.201: BUILDING &amp; GROUNDS MAINTENANCE</b>		<i>none issued</i>
<b>5111.2.211: EMERGENCY CARE</b>		<i>none issued</i>
<b>5111.2.241: OFFICE EXPENSE</b>		<i>none issued</i>
<b>5111.2.271: PROFESSIONAL SERVICES</b>		<i>none issued</i>
<b>5111.2.401: SMALL TOOLS / ALS EQUIPMENT</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>		
1057452 US Bank: SAMBA	CA EPN reporting	6.00
<b>5111.2.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE</b>		<i>none issued</i>
<b>5111.2.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE</b>		<i>none issued</i>
<b>5111.2.422: TRAINING</b>		
1057452 US Bank:	hotel for instructor	59.26
1057868 Eric Griffiths	reimburse S230/231	100.00
<b>5111.2.478: TRAVEL/EDUCATION/TRAINING</b>		<i>none issued</i>
<b>5111.2.480: TRANSPORTATION FUEL</b>		
1057865 Ebbetts Pass Gas Service	fuel	467.35
<b>5411 P: SPECIAL TAX HANDLING FEE</b>		<i>none issued</i>

## STATION 3 A ACCOUNT SUMMARY SHEET - Sept 2018

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-001	1,041,835	99,400.24	279,876.79	761,958.21	27%
Retirement	-050	196,735		34,333.13	162,401.87	17%
Group Insurance	-055	284,870	20,049.06	66,672.40	218,197.60	23%
Uniform Allowance	-062	4,800	0.00	2,400.00	2,400.00	50%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-111	11,890	0.00	644.95	11,245.05	5%
Safety Equipment	-115	2,250	0.00	74.00	2,176.00	3%
Communications-Radios	-121	4,500	0.00	268.15	4,231.85	6%
Communications-Phone	-124	3,325	0.00	683.87	2,641.13	21%
Food - Fire Line Meals	-131	400	0.00	32.65	367.35	8%
Housekeeping	-141	4,624	223.75	668.87	3,955.13	14%
Insurance-Prop/Liability	-151	9,000	0.00	9,000.00	-	100%
Insurance-Workers Comp	-153	60,210	0.00	0.00	60,210.00	0%
Maintenance-Ambulances	-183	31,250	2,047.78	3,817.36	27,432.64	12%
Building Maintenance	-201	5,000	718.71	718.71	4,281.29	14%
Emergency Care/Rescue	-211	30,000	1,490.17	6,663.22	23,336.78	22%
Memberships	-221	150	0.00	0.00	150.00	0%
Office Expense	-241	1,800	0.00	171.82	1,628.18	10%
Office Expense - Copies	-245	105	6.42	58.82	46.18	56%
Professional Services	-271	59,640	1,875.00	9,465.11	50,174.89	16%
Small Tools/FF Equipment	-401	6,000	0.00	1,165.97	4,834.03	19%
Small Tools-Hose/SCBA	-402	1,050	0.00	0.00	1,050.00	0%
Special District Expense	-411	13,136	4,605.94	4,960.76	8,175.24	38%
SDE--Health Maintenance	-412	3,000	0.00	322.00	2,678.00	11%
SDE--Administrative Fee	-413	3,800	0.00	0.00	3,800.00	0%
Training	-422	2,000	59.26	469.26	1,530.74	23%
Travel/Education	-478	4,500	0.00	0.00	4,500.00	0%
Transportation Fuel	-480	11,000	1,935.06	5,925.60	5,074.40	54%
Utilities - Water/Sewer	-501	900	215.08	332.73	567.27	37%
Utilities - Electrical	-504	1,900	142.64	419.24	1,480.76	22%
Utilities - Propane	-505	5,000	0.00	0.00	5,000.00	0%
BANK CHARGES - Lockbox Account	5403	1,800	205.90	393.60	1,406.40	22%
SPECIAL TAX HANDLING FEE	5411	8,276	0.00	0.00	8,276.00	0%
REFUND OVERPAYMENT	5612	40,747	0.00	24,756.02	15,990.98	61%
<b>FIXED ASSETS</b>						
Building Fund: Structures	5640	-	0.00	0.00	-	
Equipment	5701	50,177	2,054.44	23,163.28	27,013.72	
<b>Fire Operation Fund Totals</b>		1,905,670	135,029.45	477,458.31	1,428,211.69	25%

**CHECKS ISSUED LISTING - Sept 2018****STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.3.001: SALARIES</b>			
	14114 Payroll / Statutory Elective Withholding		\$97,684.54
	14114 Paychex Fee	employer cost	\$285.60
	1057386 PARS	EE withholding	\$0.00
	14115 EPFF Local #3581	dues and meals withholding	\$1,430.00
	PERS	employee/employer 07-2018-2	
	PERS	employee/employer 08-2018-1	
<b>5001.3.050: RETIREMENT (PERS)</b>			
	PERS	employer portion 07-2018-2	
	PERS	employer portion 08-2018-1	
	PERS	unfunded liability	
<b>5001.3.055: GROUP INSURANCE</b>			
	14114 Supplemental Life Premium Withholding		(\$108.50)
	1057867 FDAC-EBA	med/vis/den/life ins prem	\$1,497.68
	1057876 SDRMA-Employee Benefit Service - medical premium		\$18,659.88
<b>5001.3.062: UNIFORM ALLOWANCE</b>			
			<i>none issued</i>
<b>5111.3.111: SAFETY CLOTHING</b>			
			<i>none issued</i>
<b>5111.3.115: SAFETY EQUIPMENT</b>			
			<i>none issued</i>
<b>5111.3.121: COMMUNICATIONS: RADIOS</b>			
			<i>none issued</i>
<b>5111.3.124: COMMUNICATIONS: TELEPHONE</b>			
			<i>none issued</i>
<b>5111.3.131: FOOD/FIRE LINE MEALS</b>			
			<i>none issued</i>
<b>5111.3.141: HOUSEHOLD EXPENSE</b>			
	1057855 Ameri Pride Services Inc	rag/coverall service	86.92
	1057860 CA Waste Recovery Systems	trash disposal	72.58
<b>5111.3.151: INSURANCE: PROPERTY/LIABILITY</b>			
			<i>none issued</i>
<b>5111.3.153: INSURANCE: WORKER'S COMPENSATION</b>			
			<i>none issued</i>
<b>5111.3.181: MAINTENANCE: APPARATUS</b>			
			<i>none issued</i>

**CHECKS ISSUED LISTING - Sept 2018****STATION 3 A****5111.3.183: MAINTENANCE: AMBULANCES**

1057452 US Bank	U3502: ignition sw, lock cyl	70.23
1041672 US Bank	U3504: balance tires	65.00
1057856 Arnold Auto Supply	U506: air spring, coolant	436.50
1057864 Arnold Tire & Auto Care	U3507: mount 6 tires	168.00
1057873 Sam Berri Towing	U3505: tow to Sonora Ford	375.00
1057875 Sonora Ford	U3505: rep sensor/carrier bearin	933.05

**5111.3.201: BUILDING & GROUNDS MAINTENANCE**

1057863 Cummins Pacific	Sta.3 generator servicing	718.71
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**5111.3.211: EMERGENCY CARE**

1057857 Arrow International	EZ-IO needlesets	1,196.37
1057858 Bound Tree Medical LLC	medical supplies	293.80

**5111.3.221: MEMBERSHIPS/SUBSCRIPTIONS***none issued***5111.3.241: OFFICE EXPENSE***none issued***5111.3.241: OFFICE EXPENSE - COPIES**

1057879 Zoom Imaging Solutions	copier maintenance	6.42
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**5111.3.271: PROFESSIONAL SERVICES**

1057878 Wittman Enterprises LLC	Jul/Aug 2018: 75 PCR's	1,875.00
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**5111.3.401: SMALL TOOLS/FF EQUIPMENT***none issued***5111.3.402: SMALL TOOLS: HOSE / SCBA***none issued***5111.3.411: SPECIAL DISTRICT EXPENSE**

1057452 US Bank: SAMBA	CA EPN reporting	24.00
1057452 US Bank: ESO Solutions	PCR reporting	4,430.50
1041670 Stericycle	medical waste disposal	151.44

**5111.3.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE** *none issued***5111.3.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE** *none issued***5111.3.422: TRAINING**

1057452 US Bank:	hotel for instructor	59.26
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# CHECKS ISSUED LISTING - Sept 2018

# STATION 3 A

<b>5111.3.478: TRAVEL/EDUCATION/TRAINING</b>		<i>none issued</i>
<b>5111.3.480: TRANSPORTATION FUEL</b>		
1057865 Ebbetts Pass Gas Service	fuel	1,617.06
1057861 Chevron	fuel	318.00
<b>5111.3.501: UTILITIES: WATER/SEWER</b>		
1057859 CCWD	water/sewer	215.08
<b>5111.3.504: UTILITIES: ELECTRICITY</b>		
JE CPPA	electricity	\$142.64
<b>5111.3.505: UTILITIES: PROPANE</b>		<i>none issued</i>
<b>5403 A: BANK CHARGES</b>		
JE WestAmerica Bank	lockbox account fee	\$195.90
JE Calaveras Co Treasurer	admin fee (August)	\$10.00
<b>5411 A: SPECIAL TAX HANDLING FEE</b>		<i>none issued</i>
<b>5640 A: STRUCTURES</b>		<i>none issued</i>
<b>5701 A: EQUIPMENT</b>		
1057452 US Bank: Knox Co.	Med-Vault Mini & software	2,054.44
<b>8001/5612 A: REFUNDS</b>		<i>none issued</i>

To: Chief Mike Johnson; EPFD Board of Directors

From: FF/ P Randayn Forrest

Date: October 5<sup>th</sup>, 2018

Re: Pregnancy Disability Leave

Please accept this letter as a written notification of my upcoming Pregnancy Disability Leave. My next OB appointment is on October 31<sup>st</sup>, 2018. During that appointment my physician and I will finalize a specific date for me to terminate working online as a firefighter paramedic due to increased safety concerns for myself and baby. I am hoping to continue working in my full capacity as a ff/p until at least my 27<sup>th</sup> week of pregnancy, which puts me at the start of my 3<sup>rd</sup> trimester. This tentatively means that my last shift could be November 15<sup>th</sup>/ 16<sup>th</sup>.

Please also accept this as a formal request to continue my CalPERS retirement benefits during my unpaid leave. I am asking for the district to please continue its contribution while I will continue to pay my contribution.

Thank you,



Randayn Forrest

## Mike Johnson

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**From:** Jeff Graham <jgraham@mozingoconstruction.com>  
**Sent:** Wednesday, October 03, 2018 2:22 PM  
**To:** firechief@epfd.org  
**Cc:** Mark Franz  
**Subject:** Property storage

Mike,

You spoke with our Supt. recently about possibly allowing us to use some property to store some of our pipe materials for our upcoming project at Blue Lakes Springs. We will be needing storage from October 2018 through October of 2019. Mozingo would leave the property in same or better shape, repair anything we damage as well we could add additional rock if needed and do some minor re-paving if necessary.

Let me know if this a possibility,

Jeff Graham

Senior Project Manager  
Senior Estimator



751 Wakefield Court  
Oakdale, CA 95361

Phone: 209.848.0160 ext 22  
Fax: 209.848.0161  
Cell: 209.896.6489  
Website: [www.mozingoconstruction.com](http://www.mozingoconstruction.com)



THIS CERTIFICATE  
OF APPRECIATION  
IS PRESENTED TO :  
E.P.F.D. BATTALION 1  
MY LIFE SAVERS!



WITH A GRATEFUL HEART  
FOR YOUR CONTINUED



AWARENESS OF  
LATEX ALLERGY.



PRESENTED BY :

PEGGY ROURKE-NICHOLS

IN HONOR OF



LATEX ALLERGY



AWARENESS WEEK

OCTOBER 7-13, 2018



**BRAVO!** **BRAVO!**  
THANK YOU!



Ebbetts Pass Fire District	POLICY: 1060
Subject: <b>Fire District Records: Retention and Disposition</b>	Adoption Date: 7/26/10 Revised Date: N/A Review Date: 01/20/2015 Draft

1. Purpose: To define policies for retention and disposal of District records, consistent with local, state and federal laws, rules, and accepted business practices.
2. Document retention by class:
  - 2.1. *Administrative documents* – Such as books, including fire codes, policies and operations manuals, simple fire inspections, permits, and station journals shall be kept for no less than seven years following the documents necessity of use or replacement by adoption of other documents.
  - 2.2. *Personnel documents* – Shall be kept for a period of no less than seven years following the termination or retirement of the relevant employee. These documents include personnel files, payroll actions, evaluations, training, certifications and other reports not relating to discipline. All personnel file items relating to discipline shall follow the direction of Ebbetts Pass Fire District “Policy 6600 Personnel Discipline”:-
    - 2.2.1. Employee medical records shall be retained for no less than thirty years following the termination or retirement of the relevant employee.
  - 2.3. *Property documents* – Pertaining to vehicles, inventory, equipment, supplies and related logs shall be retained for no less than three years.
    - 2.3.1. Fixed asset records and inventories shall be kept in perpetuity.
  - 2.4. *General Reports* – General incident reports and simple, closed, fire cause and origin investigations, evidence logs and weed abatement reports shall be retained for a period of not less than seven years.
  - 2.5. *Finance Records – Documents* including audits, budgets and appropriation limits shall be retained for no less than ten years.
  - 2.6. *Legal Documents* – All legal documents, including resolutions, ordinances and property titles shall be retained in perpetuity.
  - 2.7. *Investigative, evidence and documents related to litigation* – Any investigation that supports the prosecution of a homicide shall be retained in perpetuity. Documents or evidence of crimes resulting in great bodily harm, destruction or damage to an inhabited structure/property shall be retained for seven years following the resolution of the investigation.
3. Document Disposal:

Ebbetts Pass Fire District	<b>POLICY: 1060</b>
<b>Subject: Fire District Records: Retention and Disposition</b>	Adoption Date: 7/26/10 Revised Date: N/A Review Date: 01/20/2015 Draft

- 3.1. Documents that remain in valuable use shall not be considered for disposal. The specific time frame for disposal will go into effect upon the practical use of the document ending.
- 3.2. Documents shall be destroyed in a manner commensurate with the sensitivity level of the document. Documents that would expose “protected health or medical information,” home or mailing addresses, date of birth, social security number, health care information or pay rate specifics (other than total net or gross amounts) shall be considered sensitive.
- 3.3. The preferred method for destruction of sensitive documents shall be commercial incineration or document shredding. Records and documents that are no longer needed will be disposed of at the proper time and in a manner that protects personal and financial information.
- 3.4. The Board of Directors may dispose of records that are not expressly required by law to be preserved by either:
  - 3.4.1. Authorizing the destruction of any category of records if the Board does both of the following:
    - Adopts a resolution finding that destruction or disposition of the category of records will not adversely affect any interest of the District or public.
    - Maintains a list, by category of the types of records destroyed or disposed of that reasonably identifies the information contained in those records.
  - 3.4.2. The District adopts and complies with a record retention schedule that meets the Secretary of State's guidelines that classifies all of the District records by category and that establishes a standard protocol for their destruction or disposition.
  - 3.4.3. The District can authorize the destruction of records that are not expressly to be preserved:
    - The document is reproduced so that it does not allow any changes to the original document.
    - The reproduction device accurately reproduces the original and does not permit changes.
    - The reproduction is conveniently accessible with provisions for preserving, examining, and using files.

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Ebbetts Pass Fire District	POLICY: 1060
Subject: <b>Fire District Records: Retention and Disposition</b>	Adoption Date: 7/26/10 Revised Date: N/A Review Date: 01/20/2015 Draft

4. Confidentiality: Certain records, such as patient medical records and personal identity information, must be maintained in a safe and secure place. District employees and sub-contractors will comply with all local, state and federal laws, rules, and regulations relating to the release of confidential information.
5. The District is prohibited from destroying or disposing of a record that:
- Relates to the District's formation change of organization, or reorganization.
  - Is an ordinance adopted by the District, unless it has been repealed or is otherwise invalid in which case it can be destroyed after five years.
  - Contains minutes of any meeting of the District's legislative body.
  - Relates to a pending claim or litigation or settlement in the past two years.
  - Is the subject ~~of~~ a pending request under the California Public Records Act.
  - Relates to construction that the District has accepted.
  - Relates to non-discharges debts of the District.
  - Relates to title or real property to which the District has interest.
  - Related to any non-discharged contract to which the District is a party.
  - Has not fulfilled its administrative, fiscal, or legal purpose.
  - Is an unaccepted bid or proposal which is less than two years old, for any public work.
  - Specifies the amount of compensation paid to District employees or officers or independent contractors or relates to expense reimbursement to District officers, or employees or the use of District paid credit cards or travel compensation. *These records may be destroyed seven years after the date of payment.*

Policy 1060

Policy 1060 3 of 3

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Ebbetts Pass Fire District	POLICY: <b>6138</b>
Subject: <b>Personnel: Light Duty Assignments</b>	Effective Date: 6/15/2012 Supersedes: N/A Review Date: 1/2015

01. **Purpose:** Personnel who are not able to perform their normally assigned job (essential job function) because of an on-the-job injury and have been released by their physician to return to modified or limited duty for a specified limited period of time are obliged to perform light duty assignments within the properly documented medical restrictions and the District's business needs. Personnel will normally be assigned administrative duties allowed by the employee's physician's work restrictions or limitations. This policy is separate and apart from the policies and procedures for reasonably accommodating qualified employees with a disability that limits a major life function who, with or without reasonable accommodation, can perform the essential functions of their job.
02. **Process for light duty temporary assignment:** Below are the requirements and process for a possible light duty, primarily administrative assignments when an on-the-job injury precludes an employee from performing their normal assignment (essential functions) (reference the appropriate job description).
- The employee will not serve their normally assigned shift.
  - The treating physician will designate in writing any medical work-related limitations or restrictions and the projected date of release to full duty.
  - Temporary light duty assignments, if available and capable of being performed within the medical work-related limitations or restrictions, generally shall be assigned as part of a forty-hour week as determined by the Fire Chief.
  - Return to full-duty requires a written release from treating physician.
  - Additional assessment by the District's physician or Occupational Health Advisor may be required based on the nature and extent of the injury.
  - Such temporary light assignments shall be specific and short term in nature.
  - All light duty assignments pertaining to the Fire Chief will be determined by the Ebbetts Pass Board of Directors
03. **Priority:** This policy applies to all regular full-time, part-time, or contract employees. If the District has the business need for a light duty primarily, administrative assignment (temporary), priority for any such assignment shall be given to employees injured on-the-job. However, if there are no injured on-the-job employees medically

Ebbetts Pass Fire District	POLICY: <b>6138</b>
Subject: <b>Personnel: Light Duty Assignments</b>	Effective Date: 6/15/2012 Supersedes: N/A Review Date: 1/2015

available to perform the light duty temporary administrative assignment, the District may, in its discretion, assign personnel, whose injury occurred outside of their employment, to the light duty assignment. The purpose for such a temporary assignment to an employee injured outside of employment is to maintain contact with the employee, particularly in cases of extended medical restrictions. The requirements and process for such light duty assignments shall be as set forth in paragraph 02. above.

**Policy 6138 -**

## **JOINT POWERS AGREEMENT OF CALAVERAS COUNTY FIRE JOINT POWERS AUTHORITY**

This Joint Powers Agreement (the "Agreement") is made and entered into in the County of Calaveras, State of California, by and between CALAVERAS CONSOLIDATED FIRE, ALTAVILLE- MELONES FIRE PROTECTION DISTRICT, CENTRAL CALAVERAS FIRE PROTECTION DISTRICT, COPPEROPOLIS FIRE PROTECTION DISTRICT, WEST POINT FIRE PROTECTION DISTRICT, EBBETTS PASS FIRE PROTECTION DISTRICT, MURPHYS FIRE PROTECTION DISTRICT, SAN ANDREAS FIRE PROTECTION DISTRICT AND MOKELUMNE HILL FIRE PROTECTION DISTRICT, fire protection districts formed and operating pursuant to the provisions of California Health and Safety Code Section 13800 et seq., and any other public agencies in the State of California who may hereafter execute this Joint Powers Agreement and become a Member Agency of this Authority pursuant to the provisions of California Government Code Section 6500 et seq (together, the "Member Agencies"), and creates a Joint Powers Authority (hereinafter "Calaveras County Fire Authority").

### RECITALS

WHEREAS, each of the Member Agencies who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Health and Safety Code Section 13861(j) authorizes fire protection districts to enter into joint powers agreements pursuant to Government Code Section 6500 et seq.; and

WHEREAS, each of the parties to this Agreement has the power to provide one or more of the following services, hereinafter collectively referred to as "Fire and Life Safety Protection Services," to the public pursuant to the provisions of California Health and Safety Code Section 13800 et seq.:

- (a) Fire protection services.
- (b) Rescue services.
- (c) Emergency medical services.
- (d) Hazardous material emergency response services.
- (e) Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- (f) Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.

(f) Any other services relating to the protection of lives and property.

WHEREAS, there is a need among the Member Agencies for coordinated planning, administration, operation and financing of the provision of Fire and Life Safety Protection Services for the benefit of the public within their respective jurisdictional boundaries in order to obtain the maximum public benefit from the expenditure of public funds by the Member Agencies for such services; and

WHEREAS, the Member Agencies find that consolidating the administration, planning, financing, and provision of Fire and Life Safety Protection Services within their respective jurisdictional boundaries will reduce the duplication of facilities, equipment, labor, administration, materials and supplies, planning, training, and provision of Fire and Life Safety Protection Services; and

WHEREAS, the Member Agencies find that the consolidation and coordination of the provision of Fire and Life Safety Protection Services will provide a higher level of service to the public for less cost that can be achieved by each Member Agency providing such services independently; and

WHEREAS, the Member Agencies desire to form a partnership based on these common goals and policies in order to increase the efficiency in the provision of Fire and Life Safety Protection Services to the public; and

WHEREAS, each of the Member Agencies which are parties to this Agreement desire to join together with other public agencies within Calaveras County who provide similar Fire and Life Safety Protection Services to collectively establish, operate, manage and administer such Fire and Life Safety Protection Services pursuant to the terms of this Agreement; and

WHEREAS, each of the Member Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to jointly exercise some, any and all powers common to each of them including, but not limited to the provision of Fire and Life Safety Protection Services as permitted pursuant to the Joint Powers Act at California Government Code Section 6500 et seq.; and

WHEREAS, California Government Code Section 6502 provides that it is not necessary for any power common to the Member Agencies executing this Agreement to be exercisable by each such Member Agency with respect to the geographical area in which such power is to be jointly exercised; and

WHEREAS, it is the desire of the Member Agencies which have executed this Agreement to enter into this Agreement to better define the existence, functions, and manner and method of operations of this Joint Powers Authority, and to specify the manner in which a cooperative working relationship can be established to coordinate the efficient delivery of Fire and Life Safety Protection Services to members of the public within Calaveras County; and

WHEREAS, by execution of this Agreement, each Member Agency finds that it is to its mutual advantage and in the best interests of all the Member Agencies executing this Agreement to establish this Joint Powers Authority for the purposes specified herein.

NOW THEREFORE, for and in consideration of the execution of this Agreement by other Agencies, each of the parties hereto does hereby agree as follows:

### **SECTION 1: PURPOSE**

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the CALAVERAS COUNTY FIRE SERVICES JOINT POWERS AUTHORITY (hereinafter the "Calaveras County Fire Authority") for and with the purpose of coordinating and consolidating the administration, operation, management and delivery of some, any and /or all Fire and Life Safety Protection Services for the benefit of the public within the respective jurisdictional boundaries of each Member Agency who executes this Agreement and becomes a Member Agency of the Authority. This Agreement is entered into by each Member Agency in order to jointly fund, administer, operate and manage the delivery of such services. It the further purpose of this Agreement to make more efficient use of the common powers of participating Member Agencies to provide such Fire and Life Safety Protection Services to the public in order to increase the efficiency of the delivery of such services and decrease the costs of providing such services to the public.

To achieve such purposes, the Authority and its participating Member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and other third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the planning, administration, operation, financing and delivery of such Fire and Life Safety Protection Services. These purposes shall be accomplished through a joint exercise of powers by said Member Agencies pursuant to the terms and conditions of this Agreement which creates a separate Joint Powers Authority known as the Calaveras County Fire Services Joint Powers Authority.

### **SECTION 2: CREATION OF JOINT POWERS AUTHORITY**

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Calaveras County Fire Services Joint Powers Authority (the "Calaveras County Fire Authority"). A notice of this Agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5.

### **SECTION 3: MEMBERSHIP**

Each Member Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services:

- a) Fire protection services.
- (b) Rescue services.

- (c) Emergency medical services.
- (d) Hazardous material emergency response services.
- (e) Ambulance services, pursuant to Division 2.5 (commencing with Section 1797 ).
- (f) Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- (f) Any other services relating to the protection of lives and property.

within the geographical area comprising Calaveras County. Each Member Agency must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

#### **SECTION 4: PARTIES TO AGREEMENT**

Each Member Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Member Agencies who have signed this Agreement, and, in addition, with each Member Agency which may later be added as a party to and may sign this Agreement. Each Member Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Member Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Member Agency's intent to contract as described above with the then remaining Member Agencies.

#### **SECTION 5: TERM OF AGREEMENT**

After becoming effective upon the execution of this Agreement by all participating parties as the initial signatory Member Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Member Agencies; and shall become effective as to Member Agencies who later execute this Agreement upon approval of each Member Agency's membership by the Board of Directors of the Authority, execution of this Agreement by such Member Agency and by the Authority, and by payment by each Member Agency of any initial contributions required for participation in the coordinated and consolidated programs and services offered by the Authority for the benefit of the public.

#### **SECTION 6: POWERS OF THE AUTHORITY**

The Authority shall have all the powers common to its participating Member Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, administration, management and delivery of Fire and Life Safety Protection Services for the benefit of the public located within the jurisdictional boundaries of any of the participating Member Agencies. This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents and employees and/or to contract for services from third parties;
- (c) to incur debts, liabilities and obligations;
- (d) to acquire property by gift, grant, exchange, devise, or purchase;
- (e) to hold, lease, convey, sell, encumber, or dispose of property;
- (f) to acquire, construct, manage, maintain or operate any building, works, equipment, or improvements;
- (g) to sue and to be sued in its own name;
- (h) to receive monetary contributions and donations of property, funds, labor, services, equipment, apparatus, and other forms of assistance from Member Agencies, or from other persons, firms, corporations and other governmental entities;
- (i) to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- (j) to issue or caused to be issued bonds and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies;
- (k) obtain in its own name all necessary permits, licenses, certifications, authorizations, opinions and rulings;
- (l) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (m) exercise all powers incidental, necessary and proper to carry out the terms and provisions of this Agreement.

#### **SECTION 7: BOARD OF DIRECTORS**

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of the Chief Officer or designee of each participating agency, as an initial signatory Member Agency to this Agreement, and the nine (9) serving members of The Board of Directors of the Authority shall have a minimum membership of five (5) members and a maximum membership of 9 members. The Board of Directors shall have the discretion to appoint additional members to the Board of Directors in the event that additional Member Agencies in addition to the initial signatory Member Agencies execute this Agreement and become a Member Agency of the Authority. In such event the Board of Directors may appoint one or more current elected and

then serving members of the Board of Directors of the new Member Agency to the Board of Directors of the Authority. Each member of the Board of Directors shall have one vote. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

## **SECTION 8: POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the following powers:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the manner and method of providing the Fire and Life Safety Protection Services authorized by this Agreement including but not limited to: (1) any contributions from the treasuries of the Member Agencies required to provide the Fire and Life Safety Protection Services authorized by this Agreement; (2) determine the amount and method of payment of public funds which may be made by the Member Agencies to defray the costs of providing such services; and (3) provide for the advancement of public funds on behalf of one or more Member Agencies to the Authority in order to facilitate the provision of services authorized by this Agreement and to determine the manner and method by which such advances will be repaid; and (4) determine the manner, method and procedure by which personnel, equipment, apparatus, or property of one or more of the Member Agencies may be loaned to the Authority in lieu of monetary contributions or advances of funds from the treasuries of such Member Agencies.
- (c) Contract for various services to be provided to the Authority including, but not limited to, legal services, accountancy services, auditing services, capital improvement and equipment financing services, risk management services, and special tax, assessment and fee development services.
- (d) Appoint committees; appoint staff or designate staff from Member Agencies to provide services on behalf of the Authority; and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority and the effective provision of services by this Joint Powers Authority, or alternatively designate employees of Member Agencies to perform such services on behalf of the Authority.
- (e) Determine and purchase all necessary insurance coverage to protect the District and its funds in the delivery of Fire and Life Safety Protection Services by the Authority.
- (f) Determine and collect contributions and/or advances of public funds from the treasuries of Member Agencies or determine the manner and method of donation of personnel, equipment, apparatus or property by one or more of the Member Agencies to the Authority in consideration for participation in the consolidated delivery of fire suppression and emergency medical and rescue services by the Member Agencies of the Authority.
- (g) Deposit all funds received by the Authority in separate bank accounts in the name of the Authority.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, and defense of all claims filed by third parties which allege liability of Member Agencies of the Authority during the period of their membership in and participation in the Authority.
- (j) Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as

they now exist or may hereafter be amended. (k) Purchase liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the Member Agencies and their personnel. (l) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority. (m) Acquire property, equipment, apparatus, and/or materials and supplies by gift, grant, exchange, lease, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all such property, equipment, apparatus, and/or materials and supplies necessary or appropriate to carry out the powers and operations of the Authority. (n) Establish bylaws as well as policies and procedures for the operation and administration of the Authority. (o) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority.

#### **SECTION 9: RESTRICTIONS ON POWER**

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509.

#### **SECTION 10: ADMINISTRATIVE SERVICES**

Pursuant to California Government Code Section 6506, under the direction of the Board of Directors of the Authority, Officers shall be elected pursuant to the Bylaws of the Authority and shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis. Under the direction of the Board of Directors, the Authority may retain the services of administrative or financial professionals to assist in these administrative services.

#### **SECTION 11: BYLAWS**

The Bylaws of the Authority, a copy of which is attached hereto and marked Exhibit A, are hereby incorporated into this Agreement and made a part hereof. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended. The Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

#### **SECTION 12: WITHDRAWAL OR INVOLUNTARY TERMINATION**

Any Member Agency may voluntarily withdraw from membership in the Authority as provided in the Bylaws; or a Member Agency may be involuntarily terminated from membership in the Authority as provided in the Bylaws. Such withdrawal by or involuntary termination of a Member Agency shall not terminate this Agreement as to the remaining Member Agencies or the existence of the Authority. Said withdrawing or terminated Member Agency shall remain subject to any and all outstanding obligations arising out of any agreements to which said withdrawn or

terminated Member Agency is a signatory.

### **SECTION 13: TERMINATION OF AUTHORITY**

The Authority may be terminated at any time upon the agreement of all of the then-participating Member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating Member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

### **SECTION 14: AMENDMENTS**

This Joint Powers Agreement may be amended by an amendment in writing signed by all of the Member Agencies then parties to this Agreement. Upon signature of any amendment by all of the then participating Member Agencies, any Member Agency failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

### **SECTION 15: ENFORCEMENT**

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member Agency which has signed this Agreement, the Member Agency agrees to pay such sums as the court may fix as attorney's fees and costs incurred by the Authority in enforcing this Agreement in said action.

### **SECTION 16: NON-LIABILITY OF MEMBER AGENCIES**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Member Agencies which are parties to the Joint Powers Agreement, unless assumed in a particular case by resolution of the legislative body of a participating Member Agency.

### **SECTION 17: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES**

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee shall be liable for any action taken or omitted by any

other director, officer, administrator, agent, or employee.

**SECTION 18: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES**

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment for Authority pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees, pursuant to the Authority bylaws.

**SECTION 19: MISCELLANEOUS PROVISIONS**

(a) This Agreement shall bind and inure to the successors in interest of the Authority and to the successors in interest of each participating Member Agency in the same manner as if such parties had been expressly named herein.

(b) This Agreement shall be governed by the laws of the State of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

**SECTION 20: EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

\_\_\_\_\_ (Name of Public Agency)

By: \_\_\_\_\_

President

By: \_\_\_\_\_

Secretary

**EXECUTION BY AUTHORITY**

The Authority (the Joint Powers Authority created by this Joint Powers Agreement), hereby executes this Agreement and accepts the Agency named above as a Member Agency in the Authority subject to all the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on \_\_\_\_\_, 2018.

**AUTHORITY**

By: \_\_\_\_\_

Chairman of the Board of Directors

By: \_\_\_\_\_

Secretary of the Board of Directors



**Pacific Gas and Electric Company®**

October 5, 2018

213262

EBBETTS PASS FIRE DIST  
PO BOX 66  
ARNOLD CA 95223-0066

**Urgent Wildfire Safety Work:  
For the safety of your community,  
we are conducting essential  
vegetation and safety inspections  
on or near your property.**

RECEIVED

OCT - 9 2018

EBBETTS PASS FIRE DISTRICT

RE: Urgent Wildfire Safety Work on or Near Your Properties in Extreme Fire-Threat Areas

Dear Valued Customer:

As you may know, this year's wildfire season has been one of the worst on record – and it is not over yet.

**We have experienced more devastating and deadly wildfires, including the state's largest wildfire ever.** Already, more than 1.4 million acres have burned and more than 1,000 homes have been lost. In fact, according to CAL FIRE, the wildfire risk is increasing at an alarming pace, with 2018 wildfire activity on track to exceed 2017 both in number and size.

In response to the recent and dramatically increasing wildfire threat, and to help keep you and your community safe, PG&E is taking **immediate action**. **As part of this effort, PG&E is conducting inspections and urgent wildfire safety work** in extreme fire-threat areas to help further reduce the risk of wildfires. To learn which of your properties are located in an extreme fire-threat (or "Tier 3") area, please see the California Public Utilities Commission's High Fire-Threat District map at [cpuc.ca.gov/FireThreatMaps](http://cpuc.ca.gov/FireThreatMaps).

#### What you can expect

We want our customers to be completely informed about these important and essential wildfire safety actions. Important details you should know include:

- **Our safety inspectors will be in your area, including on or near your property** to determine what vegetation work may be needed.
- In the interest of safety, we will be creating 12 feet of clearance between power lines and trees, including overhanging branches or limbs. This work is critical in helping **reduce the risk of vegetation coming into contact with lines**.
- To better protect you and your community, it may also be necessary for us to trim or remove dead or dying trees, or certain species of trees, that may be farther than 12 feet away and are at increased risk of falling into the lines.
- We will **mark any trees that need to be addressed and contact you**. If we can't get in touch with you, we will leave a door hanger that identifies the work to be performed with a phone number that you can call with any questions or to coordinate access issues.
- Please know that there will be no direct cost to you for this safety work. We plan to begin **wood debris removal within a few weeks after completion of the safety work**, unless you notify us that you would like to keep it.
- If you have any questions, you can call us at **1-877-295-4949** or email us at [wildfiresafety@pge.com](mailto:wildfiresafety@pge.com).

#### Working together to reduce the risk of wildfires

You can also help reduce the risk of future wildfires by maintaining defensible space around your business and property. Regularly trim bushes and trees, remove any dry or dead vegetation, and be sure there is safe space between all trees and plants. Visit [readyforwildfire.org](http://readyforwildfire.org) to learn more.

We look forward to working together to help improve safety and reduce the threat of wildfires.

Sincerely,

PG&E Community Wildfire Safety Team

→ Para ayuda en español por favor llame al: **1-866-743-6589**  
→ 要用粵語/國語請求協助, 請致電: **1-800-893-9555**  
→ Để được giúp đỡ bằng tiếng Việt, xin gọi: **1-800-298-8438**