

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Fire and Emergency Services Committee
Tuesday, August 2, 2022
5:30 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive
Cameron Park, CA 95682

HYBRID TELECONFERENCE TEAMS MEETING LINK

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjZhMTlwNTgtNTc1NC00YjYxLWFjYWQtNjVkYTMwZjYwYTg2%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d

Agenda

Members: Chair, Director Eric Aiston (EA) & Vice Chair, Director Sidney Bazett (SB)
Alternate, Director Felicity Wood Carlson (FC)

Staff: General Manager André Pichly, Chief Dusty Martin

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Fire & Emergency Services Committee Meeting – June 7, 2022

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

2. General Business

- a. Building Department MOU Template (D. Martin) – Review, Discuss, and Forward to the Board
- b. Update regarding Advanced Life Support JPA Agreement (D. Martin) – Review, Discuss, and Forward to the Board
- c. Addendum to the Agreement for Mutual Aid Fire Protection (D. Martin) – Review, Discuss, and Forward to the Board
- d. Station 88 discussion (D. Martin) – Information only / not an action item / no staff report

3. Staff Updates

- a. Fire Department Report – May 2022 (J. Agustin) – Information only / Not an action item
- b. Fire Department Report – July/August 2022 (J. Agustin) – Information only / Not an action item

4. Items for Future Committee Agendas

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT



Fire and Emergency Services Committee
Tuesday, June 7, 2022
5:30 p.m.

Cameron Park Community Center – Social Room
2502 Country Club Drive
Cameron Park, CA 95682

Conformed Agenda

Members: Chair, Director Eric Aiston (EA) & Vice Chair, Director Sidney Bazett (SB)
Alternate, Director Felicity Wood Carlson (FC)

Staff: General Manager André Pichly, Chief Dustin Martin

CALL TO ORDER: 5:32 PM

ROLL CALL: Present – Director Aiston; Director Bazett

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA: Motion to approve made by Bazett; 2nd by Aiston; unanimous, motion passes.

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Fire & Emergency Services Committee Meeting – April 5, 2022: Motion to approve made by Bazett; 2nd by Aiston; unanimous, motion passes. Note - Director Aiston expressed appreciation for the conformed agenda including more notes of the discussions.

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

2. General Business

- a. Introduction of Chief Dustin “Dusty” Martin as Cameron Park Fire Department’s new Fire Chief (A. Pichly) – the General Manager introduced Chief Dusty Martin to the committee. Chief Martin spoke to the committee about his professional history and experiences, including his experiences as a fire fighter/paramedic in Cameron Park. Director Aiston recognized Chief Moranz for the good work she has done over the years for the Cameron Park Fire Department.

3. Staff Updates

- a. Fire Department Report (J. Agustin): Battalion Chief Richards presented the report as written on behalf of Battalion Chief Agustin. Director Aiston requested that the incident report for March 30 through April 25 be included with a future report so there is no gap in data as it can be used in other meetings.

4. Items for Future Committee Agendas

- a. First Responder Fee Ordinance and Hardship Waiver
 - Will draft ordinance language with El Dorado Fire District (programs a mirroring)
 - Roll the program out at the same time
 - Messaging to be consistent
 - Chief Martin to follow-up with Chief Cordero regarding timeframe
- b. Request that point-of-contacts for Greater Cameron Park Fire Wise Community and Fire Safe Council be asked to make presentations for future Committee or full Board meetings

5. Items to take to the Board of Directors: Director Aiston Requested that Chief Martin attend the July Board of Directors meeting to be introduced to the full Board.

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF: Director Aiston asked about the visit to the Training Tower and wanted to know if it would be a site visit or a dedication. Pichly indicated that it should take place after Director Wood Carlson is back from her vacation. Pichly will work with the Fire Chief to get the visit scheduled and a program developed.

Director Aiston also requested that the weed abatement program remain as a discussion piece. Pichly informed the Committee that the full Board will have a special meeting on June 22nd about the weed abatement program.

ADJOURNMENT: Motion made by Bazett; 2nd by Aiston. Meeting adjourned by Aiston at 6:10 PM



Agenda Transmittal

DATE: August 2, 2022

FROM: Dusty Martin, Fire Chief

AGENDA ITEM #2A: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CAMERON PARK FIRE DEPARTMENT AND EL DORADO COUNTY BUILDING DEPARTMENT**

RECOMMENDED ACTION: **Review, Discuss and Forward to the Board**

Discussion

A Memorandum Of Understanding (MOU) is needed with El Dorado County to formally document the current practice that has been going on for some time. An MOU would document the responsibilities of the building department and the fire department.

Attachments:

2.A.1 – Memorandum Of Understanding between Cameron Park Fire Department and El Dorado County Building Department

Memorandum of Understanding
Between the
County of El Dorado and the Cameron Park Fire Department
Regarding the
Delegation of Enforcement of Certain Fire and Panic Safety Provisions
Found in the 2019 California Building Standards Code

I. Purpose

California Health and Safety Code Section 13146 requires the responsibility for enforcement of building standards adopted by the State Fire Marshal related to fire and panic safety in R-3 dwellings, as described in Section 310.4 of Part 2 of the California Code of Regulations Title 24, to be delegated to either the chief of the fire authority or the chief building official of the county. The purpose of this Memorandum of Understanding (MOU) is to define those responsibilities, as described in El Dorado County Resolution No. 038-2020 of the Board of Supervisors of the County of El Dorado, where they pertain to R-3 dwellings located in the jurisdiction of both the County of El Dorado and the Cameron Park Fire Department and known collectively as “parties” to this agreement.

II. Scope

This MOU applies to the delegation of enforcement related to those fire and panic safety provisions for R-3 dwellings as found in California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 2 and Title 24, Parts 1 through 12.

III. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- a. The COUNTY OF EL DORADO *Chief Building Official*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of the Cameron Park Fire Department.

	T14 Fire Safe ⁱ	T24 CA Building Standards Code ⁱⁱ			
		Part 2 ⁱⁱⁱ	Part 2.5 ^{iv}	Part 5 ^v	Part 9 ^{vi}
Occupancy Classification and Use	NA	302	NA	NA	202
Means of Egress	NA	Ch. 10	R311	NA	Ch. 10
Emergency Escape/Rescue Windows	NA	1030	R310	NA	1030
Dwelling/Garage Fire Separation	NA	406.3	R302.6	NA	NA
Fire Protection of Floors-Walls-Roof	NA	704 /706	R302.11	NA	NA
Draft Stopping/Fireblocking	NA	708.4.2	R302	NA	NA
Exterior Wildfire Exposure Const.	NA	701A	R337	NA	4905
Roof Coverings	NA	1507	R905	NA	4905
Solar Photovoltaic Power Systems	NA	3111	R324	NA	1204
Smoke Alarms/Carbon Monoxide Alarms	NA	907/915	R314	NA	915/1103
Automatic Fire Sprinkler Systems	NA	903.2.8	R313	612	903.2.8
Manufactured Home Automatic Sprinkler System Water Supply ^{viii}	NA	NA	R313.3.5	NA	507

- b. The Cameron Park Fire Department *Fire Chief*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of the Cameron Park Fire Department.

Fire & Panic Provision	T14 Fire Safe	T24 CA Building Standards Code			
		Part 2	Part 2.5	Part 5	Part 9
Address Identification	1274	502.1	R319.1	NA	505.1
Fire Apparatus Access Roads	1273	NA	NA	NA	503
Fire Access to Buildings and Roofs	NA	NA	NA	NA	316.4
Fire Protection Water Supplies	1275	NA	NA	NA	507
Liquid Petroleum Gas Systems ^{vii} Underground Tank Installations	NA	NA	NA	Ch. 12	Ch. 61
Vegetation Management Compliance	1276	701A.5	R337.1.5	NA	4906

- c. Both parties agree to enforce all applicable local fire and panic safety codes and ordinances related to R-3 dwellings during the course of their enforcement activities.
- d. Both parties agree that when a new or substantially revised fire and panic safety provision related to R-3 dwellings is identified in writing by either party, or the State Fire Marshal, during the term of this MOU that the parties shall as soon as practical meet and develop interim guidance for the enforcement of that provision until such time that an MOU amendment can be agreed on.
- e. Both parties agree that all appeals of orders, decisions or determinations of provisions found in this MOU shall be made utilizing the applicable Board of Appeal provisions described in California Code of Regulations Title 24, Part 2 or Part 9.

IV. Reporting Requirements

Parties agree to utilize the County of El Dorado's current permit tracking program to record the status of all related plan review/inspections performed as part of a R-3 dwelling construction project.

V. Amendments

This MOU shall be in force upon the signature of authorized representatives from both parties, may be amended by mutual consent of the parties, and shall remain in effect until terminated under Section VII. At the conclusion of the triennial code adoption process for the regulations identified in Section II, the parties anticipate that amendments may be appropriate and, upon such a request by either party, the parties agree to meet and consider any proposed amendments in good faith.

VI. Limits

This MOU pertains to items associated with the enforcement of fire and panic safety provisions for R-3 dwellings as described in the California Building Standards Code only. This MOU does not pertain to all other occupancy types or subjects found in this code.

VII. Termination of MOU

Each party shall have the right to terminate the MOU by giving 60 days written notice in writing to the other party at any time. If the MOU is terminated by either party, steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress. Any such notice or any other written notice provided under this MOU shall be in writing and served by depositing the same in the United States Post Office, postage prepaid, and addressed as follows:

FOR COUNTY:

Don Ashton
Chief Administrative Officer or successor
330 Fair Lane
Placerville, CA 95667

with a copy to:

Chief Building Official
County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, CA 95667

FOR FIRE DISTRICT:

Cameron Park Fire Department
3200 Country Club Dr
Cameron Park, CA 95682

VIII. Costs and Liability

Both parties agree that this MOU does not provide for remuneration for the enforcement responsibilities allocated herein. Consistent with Health and Safety Code section 13146(b), each party may establish its own applicant fees to recover the reasonable costs of providing a service under this MOU, but neither party will seek to recover such costs from the other. Each party shall remain responsible for its own acts or omissions in carrying out the enforcement responsibilities allocated herein.

IX. Approvals

The terms and conditions of this MOU are executed by the representatives whose signatures appear below on behalf of their respective agencies. The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind said parties to obligations set forth herein.

County of El Dorado

Cameron Park Fire Department

Don Ashton

Date

Mike Blankenheim, Fire Chief

Date

Chief Administrative Officer

End Notes

ⁱ T14 refers to California Code of Regulations Title 14 Natural Resources Division 1.5 Department of Forestry Chapter 7 - Fire Protection Subchapter 2 SRA Fire Safe Regulations), 2020 edition.

ⁱⁱ Columns below describe the relevant code section where this topic is found. Additional sections of the code may also describe the topic but are not listed here for use in interpreting this MOU.

ⁱⁱⁱ Part 2 refers to the California Building Code, 2019 edition.

^{iv} Part 2.5 refers to the California Residential Code, 2019 edition.

^v Part 5 refers to the California Plumbing Code, 2019 edition.

^{vi} Part 9 refers to the California Fire Code, 2019 edition.

^{vii} Includes LPG Storage Tank and all external piping to the building.

^{viii} The Fire Authority shall be responsible for Automatic Sprinkler System plan review, and shall provide the following information to the Building Department: size of pipe, length of run from the meter to the connection, elevation changes, and pressure required.



Agenda Transmittal

DATE: August 2, 2022

FROM: Dusty Martin, Fire Chief

AGENDA ITEM #2B: **ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT**

RECOMMENDED ACTION: **Review, Discuss and Forward to the Board**

Discussion

This is an agreement between the El Dorado County JPA and Cameron Park Fire Department to provide medic unit staffing. This is a reoccurring agreement.

Attachment:

2.B.1 – Advanced Life Support Ambulance Agreement



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT

This Agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "**JPA**"); and the Cal Fire/Cameron Park Fire Department (hereinafter referred to as "**Contractor**"), whose principal place of business is 3200 Country Club Drive, Cameron Park, CA 95682.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1-DEFINITIONS

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

SECTION 2-SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

SECTION 3-SERVICE STANDARDS

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

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

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

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

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

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

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

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

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

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

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

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

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

4.2 Dedicated Standby Ambulance Service

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

SECTION 5-PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

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

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

SECTION 7-TRAINING & EDUCATION

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

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

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

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

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

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

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

SECTION 8- QUALITY ASSURANCE

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

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

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

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

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

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

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

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

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

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

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

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

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

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

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

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

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

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

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

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

SECTION 11- REPORTS & POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12: COMPETITION

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

SECTION 13- BILLING FOR SERVICES

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

SECTION 14- COMPENSATION

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

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

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

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

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

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

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

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

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

SECTION 15- CHANGES

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

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

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

SECTION 16- INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

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

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

SECTION 18- INDEMNITY

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

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

SECTION 19- INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 20- INTEREST OF PUBLIC OFFICIAL

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

SECTION 21- INTEREST OF CONTRACTOR

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

SECTION 22- VENUE

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

SECTION 23- ADMINISTRATION

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

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

Cal Fire/Cameron Park Fire
3200 Country Club Drive
Cameron Park, CA 95682
(530) 677-6190
Attn: Fire Chief

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

SECTION 24- DISPUTES

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

SECTION 25- FORCE MAJEURE

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

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

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

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

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

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

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

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

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

SECTION 26- TERM

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

SECTION 27-PRIOR AGREEMENTS SUPERSEDED

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

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

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

Date _____

Assistant Chief Dustin Martin
Cal Fire/Cameron Park Fire Department

Date _____

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/ CAMERON PARK FIRE DEPARTMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

4. PHI Access, Amendment and Disclosure Accounting.

The **Business Associate** agrees to:

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

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

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

7. Amendment to Indemnity.

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

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

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

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAL FIRE/CAMERON PARK FIRE DEPARTMENT

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

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

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

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

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



*Cameron Park
Community Services District*

Agenda Transmittal

DATE: August 2, 2022

FROM: Dusty Martin, Fire Chief

AGENDA ITEM #2C: **ADDENDUM TO THE AGREEMENT FOR MUTUAL AID FIRE PROTECTION**

RECOMMENDED ACTION: **Review, Discuss and Forward to the Board**

Discussion

This addendum to the agreement is between CALFIRE Amador El Dorado Unit and Cameron Park Fire Department. This is the mechanism for CALFIRE to rent Cameron Park Fire Department Equipment. This is an annual agreement.

Attachment:

2.C.1 – Addendum to Mutual Aid Agreement

Addendum to the Agreement for Mutual Aid Fire Protection

**CAL FIRE
Amador-El Dorado Unit
and
Cameron Park CSD Fire Department
2022 LOCAL OPERATING PLAN**

**MIKE BLANKENHEIM
UNIT CHIEF**

1. IDENTIFICATION

This Operating Plan is an addendum to the Agreement for Mutual Aid Fire Protection by and between CAL FIRE Amador - El Dorado Unit hereinafter called AEU, and the Cameron Park CSD Fire Department, hereinafter called LOCAL AGENCY, through its duly appointed officers.

2. AUTHORITY

This Annual Operating Plan (AOP) is authorized by CA Health and Safety Code Section 13863 and CAL FIRE Handbook Section 8515.

3. PURPOSE

This document provides operational and administrative guidelines for AEU and the LOCAL AGENCY in providing Mutual Aid. Additionally, this document addresses Assistance by Hire resources within AEU by:

- A. Defining the parameters for reimbursement of local government fire personnel and apparatus for incidents within the purview of AEU, including exclusions and exceptions
- B. Establishing the procedure for payment of local fire agency equipment and personnel
- C. Providing a point of contact for payment issues on incidents within AEU.

This agreement does not include resource or overhead orders placed under the California Fire Assistance Agreement (CFAA).

4. DEFINITIONS

A. AGENCY REPRESENTATIVE

An Agency Representative is an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident. The Agency Representative is not on direct tactical assignment, but is there to assist in coordination efforts

B. ASSISTING AGENCY

An agency directly contributing tactical or service resources to another agency.

C. ASSISTANCE BY HIRE

Assistance by hire is the provision of fire suppression resources, by one agency to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be recorded by the single ordering point.

D. COOPERATING AGENCY:

An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., American Red Cross, telephone company, etc.).

E. LOCAL RESPONSIBILITY AREA (LRA)

Lands on which neither the State nor the Federal Government has any legal responsibility for providing fire protection.

F. MUTUAL AID

Mutual aid is a reciprocal agreement between two or more fire agencies wherein each agrees to assist the other under certain conditions without cost to the requesting agency. Providing mutual aid is permissible on the part of the responding agency, based on its ability at the time the aid is requested.

The purpose of mutual aid is to ensure rapid attack strength via the nearest available forces regardless of source or agency in the interest of economy, to avoid duplication, and to minimize the number of large fires, and because no agency can afford an organization that will meet all needs.

G. MUTUAL AID AGREEMENT:

Written agreement between agencies and/or jurisdictions in which they agree to assist one another with like resources and without cost. The mutual aid period, as defined by this agreement, shall extend **six hours** from time of request for fire apparatus, **two hours** for water tenders, and **12 hours** for overhead personnel. Eligible resources utilized beyond the mutual aid period will become assistance by hire retroactive to the time of the request.

H. MUTUAL DISPATCH AREAS (MDAs)

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched. All resources in the initial attack dispatch will be Mutual Aid.

I. STATE RESPONSIBILITY AREA (SRA)

The California Board of Forestry and Fire Protection classify areas in which the primary financial responsibility for preventing and suppressing fires is that of the State. CAL FIRE has SRA responsibility for the protection of over 31 million acres of California's privately-owned wildlands.

J. UNIFIED COMMAND

Unified Command is an authority structure in which the role of incident commander is shared by two or more individuals, each already having authority in a different responding agency. Unified command is one way to carry out command in which responding agencies and/or jurisdictions

with responsibility for the incident share incident management, by establishing a common set of incident objectives and strategies.

5. GENERAL PROVISIONS

A. ANNUAL OPERATING PLAN (AOP)

The parties to this agreement will meet annually, prior to summer preparedness levels, to review the AOP. The AOP will include protection area maps for all parties, lists of principal personnel, updated contact information, and the current year Radio Call Plan as issued by the AEU Emergency Command Center (Attachment 1).

B. JURISDICTIONAL RESPONSIBILITIES

The LOCAL AGENCY has primary responsibility for the protection of life and improvements. CAL FIRE has the statutory responsibility for the prevention, suppression, and investigation of wildland fires on lands deemed SRA.

C. NOTIFICATIONS

Each party will notify the other party of fires burning in or on or threatening lands or property for which the other party has protection responsibility.

D. COMMUNICATIONS

RADIO – communications shall be according to the current year Radio Call Plan as issued by the AEU ECC.

CORRESPONDENCE – via USPS or common carrier shall be to the following addresses for each of the parties:

CAL FIRE - AEU	Cameron Park CSD Fire Department
2840 Mt. Danaher Rd.	3200 Country Club Dr.
Camino, CA 95709	Cameron Park, CA. 95682

TELEPHONE – Please refer to attached contact lists (Attachment 2) for agency personnel or functions.

EMAIL -- Please refer to attached contact lists (Attachment 2) for agency personnel or functions

E. CAUSE AND ORIGIN DETERMINATION AND PRESERVATION OF EVIDENCE

Parties will demonstrate diligence in protecting the point and/or area of origin of a fire and any and all evidence or potential evidence which may pertain to fire cause. The CAL FIRE Incident Commander or Prevention Bureau has the primary responsibility for origin and cause

determination on a SRA incident. CAL FIRE welcomes the assistance of the local fire agency but will maintain primary investigatory responsibility.

F. TRAINING

Parties will advise and attempt to share training opportunities with one another as they apply to each party's mission to further foster good working relations and effectiveness.

G. PRESCRIBED FIRE AND FUELS MANAGEMENT

Parties will advise one another of planned prescribed fire or other fuels management within their respective jurisdictions.

H. MODIFICATIONS TO AOP

Any changes, agreed upon during the annual review will result in a letter from CAL FIRE to the LOCAL AGENCY memorializing that agreement and any changes therein. A copy of the letter will be retained in the official agreement file at AEU.

I. DURATION OF AGREEMENT

This Annual Operating Plan will be renewed and updated each year. Both parties retain the right to terminate their participation by providing 15 days written notice to the other party.

6. OPERATING PROCEDURES

A. DISPATCH

Please refer to the AEU Radio Call Plan for the current year as issued by the AEU ECC (See Attachment 1).

B. INCIDENT COMMAND

VEGETATION FIRES ON SRA

1) CAL FIRE has statutory responsibility for managing vegetation fires in the area defined as State Responsibility Area (SRA) regardless of local fire agency boundaries.

2) When a local fire agency Company Officer or Chief Officer is first on scene they will normally assume the position of Incident Commander.

3) The first CAL FIRE Company Officer or Chief Officer will contact the IC and determine if a change of command is appropriate. If a change is made, the ECC will be notified and an announcement will be made on the Command and Tactical frequencies.

4) When appropriate, a Unified Command or any other organization that is best suited to contain and control the fire will be used. CAL FIRE will continue to have primary responsibility for the fire and expenditures against the Emergency Fund.

5) The Incident Commander (IC) will be responsible for the report on conditions, resource ordering, deployment of resources, resource accountability, communication on the command and tactical frequencies, and the establishment of an incident command post (ICP).

NON-VEGETATION INCIDENTS OR LRA FIRES

- 1) The local fire agency has primary responsibility for these incidents.
- 2) If a CAL FIRE Company Officer or Chief Officer is first on scene they will normally assume the Incident Command responsibility.
- 3) The first local fire agency Company Officer or Chief Officer on scene will contact the IC and determine if a change of command is appropriate. If a change is made, the ECC will be notified and an announcement will be made on the Command and Tactical frequencies.
- 4) When appropriate, a Unified Command or any other organization that is best suited to mitigate the emergency will be used. The responsible local fire agency (AHJ) will continue to have primary responsibility for the incident.
- 5) The Incident Commander (IC) will be responsible for the report on conditions, resource ordering, deployment of resources, resource accountability, communication on the command and tactical frequencies, and the establishment of an incident command post (ICP).

C. EQUIPMENT ACCOUNTABILITY

Due to operational need, there may be occasions when local government resources will be asked to leave their equipment upon release from an incident. If equipment is left at an incident it will be documented on an Incident Replacement Requisition Form FC-315 (see Exhibit A).

The information that is most critical on the form is:

- 1) Incident number and name;
- 2) Unit name (i.e. Engine 85);
- 3) Authorization must be from a CAL FIRE officer (DIVS, OSC or IC)
- 4) Date/Time;
- 5) Quantity and item description (i.e. 5-100' lengths of 1 ½" hose, etc.).

A copy should be retained by the I.C. and the resource leaving the equipment.

Each respective district is encouraged to mark their equipment so CAL FIRE can return the exact equipment which was left on the incident. As an example, if a district leaves new hose on an incident, and it is not marked, they may not get new hose returned to them. CAL FIRE expects that non-traditional wildland suppression equipment not be left at an incident unless specifically requested by the IC or designee.

D. CAL FIRE PAYMENT FOR LOCAL FIRE AGENCIES – RESOURCES AND PERSONNEL

GENERAL PROVISIONS

1. All fuel, lubricants, normal wear and tear will be the owning agencies' responsibility.
2. All assistance beyond the specified mutual aid period will be assistance by hire and will be reimbursed RETROACTIVELY for the full period from the time of initial dispatch until return to quarters. Reimbursement for Emergency Apparatus refurbishment and rehab may be approved by the Incident Commander, up to a maximum of 2 hours, as appropriate.
3. CAL FIRE will normally pay for one Company Officer and two Firefighters per engine unless ordered differently. During initial attack local staffing standards may be only one Company Officer and one Firefighter; this is the minimum staffing level CAL FIRE will pay for. CAL FIRE will pay the actual staffing level on the assigned apparatus, from two to four persons.
4. CAL FIRE will pay for the actual staffing level on assigned water tenders, up to two persons.
5. Emergency apparatus shall meet minimum FIRESCOPE ICS type standards, when applicable and shall be outfitted with the minimum ICS complement.
6. CAL FIRE cannot hire equipment which was received through the Federal Excess program or from Cal OES. CAL FIRE can pay for staffing of these apparatus.
7. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by the most current version of the rules found in California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq
8. Personnel and apparatus time calculations are as follows:
 - Apparatus
 - Cal OES rates are used and there is a 16-hour maximum allowable charge per 24-hour period from time of dispatch
 - Personnel
 - Personnel time will be reimbursed at the Cal OES rate
 - If an agency has an approved Salary Survey on file with Cal OES, then those rates will be used. The Salary Survey must be on file prior to hire.
9. By providing personnel, apparatus, and equipment, the LOCAL AGENCY attests to their safety, training, competency, complement, and general readiness. Personnel filling engine company or tactical water tender positions shall be certified at the appropriate

level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Personnel filling overhead positions shall meet the training and experience requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or CICCS).

E. PARAMETERS FOR REIMBURSEMENT

1. Move up and cover assignments behind CAL FIRE resources.
 - Meals will normally be provided using normal station provisions unless otherwise specified by a CAL FIRE officer.
 - Replacement fuel will be provided as needed.
2. Resources assigned to specific preplanned operations in the Unit such as lightning plans and special staffing plans.
3. Water tenders used on an incident or for coverage beyond the **2 hour** mutual aid period.
4. Engines used on an incident or for coverage beyond the **6 hour** mutual aid period.
5. Overhead working beyond the **12 hour** mutual aid period when requested by the IC.
6. Resources requested to respond outside the boundaries of the mutual aid agreement (normally outside the Unit).
7. Local resources being used in lieu of CAL FIRE resources due to draw-down or other operational deficiencies.
8. **Local Government Resources used beyond a 12 hour period for planned need should be converted over to CFAA and a Cal OES Agency Representative should be requested.**

F. Exclusions

CAL FIRE will **NOT** normally pay for resources and overhead from the local agency having jurisdiction (AHJ) when used on fires within their district performing their primary responsibilities of protecting life and property.

EXCEPTIONS:

When local resources and overhead are being used in lieu of CAL FIRE resources due to operational deficiencies (draw-down, etc.), assistance by hire may be considered. This agreement will be mutually established by the CAL FIRE Incident Commander and the local fire department agency administrator, and documented on the Shift Ticket.

District owned water tenders may become assistance by hire if they are used in lieu of the rental of private equipment. All provisions for such use will be made between the CAL FIRE Incident Commander and the local fire department agency administrator.

7. PAYMENT PROCEDURE

A. Local Fire Agency:

- 1) Be sure a current copy of your agency's Cal OES Salary Survey is on file with the CAL FIRE Administrative Officer at Camino (prior to the hiring of apparatus or personnel) if you are requesting rates other than the base Cal OES Rates.
- 2) Prior to release from an incident the Local Agency equipment/personnel shall obtain a Shift Ticket (CAL FIRE 297) (Exhibit B) signed by the IC or CAL FIRE Officer.
- 3) Supply a copy of the incident FC-34 with the resource's activity highlighted (particularly the start and end times of the resource's assignment).
- 4) Supply a completed CAL FIRE-20 Contractor Certification Clauses for Service (Exhibit D) to the invoice. Only one copy is needed for each season.
- 5) Supply the above documentation to the local CAL FIRE Battalion Chief. CAL FIRE will generate the Local Government Activity Invoice package for review and signature.
- 6) Please make a copy for your records.
- 7) Submit the signed invoice and all required attachments to the CAL FIRE Unit Headquarters at Camino **within 45 days of completion of the assignment.**

Payment normally takes sixty (60) days after receipt of invoice.

If you have any questions, contact the Administrative Assistant Chief (530) 708-2702.

- Exhibit A:** FC-315 Incident Replacement Requisition
- Exhibit B:** CAL FIRE 297 Shift Ticket
- Exhibit C:** AEU/Local Government Activity Invoice
- Exhibit D:** CAL FIRE-20 Contractor Certification Clauses for Services
- Attachment 1:** AEU Radio Call Plan (current year)
- Attachment 2:** CAL FIRE Personnel Roster and Contacts List

California Department of Forestry
And Fire Protection - AEU

Cameron Park CSD Fire Department

Mike Blankenheim
Unit Chief

Date

André Pichly
General Manager

Date



Agenda Transmittal

DATE: August 2, 2022

FROM: Dusty Martin, Fire Chief

AGENDA ITEM #2D: STATION 88 DISCUSSION

RECOMMENDED ACTION: **Discussion**

Discussion:

Now that I am the Fire Chief for the Cameron Park Fire Department, I would like to discuss the current status of Fire Station 88 addition and options moving forward. While this topic is not new to me, I would benefit from hearing the thoughts of the Committee regarding Station 88 and would appreciate the opportunity to share my insight.

Attachment:

None.



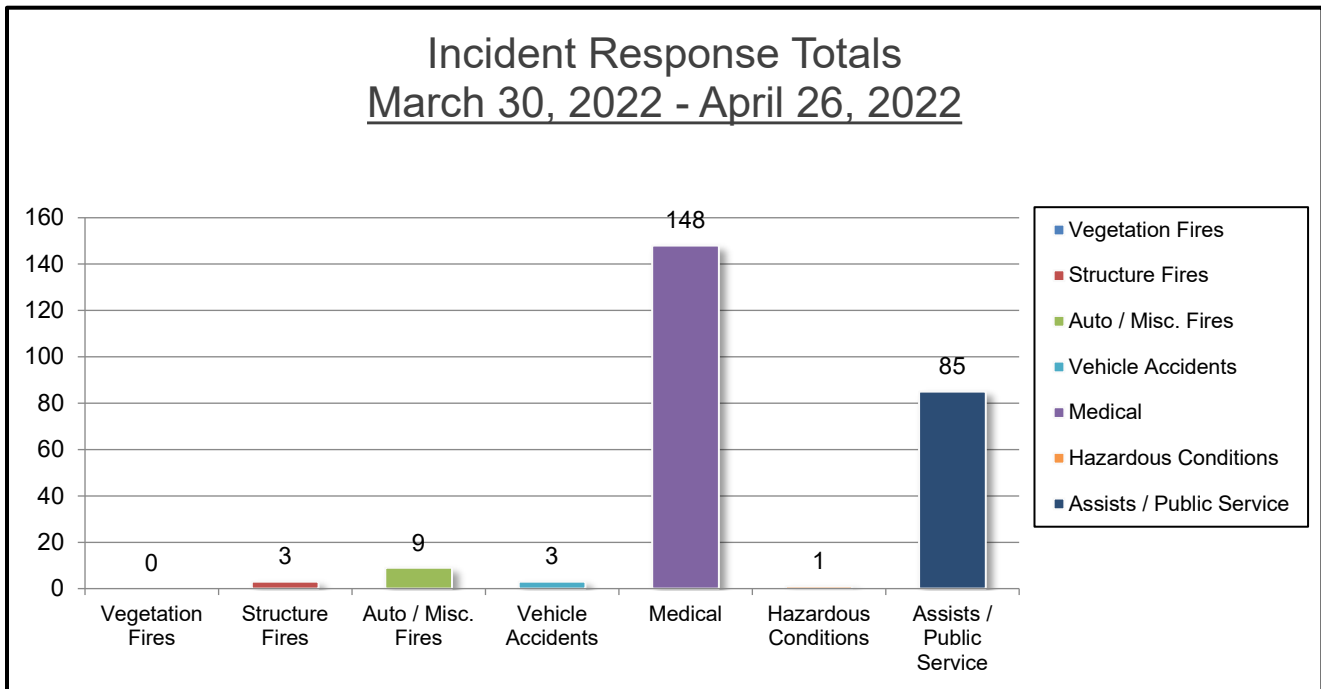
Cameron Park
Community Services District



Agenda Transmittal

Date: August 2, 2022
From: Josh Agustin, Battalion Chief
Agenda Item #3A: Fire Department Report
Recommended Action: Receive and File

Cameron Park Fire Department Incident Totals



Total Incident Count Comparatives:

Monthly	March 2022	April 2022	Increase
		221	232
Yearly	April 2021	April 2022	Decrease
		237	232
YTD	YTD 2021	YTD 2022	Increase
		1,015	1,069

Cameron Park Fire Department Operations and Administration Report

Structure fire on 4/13 Off Oxford Ct. Crews did a great job E-88 M-89 were out driving and saw the smoke and responded to the incident prior to dispatch, both were first at scene, E-89 and myself responded from station 89. Upon arrival the fire had already vented through the roof and was threatening exposures. Crews made a quick knockdown. All crews and agencies did a great job. Assisting agencies, EDH, and Eldorado County Fire.

No positive COVID in the month of April.



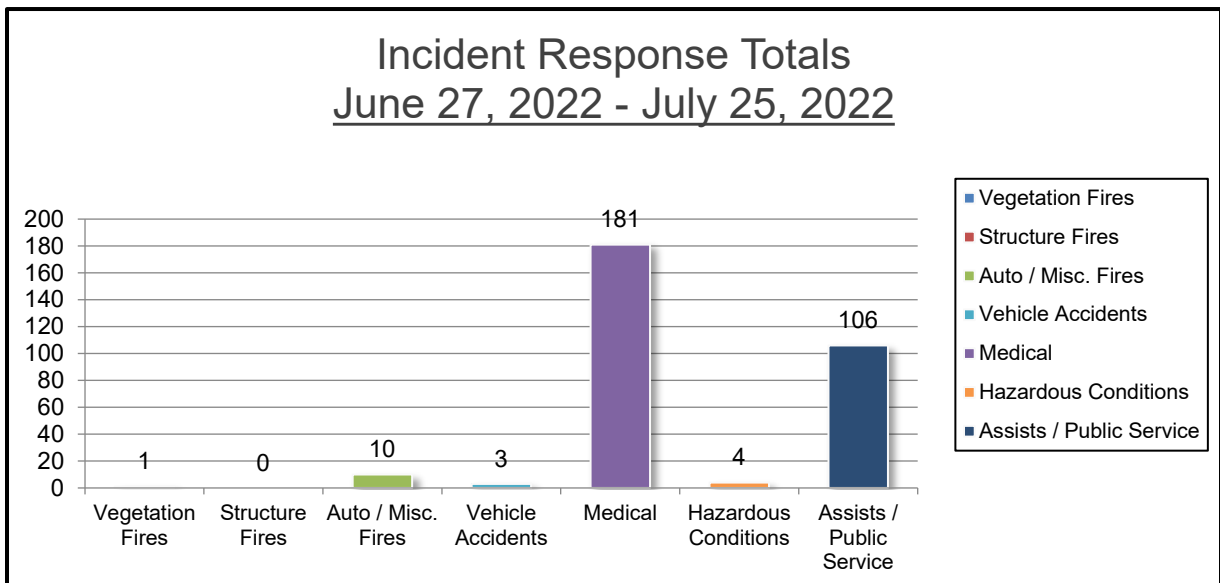
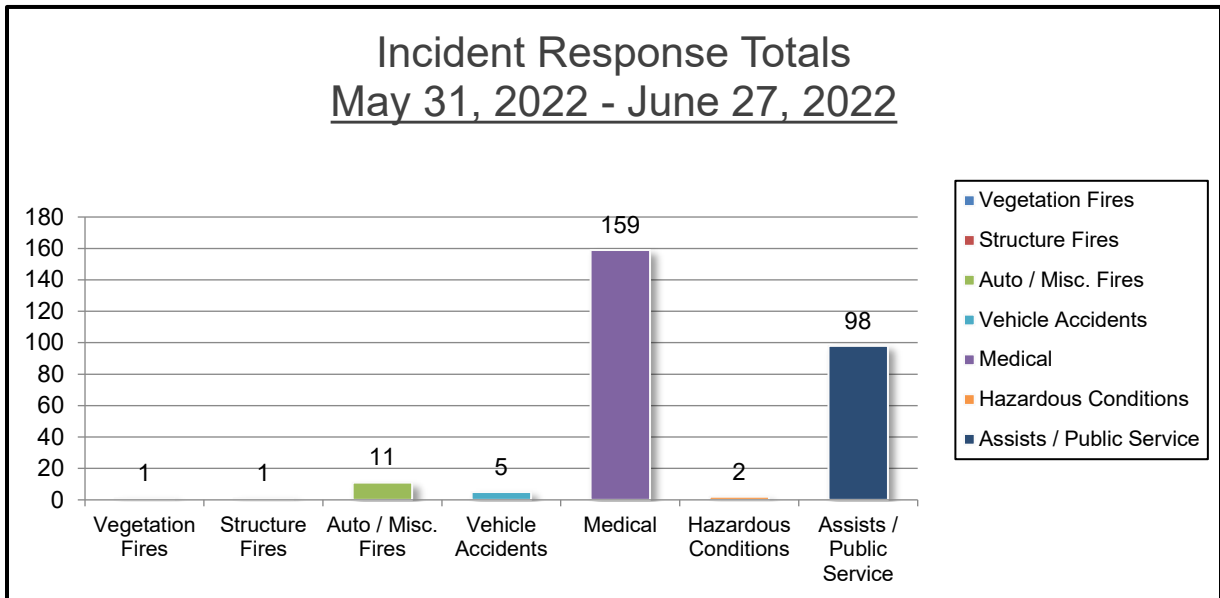
Cameron Park
Community Services District



Agenda Transmittal

Date: August 2, 2022
From: Josh Agustin, Battalion Chief
Agenda Item #3B: Fire Department Report
Recommended Action: Receive and File

Cameron Park Fire Department Incident Totals



Total Incident Count Comparatives:

Monthly	May 2022	June 2022	Increase
	250	261	4.4%
Yearly	June 2021	June 2022	Increase
	254	261	2.75%
YTD	YTD 2021	YTD 2022	Increase
	1,599	1,617	1.3%

Monthly	June 2022	July 2022	Increase
	251	268	6.8%
Yearly	July 2021	July 2022	Increase
	222	268	20.7%
YTD	YTD 2021	YTD 2022	Increase
	1,839	1,919	4.3%

Response Statistics – 7 Medic Units

Total Response by Medic Unit: July 1-7, 2022

Total Response by Medic Unit (includes Move-Ups)							
M17	M19	M25	M28	M49	M61	M85	M89
71	65	78	74	1	55	53	82
Total Incident Response by Medic Unit							
32	35	60	58	1	31	53	72
Total Transport Response by Medic Unit							
23	21	48	31	1	13	35	39

Total Response by Medic Unit: July 8-14, 2022

Total Response by Medic Unit (includes Move-Ups)							
M17	M19	M25	M28	M49	M61	M85	M89
69	71	87	91	0	64	74	89
Total Incident Response by Medic Unit							
34	37	73	67	0	34	72	80
Total Transport Response by Medic Unit							
22	21	48	50	0	17	43	49

Total Response by Medic Unit: July 15-21, 2022

Total Response by Medic Unit (includes Move-Ups)							
M17	M19	M25	M28	M49	M61	M85	M89
73	69	84	79	0	41	65	80
Total Incident Response by Medic Unit							
41	39	74	59	0	17	60	67
Total Transport Response by Medic Unit							
23	27	45	33	0	9	37	37

Cameron Park Fire Department Operations and Administration Report

- Residential structure fire 3027 Pasada Rd Cameron Park. On arrival B2705 and E89 found a single-story, single-family residence well to fully involved with fire. Neighbors gave reports of a possible person inside. The structure was not tenable with fire. The incident resources conducted an aggressive defensive transitional to modified interior attack. During extinguishment, one deceased victim was located in the structure. The structure was successfully extinguished and there were no reports of any injuries. Pasada Incident resources: B2705, B2711, B2720, E89, E88, M89, E2751, E2771, E28, E383, E86, and Air84. Prevention 2720, EDC Arson Task Force, and EDSO investigated the incident.
- Vegetation fire 3140 Green Valley and Winterhaven Dr. Station 88's response area approximately 1 acre of grass was burned. Battalion 2711 was the on-duty Battalion Chief E88, E89, E383, E2751, E 2762, E2771, E2771, E2782, Dozer 2741, Placerville crew 2 and Prevention 2721 responded. During the investigation CAL FIRE prevention had a confession from a juvenile playing with fire.

- Multi-Family Dwelling Structure fire 2361 Bass Lake road. E88 was first at scene. Fire was isolated to the rear-most master bedroom, smoke and water damage through the rest of that unit and downstairs unit. Engine 88 was first to arrive with Captain Tosti and Engineer Paramedic Weatherby. E88 initiated quick fire attack, primary victim search and established Incident Command. Eldorado Hills FD Chief 8500 arrived a few minutes later to assume Command responsibilities. EDH Engine 86 (Bass Lake Station) arrived next, followed by Rescue FPD E383, Medic 89, Engine 89, EDH E84, ED County FPD E28, EDH Truck 85 in that approximate order. Cal Fire engines 2751 and 2752 were also dispatched. Commercial/Multi Family Structure Fire response calls for 7 fire engines (1 typically a Truck). During summer months, an additional 2 Cal Fire wildland fire engines for vegetation fire exposure risk (or fire assignment relief crews, on the fireground). This fire was quickly extinguished, once additional staffing arrived on scene to assist with fire attack, primary victim search, securing utilities, ventilation and back up fire attack crew. The incident then transitioned to horizontal ventilation, salvage of property and overhaul of hot spots. The incident lasted 4 hours and concluded with tool collection and clean up, integration with property management/maintenance and affected neighboring residents, and assist with Fire Cause Investigation with B2721 (Cal Fire Prevention) and EDSO Deputy (on-scene assisting with our investigation). Cause of the fire was arson. Cal Fire Prevention Officer made an arrest and the subject was booked in to El Dorado County Jail.
- 9-hour Law enforcement standoff @ La Crescenta Drive apartments.
- E388 and E389 Staffed to support Amador Eldorado Unit during drawdown of frontline equipment.
- E89 ALS Intervention save on an overdose Pt.

- Electra fire support; Chief Martin and Battalion Chief Richards, FAE/P Finley. Along with U289, U288, B2705.
- Placerville Crews completed weed abatement around numerous hydrants in the district.
- Cable fire in Camino. B2705, B2715 and E88 responded. 21 acres