



REGULAR MEETING

Budget and Administration Committee

Tuesday, May 2, 2023

6:45 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive

Cameron Park, CA 95682

Microsoft Teams Virtual Meeting Link

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmQ4NDRIN2MtNzc3Ni00ZmU1LTlkNzktMDg1Yjg1ODJlMTA0%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)

[join/19%3ameeting_YmQ4NDRIN2MtNzc3Ni00ZmU1LTlkNzktMDg1Yjg1ODJlMTA0%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](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmQ4NDRIN2MtNzc3Ni00ZmU1LTlkNzktMDg1Yjg1ODJlMTA0%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, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)

Alternate Director Tim Israel (TI)

Staff: André Pichly, General Manager; Christina Greek, Finance Officer

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. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

ADOPTION OF AGENDA

OPEN FORUM

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

APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Committee without discussion with one vote. Any item may be removed from the Consent Agenda by a Committee member or a member of the audience and placed under Department Matters #2 to be discussed and acted upon individually.

- 1. Receive and Approve - Conformed Agendas for Budget & Administration Committee Meetings**
 - a. January 10, 2023
 - b. February 7, 2023
 - c. March 7, 2023
 - d. April 11, 2023

- 2. Receive and File - Check Register Review – April 2023 (A. Pichly)**

DEPARTMENT MATTERS

- 3. Items removed from the Consent Agenda for discussion.**
- 4. El Dorado Disposal Annual Fee Adjustment - Receive, Discuss and Forward to the Board for Public Hearing (A. Pichly)**
- 5. Advanced Life Support Ambulance Agreement between El Dorado County ESA and Cameron Park Community Services District – Receive, Discuss and Forward to the Board (D. Martin)**
- 6. Award of ARPA Funds – Receive and File (D. Martin)**

ITEMS FOR FUTURE COMMITTEE MEETINGS

ITEMS TO TAKE TO THE BOARD OF DIRECTORS

- El Dorado Disposal Annual Fee Adjustment
- ALS Ambulance Agreement

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT



Budget and Administration Committee
Tuesday January 10, 2023
6:45 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_ZDc1NjQ0NDgtZig3OC00MzVjLTkyYjMtZDY1Y2ZkODA0OTZj%40thread.v2/0?context=%7b%22Tid%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46e6ec8ff%22%2c%22Oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d

CONFORMED AGENDA

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)
Alternate Director Tim Israel (TI)
Staff: André Pichly, General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER 6:59 pm

ROLL CALL SB, MS - present

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. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

ADOPTION OF AGENDA Motion by MS, 2nd by SB – approved.

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – none at this time.

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. FY 2022-2023 Mid-year Budget Review (C. Greek) MS made motion to move the mid-year budget review to the Board; 2nd by SB. Approved 2-0.
3. Executech 2022 Managed Service Agreement (C. Greek) MS made motion to forward this to the Board; 2nd by SB. Approved 2-0.
4. 2023 Fee Schedule Adjustments (K. Vickers) MS made motion to bring the Parks & Facilities fees adjustments to the Board with caveat MS believes the park is being undercharged; 2nd by SB. Approved 2-0.
5. 2023 Work Plan Development (A. Pichly) Bring updated version back to committee in February.

Staff Updates

- a. Check Register Review November 2022 (C. Greek)
 - b. Check Register Review December 2022 (C. Greek)
 - c. Finance & Admin Staff Report (C. Greek, oral)
6. **Items for Future Committee Meetings**
- 2023 Work Plan Update
 - Brighton Energy come back with comparison of our saving for solar
 - Review scope and costs for HR services provided by RGS
7. **Items to take to the Board of Directors**
- FY 2022-2023 Mid-year Budget Review
 - Executech 2022 Managed Service
 - 2023 Fee Schedule

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT Motion by MS/2nd by SB. Meeting adjourned at 8:40 pm



Budget and Administration Committee

Special Meeting

Wednesday February 8, 2023

6:30 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_ZDc1NjQ0NDgtZjg3OC00MzVjLTkyYjMtZDY1Y2ZkODA0OTZj%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

Conformed Agenda

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)
Alternate Director Tim Israel (TI)

Staff: André Pichly, General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER 6:39 pm

ROLL CALL MS, SB - present

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ADOPTION OF AGENDA MS motioned to approve the agenda; 2nd by SB. Approved.

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – none

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. Designation of Budget & Administration Committee Chair and Vice Chair (oral, A. Pichly) MS nominates SB for Chair, SB accepted. SB nominated MS for Vice-Chair, MS accepted. Chair and Vice-Chair selected.
3. 2023 Work Plan (A. Pichly)
 - MS would like to the cost allocation study for district fees be more specific (like LLAD, park and rec fees) so we know specifically what we're doing
 - MS - salary survey and compensation analysis is something we need to do – last one showed we under pay staff and are not competitive
 - MS - OK with final budget by June 30
 - MS - would like to see updating the Strategic Plan – maybe not in this committee, but should be a goal of the Board. Would like to see that happen by the end of the year.
 - MS - would like to see a completed update of the reserves study by the end of the year
4. Culvert/roadway repair (A. Pichly) SB recommends moving forward as long as Veerkamp supports the like-for-like repair approach, that District Counsel is comfortable with the process, that funding is coming from Fund 01, the timing for the project, is compacting happening and needed – seems important. MS cannot give full support until she gets all her answers, but agrees that it can move forward with reservations. Move forward to the Board.
5. Conversion of Lagoon well into a fire hydrant (M. Grassle via C. Greek) MS recommends moving forward to the Board and pay for out of Fund 01 since it will pay for itself within two-years.
6. Full Time Maintenance Worker I (M. Grassle via C. Greek) MS recommends forwarding to the Board, but staff may need to discuss with the Union and the timing of the recruitment, SB agreed. Move forward to the Board as a General Business item.
7. First Responder Fee Policy (A. Pichly) MS need to define acronyms ALS and PCR. SB recommends moving this forward to the Board with those two changes. MS forward to the Board with those changes (on consent).
8. Executech contract (C. Greek) MS likes CG's suggestion of using Executech's language of "program pricing for the month only include what we have" and can elaborate on that in the



report. Would not apply to any new purchases or services not in the current scope of work.

recommends it move forward to the Board as a consent item. MS agreed.

Staff Updates

9. Check Register Review January 2023 (C. Greek)

10. Finance & Admin Staff Report (C. Greek, oral)

11. Items for Future Committee Meetings

- Audit Report
- Preliminary Budget

12. Items to take to the Board of Directors

- Work Plan
- Strategic Plan update
- Culvert/Roadway repair
- Conversion of lagoon well into a fire hydrant
- Fulltime Maintenance Worker I position
- First Responder Fee
- Executech contract

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT Motion to adjourn by SB; 2nd by MS. Meeting adjourned at 8:28 pm



Budget and Administration Committee
Tuesday, March 7, 2023
6:45 p.m.

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

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmQ4NDRIN2MtNzc3Ni00ZmU1LTlkNzktMDg1Yjg1ODJIMTA0%40thread.v2/0?content=%7b%22id%22%3a%227546519e-2cd5-4e2c-bed5-ac3d46eec8ff%22%2c%22oid%22%3a%22b510e640-8ba3-421f-a075-694cad7ace01%22%7d

Conformed Agenda

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)
Alternate Director Tim Israel (TI)

Staff: André Pichly, General Manager; Christina Greek, Finance/HR Officer

CALL TO ORDER 6:45 pm

ROLL CALL SB, MS – present.

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 MS made a motion to adopt the agenda, 2nd by SB. Agenda adopted.

APPROVAL OF CONFORMED AGENDA

1. Conformed Agenda – Budget & Administration Committee Meeting – none.

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. Review, Discuss and Forward to the Board of Directors - Additional Services Agreement with Callander Associates (A. Pichly) SB and MS requested that staff move the Additional Services Agreement to the full Board for approval. Callander Associates requested that the District pay 50% of the total cost (\$24,000). The Committee indicated that they support paying Callander Associations the requested amount of \$12,000.

3. Staff Updates
 - a. Check Register Review February 2023 (C. Greek)
 - b. Finance & Admin Staff Report (C. Greek, oral)

4. Items for Future Committee Meetings
 - Include work plan in future meeting for reference.
 - Audit results.
 - Finance & Admin Staff Reports in writing going forward.

5. Items to take to the Board of Directors
 - ASA with Executech for approval.

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT MS made a motion to adjourn, 2nd by SB. Meeting adjourned at 7:17 pm.



SPECIAL MEETING

Budget and Administration Committee

Tuesday, April 11, 2023

6:45 p.m.

Cameron Park Community Center – Social Room

2502 Country Club Drive

Cameron Park, CA 95682

Microsoft Teams Virtual Meeting Link

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmQ4NDRIN2MtNzc3Ni00ZmU1LTlkNzktMDg1Yjg1ODJlMTA0%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

Conformed Agenda

Members: Chair, Sidney Bazett (SB), Vice-Chair, Director Monique Scobey (MS)

Alternate Director Tim Israel (TI)

Staff: André Pichly, General Manager; Christina Greek, Finance Officer

CALL TO ORDER 6:48 pm

ROLL CALL SB, MS – present.

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. All demonstrations, including cheering, yelling, whistling, handclapping, and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct of the Committee meeting are prohibited.

ADOPTION OF AGENDA MS made a motion to adopt the agenda with the order of item #6 to the first department matter, 2nd by SB. Agenda adopted.

OPEN FORUM

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

APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Committee without discussion with one vote. Any item may be removed from the Consent Agenda by a Committee member or a member of the audience and placed under Department Matters #_ to be discussed and acted upon individually.

1. **Receive and Approve** - Conformed Agenda – Budget & Administration Committee Meeting – none.
2. **Receive and File** – Approved 2023 Budget & Administration Committee Work Plan Final (A. Pichly)
3. **Receive and File** - Check Register Review – March 2023 (C. Greek)
4. **Receive and File** - Finance & Administration Staff Report (C. Greek)

MS made a motion to approve the consent agenda with items #2, #3, and #4 moved to Department Matters after item #7, 2nd by SB. Approved.

DEPARTMENT MATTERS

5. FY 2023-2024 1st Draft Budget (C. Greek)

- MS - Can we look at ways to reduce our insurance costs?
- SB – don't we have 3 vacant parcels that we could sell and is there an insurance savings if we do that?
- SB – looking for staff to come up with lots of ideas that the Board could consider and no limits on those ideas, thinking out 3-5 years
- MS – would like staff to come up with an actual plan. It needs to have how we are reducing our budget, how much we are spending out of our general fund, look into the specifics of our insurance, looking into the solar.
- SB – selling off parcels
- MS looking at the 9-person model for fire and closing down weed abatement, and cutting staff. Need to bring back all the options no matter how much we dislike the idea.

6. **Request from El Dorado Water Agency for the CSD to participate financially in a Cameron park Drainage Improvement Study** (A. Pichly) Receive, Discuss and Forward to the Board of Directors
MS and SB are supportive of the proposal and requested that this item move forward to the full board and recommend that the funding of \$20,000 to pay the requested portion of the study cost be paid for from the general fund.



7. **Surplus Ford Bronco** (M. Grassle) Receive, Endorse and Forward to the Board of Directors – SB
and MS give full support and request it be forwarded to the full Board for approval.

ITEMS FOR FUTURE COMMITTEE MEETINGS

- Next draft of the preliminary budget.
- 3rd quarter numbers

ITEMS TO TAKE TO THE BOARD OF DIRECTORS

- El Dorado Water Agency request to participate financially in drainage improvement study
- Surplus Ford Bronco

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT MS made a motion to adjourn, 2nd by SB. Meeting adjourned at 9:32 pm.

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
	IQ/ merch cc dispute (customer error/class pymt)	50.00	4/14/2023	04/14/23 Chargeback
		50.00	4/14/2023	Total 04/14/23 Chargeb...
	Payroll GL 04/14/23 PP08	46,574.28	4/14/2023	Payroll GL 04/14/23
		46,574.28	4/14/2023	Total Payroll GL 04/14/23
	Payroll GL 04/28/23 PP09	42,389.03	4/28/2023	Payroll GL 04/28/23
		42,389.03	4/28/2023	Total Payroll GL 04/28/23
49er Communications, Inc.	FD E288 Radio MIC Repair 03/30/23	337.78	4/6/2023	37048
		337.78	4/6/2023	Total 37048
Abila	Accounting Software - June 2023	876.78	4/20/2023	37130
		876.78	4/20/2023	Total 37130
Adam Domingo	Cell Allowance April 2023	50.00	4/6/2023	37060
		50.00	4/6/2023	Total 37060
Adam Domingo	CPRS Conference in San Diego Meal & Travel Reimb 04/26/23	179.71	4/27/2023	37172
		179.71	4/27/2023	Total 37172
ADM Screening	Pre-emp Screening CC/Rec April 2023	500.00	4/27/2023	37157
		500.00	4/27/2023	Total 37157
AFSCME District Council 57	Union Dues for PP08 03/26-04/08/23	105.58	4/13/2023	37101
		105.58	4/13/2023	Total 37101
AFSCME District Council 57	Union Dues for PP09 04/09-04/22/23	79.50	4/27/2023	37158
		79.50	4/27/2023	Total 37158

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
Airespring Inc.	Internet Broadbands Com Cntr/Lake April 2023	566.15	4/6/2023	37049
		566.15	4/6/2023	Total 37049
Airgas National Carbonation	CO2 Fill, Pool 03/16/23	442.00	4/6/2023	37050
		442.00	4/6/2023	Total 37050
Airgas National Carbonation	CO2 Fill, Pool 03/25/23	508.97	4/20/2023	37131
		508.97	4/20/2023	Total 37131
Airgas National Carbonation	CO2 Fill, Pool 03/31/23	420.32	4/20/2023	37132
		420.32	4/20/2023	Total 37132
Airgas National Carbonation	CO2 Fill, Pool 04/06/23	296.22	4/20/2023	37133
		296.22	4/20/2023	Total 37133
Airgas National Carbonation	CO2 Fill, Pool Chemicals 04/15/23	367.46	4/27/2023	37159
		367.46	4/27/2023	Total 37159
Airgas National Carbonation	CO2 Tank Rental, Pool March 2023	106.37	4/20/2023	37134
		106.37	4/20/2023	Total 37134
Alhambra	Water & Cooler Rental 03/20-04/03/23	87.99	4/13/2023	37102
		87.99	4/13/2023	Total 37102
Alison S. Lloyd	Inst. Pay Ballet Classes 03/01-04/12/23	1,329.90	4/20/2023	37146
		1,329.90	4/20/2023	Total 37146
All Star Rents	Equip Rental Repair Dec Trails at Northview & Other 4/4/23	2,432.88	4/13/2023	37103
		2,432.88	4/13/2023	Total 37103

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
Andre L. Pichly III	Cell Allowance April 2023	100.00	4/6/2023	37091
Andre L. Pichly III	Mileage Allowance April 2023	100.00	4/6/2023	
		200.00	4/6/2023	Total 37091
AT&T Calnet 3	CSD Phone Lines BAN9391035823 02/24-03/23/23	445.11	4/6/2023	37052
		445.11	4/6/2023	Total 37052
AT&T Calnet 3	FD Phone Line BAN9391035822 02/24-03-23/23	165.13	4/6/2023	37053
		165.13	4/6/2023	Total 37053
AT&T Calnet 3	FD89 Fax Line BAN9391035819 3/10-04/09/23	24.49	4/27/2023	37161
		24.49	4/27/2023	Total 37161
Brighton Energy	CC Solar 03/01-03/31/23	4,270.46	4/13/2023	37105
		4,270.46	4/13/2023	Total 37105
Brighton Energy	FD 89 Solar 03/01-03/31/23	1,216.77	4/13/2023	37104
		1,216.77	4/13/2023	Total 37104
Brittany Hieb	Christa Aeration 04/27/23	500.00	4/27/2023	37177
		500.00	4/27/2023	Total 37177
California Public Employee's Retirement System	CalPERS 457 for Payroll 04-14-23 PP08	375.00	4/14/2023	1002342611
		375.00	4/14/2023	Total 1002342611
California Public Employee's Retirement System	CalPERS 457 for Payroll 04-28-23 PP09	375.00	4/28/2023	1002351211
		375.00	4/28/2023	Total 1002351211
California Public Employee's Retirement System	CalPERS Health - April 2023	22,100.77	4/4/2023	1002326952

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
		22,100.77	4/4/2023	Total 1002326952
California Public Employee's Retirement System	CalPERS Retirement - Classic PP08 04-14-23	1,476.05	4/14/2023	1002342609
		1,476.05	4/14/2023	Total 1002342609
California Public Employee's Retirement System	CalPERS Retirement - Classic PP09 04-28-23	1,476.05	4/28/2023	1002351201
		1,476.05	4/28/2023	Total 1002351201
California Public Employee's Retirement System	CalPERS Retirement - Pepra PP08 04-14-23	4,053.26	4/14/2023	1002342607
		4,053.26	4/14/2023	Total 1002342607
California Public Employee's Retirement System	CalPERS Retirement - Pepra PP09 04-28-23	3,836.73	4/28/2023	1002351198
		3,836.73	4/28/2023	Total 1002351198
California State University, Sacramento	FAE Peck Paramedic Tuition Summer 2023 5/30-8/20/23	4,000.00	4/20/2023	37139
		4,000.00	4/20/2023	Total 37139
Callander Associates Landscape Architecture	CP Lake SP Pad ASA #3 docs thru 03/31/23	12,300.00	4/20/2023	37136
Callander Associates Landscape Architecture	Eastwood Park Imp- Prelim Design thru 03/31/23	6,006.21	4/20/2023	
		18,306.21	4/20/2023	Total 37136
Camino Power Tool	FD Chainsaw Fuel 04/13/23	56.04	4/27/2023	37164
		56.04	4/27/2023	Total 37164
Capital Live Scan	Fire Marshall Seasonal Employee Live Scan 03/31/23	21.00	4/13/2023	37106

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
		21.00	4/13/2023	Total 37106
Carbon Copy, Inc.	CC Copier Toner S&H CS4053ci 03/31/23	5.00	4/6/2023	37056
		5.00	4/6/2023	Total 37056
Christina Greek	Cell Allowance April 2023	100.00	4/6/2023	37079
Christina Greek	Home Printer/Supplies Allowance April 2023	50.00	4/6/2023	
		150.00	4/6/2023	Total 37079
Churchill's Hardware, Inc.	FD Hardware Supplies, Misc 04/06/23	107.55	4/13/2023	37107
		107.55	4/13/2023	Total 37107
Churchill's Hardware, Inc.	Parks/CC Hardware Supplies 04/06/23	224.41	4/13/2023	37108
		224.41	4/13/2023	Total 37108
Cintas Corporation #622	CC Janitorial Supplies 03/27/23	261.50	4/6/2023	37057
		261.50	4/6/2023	Total 37057
Cintas Corporation #622	CC Janitorial Supplies 04/10/23	208.15	4/20/2023	37138
Cintas Corporation #622	CC Janitorial Supplies 04/17/23	226.68	4/20/2023	
		434.83	4/20/2023	Total 37138
Cintas Corporation #622	CC Janitorial Supplies 04/24/23	197.91	4/27/2023	37165
		197.91	4/27/2023	Total 37165
Comcast	FD88 Internet 04/14-05/13/23	95.00	4/27/2023	37167
		95.00	4/27/2023	Total 37167
Comcast	FD89 Internet 04/11-05/10/23	163.30	4/27/2023	37166
		163.30	4/27/2023	Total 37166
Cynthia Nelson	Futsal Clinic Changed by Instructor Refund 04/25/23	40.00	4/27/2023	37188

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
		40.00	4/27/2023	Total 37188
Dawn Avalon	Inst. Pay Tai Chi for Health Class 04/04-04/25/23	79.20	4/20/2023	37135
		79.20	4/20/2023	Total 37135
Dawn Elizabeth Wolfson	DIR Comp Meetings 3/7,3/15,3/28,3/29/23	500.00	4/27/2023	37197
Dawn Elizabeth Wolfson	DIR Comp Meetings 4/3,4/11,4/19/23	300.00	4/27/2023	
		800.00	4/27/2023	Total 37197
De Lage Landen Financial Services, Inc.	CC Copier Lease 04/15-05/14/23	235.95	4/27/2023	37168
		235.95	4/27/2023	Total 37168
De Lage Landen Financial Services, Inc.	FD88 Copier Lease 03/15-04/14/23	64.35	4/6/2023	37059
		64.35	4/6/2023	Total 37059
De Lage Landen Financial Services, Inc.	FD88 Copier Lease 04/15-05/14/23	64.35	4/27/2023	37170
		64.35	4/27/2023	Total 37170
De Lage Landen Financial Services, Inc.	FD89 Copier Lease 03/15-04/14/23	196.82	4/6/2023	37058
		196.82	4/6/2023	Total 37058
De Lage Landen Financial Services, Inc.	FD89 Copier Lease 04/15-05/14/23	216.68	4/27/2023	37169
		216.68	4/27/2023	Total 37169
Delta Dental of California	Dental - May 2023	1,401.65	4/27/2023	37171
		1,401.65	4/27/2023	Total 37171

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
Department of Justice	FD/WA Pre-emp/Background Check for March 2023	32.00	4/13/2023	37109
		32.00	4/13/2023	Total 37109
Dept. of Forestry & Fire Protection	2nd Qrt. Fy 22/23 Cal Fire 27750	941,728.83	4/20/2023	37140
		941,728.83	4/20/2023	Total 37140
Dept. of Forestry & Fire Protection	2nd Qrt. Fy 22/23 Cal Fire 27753	341,802.41	4/20/2023	37141
		341,802.41	4/20/2023	Total 37141
Divine Charcuterie LLC	Inst. Pay Charcuterie Class 10% owed 2/9/23	50.00	4/13/2023	37110
		50.00	4/13/2023	Total 37110
Doris Solt	Assembly Hall Deposit Refund 04/17/23	300.00	4/20/2023	37151
		300.00	4/20/2023	Total 37151
EDC Emergency Services Authority	FD Q2 Dispatch Services FY 22/23 Oct-Dec 2022	7,656.71	4/13/2023	37111
		7,656.71	4/13/2023	Total 37111
Edward Thomas Lewis	Inst. Pay Kids Camp Story Teller Spring Beak Camp 03/31/23	250.00	4/6/2023	37084
		250.00	4/6/2023	Total 37084
Eide Bailly LLP	Accounting Services - March 2023	1,505.00	4/6/2023	37074
		1,505.00	4/6/2023	Total 37074
El Dorado County Environmental Mgmt.	FD AQMD Permits 2109,2112,2155 4/3/23	341.00	4/13/2023	37112
		341.00	4/13/2023	Total 37112
El Dorado County Registrar of Voters	Nov 8, 2022 General Election-Letter, Postage 03/15/23	30.00	4/6/2023	37075

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
		30.00	4/6/2023	Total 37075
El Dorado Disposal Service	Dump Tires & Trash 03/08/23	20.16	4/20/2023	37142
		20.16	4/20/2023	Total 37142
El Dorado Hills County Water District	ITLS Training For Finley J./Smith B./Weatherby S. 04/03/23	587.10	4/13/2023	37113
		587.10	4/13/2023	Total 37113
El Dorado Irrigation District	Bar J 15a Water/Landscape 01/25-03/27/23	339.70	4/6/2023	37067
		339.70	4/6/2023	Total 37067
El Dorado Irrigation District	Bar JB Water 01/26-03/24/23	199.71	4/6/2023	37068
		199.71	4/6/2023	Total 37068
El Dorado Irrigation District	CC Bldg Water/Sewer 01/21-03/29/23	1,737.02	4/6/2023	37072
		1,737.02	4/6/2023	Total 37072
El Dorado Irrigation District	CC Pool/Grounds Recycle/Water/Sewer 01/21-03/29/23	579.64	4/6/2023	37073
		579.64	4/6/2023	Total 37073
El Dorado Irrigation District	Chardi Water/Landscape 01/21-03/21/23	120.35	4/6/2023	37071
		120.35	4/6/2023	Total 37071
El Dorado Irrigation District	Christa RR's Water/Sewer 01/26-03/29/23	175.25	4/6/2023	37062
		175.25	4/6/2023	Total 37062
El Dorado Irrigation District	Christa Water 01/26-03/24/23	293.85	4/6/2023	37066
		293.85	4/6/2023	Total 37066

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
El Dorado Irrigation District	CP Lake Water/Sewer 01/25-03/29/23	1,653.75	4/6/2023	37070
		<hr/> 1,653.75	4/6/2023	Total 37070
El Dorado Irrigation District	D. West Water 01/21-03/21/23	202.30	4/6/2023	37069
		<hr/> 202.30	4/6/2023	Total 37069
El Dorado Irrigation District	Dog Park Water 01/21-03/21/23	94.93	4/6/2023	37064
		<hr/> 94.93	4/6/2023	Total 37064
El Dorado Irrigation District	FD88 Water/Sewer 01/24-03/29/23	255.07	4/6/2023	37063
		<hr/> 255.07	4/6/2023	Total 37063
El Dorado Irrigation District	FD89 Water/Sewer 01/27-03/29/23	496.36	4/6/2023	37061
		<hr/> 496.36	4/6/2023	Total 37061
El Dorado Irrigation District	Rasm Park Water/Sewer 01/24-03/29/23	218.79	4/6/2023	37065
		<hr/> 218.79	4/6/2023	Total 37065
El Dorado Weed Control	Chem Weed Control & Parks West, Northview, & CC 2/8-4/13/23	18,479.85	4/20/2023	37143
		<hr/> 18,479.85	4/20/2023	Total 37143
El Dorado Weed Control	FD89 Chem Weed Control 04/12/23	529.60	4/27/2023	37173
		<hr/> 529.60	4/27/2023	Total 37173
Elizabeth Niemiec	Summer Camp Refund Schedule Conflict 04/12/23	163.00	4/20/2023	37148
		<hr/> 163.00	4/20/2023	Total 37148
Epperson Law Group, PC	Legal Srvcs, Mrgs, Emails, etc 03/09-03/31/23	1,818.00	4/13/2023	37115
		<hr/> 1,818.00	4/13/2023	Total 37115

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
Eric William Blodgett Aiston	DIR Comp Meeting 4/03,11,19/23	300.00	4/27/2023	37160
		300.00	4/27/2023	Total 37160
Eric William Blodgett Aiston	DIR Comp Meetings March 3/6,7,15,28,29/23	500.00	4/6/2023	37051
		500.00	4/6/2023	Total 37051
Executech	Acctg Laptops Setup (2) 03/31/23	810.00	4/13/2023	37116
		810.00	4/13/2023	Total 37116
Executech	MSA, IT Srvcs, April 2023	3,193.56	4/6/2023	37076
		3,193.56	4/6/2023	Total 37076
Gold Country Hardware	Lake Grease Sticks 03/29/23	10.29	4/6/2023	37077
		10.29	4/6/2023	Total 37077
Harper Staphorius	Summer Camp Refund (didn't work with schedule) 04/14/23	163.00	4/20/2023	37152
		163.00	4/20/2023	Total 37152
Heartwood Professional Tree Management Inc.	Christa McAuliffe Park-Tree Limb Cracked due t/Storm 3/15/23	2,800.00	4/27/2023	37176
		2,800.00	4/27/2023	Total 37176
Highlander Termite & Pest Control	FD88 Pest Control 04/12/23	35.00	4/27/2023	37178
		35.00	4/27/2023	Total 37178
Highlander Termite & Pest Control	FD89 Pest Control 04/15/23	75.00	4/27/2023	37179
		75.00	4/27/2023	Total 37179
Holly Thane	Swim Lessons signed wrong date Refund 04/10/23	27.00	4/13/2023	37124

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
		27.00	4/13/2023	Total 37124
Home Depot Credit Services	Lake Misc Hardware Supplies 03/23/23	146.92	4/6/2023	37080
		146.92	4/6/2023	Total 37080
Hunt & Sons	FD Bulk Fuel 04/14/23	1,766.69	4/27/2023	37180
		1,766.69	4/27/2023	Total 37180
Hunt & Sons	FD Def Fluid 03/24/23	280.19	4/6/2023	37081
		280.19	4/6/2023	Total 37081
Interwest Consulting Group, Inc.	FD Insp. Moonraker 04/13/23	246.50	4/27/2023	37181
Interwest Consulting Group, Inc.	Fie Review- Quail Ridge Fire Sprinklers 03/07-04/19/23	697.50	4/27/2023	
		944.00	4/27/2023	Total 37181
Interwest Consulting Group, Inc.	Fire Insp. Moonraker P#348060 03/29/23	222.75	4/6/2023	37082
		222.75	4/6/2023	Total 37082
Interwest Consulting Group, Inc.	Fire Review - Grocery Outlet Fire Sprinklers 01/30-04/19/23	816.25	4/27/2023	37181
		816.25	4/27/2023	Total 37181
James Ellis	Futsal Clinic Instructor changed date Refund 04/24/23	20.00	4/27/2023	37174
		20.00	4/27/2023	Total 37174
Jenny Fenske	Tai Chi Class Cancelled Refund 04/19/23	44.00	4/20/2023	37144
		44.00	4/20/2023	Total 37144
Joyce Walthers	Deep Water Exercise Class Refund 04/06/23	64.00	4/13/2023	37128

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
		64.00	4/13/2023	Total 37128
JS West Propane Gas	FD89 Propane 03/31/23	375.47	4/27/2023	37182
		375.47	4/27/2023	Total 37182
JS West Propane Gas	Propane Fill, Pool 03/02-03/31/23	23,321.09	4/20/2023	37145
		23,321.09	4/20/2023	Total 37145
Kaiser Foundation Health Plan	Direct Pay Health Prem May 2023 G. Dalbeck	864.97	4/6/2023	37083
		864.97	4/6/2023	Total 37083
Kimberly Vickers	Cell Allowance April 2023	100.00	4/6/2023	37099
		100.00	4/6/2023	Total 37099
Kristi Carichoff	Deep Water Class Refund Instructor Left 04/14/23	32.00	4/20/2023	37137
		32.00	4/20/2023	Total 37137
Kronick, Moskowitz, Tiedemann & Girard	CC&R Legal Services 03/01-03/27/23	501.70	4/27/2023	37183
		501.70	4/27/2023	Total 37183
Krystal Nash	Summer Camp Refund Schedule Conflict 04/13/23	163.00	4/20/2023	37147
		163.00	4/20/2023	Total 37147
Larry McBride	In lieu Med Benefits Retired-April 2023	600.00	4/6/2023	37086
		600.00	4/6/2023	Total 37086
Laura Sanders-Ito	Cell Allowance April 2023	50.00	4/6/2023	37094
Laura Sanders-Ito	Mileage Reimb Jan, Feb, & March 2023 Q1	61.18	4/6/2023	
		111.18	4/6/2023	Total 37094

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
Lawton Construction & Restoration, Inc.	CSD Front Entrance Building Settlement Repairs 04/26/23	29,590.70	4/27/2023	37184
		<hr/> 29,590.70	4/27/2023	Total 37184
Lincoln Aquatics	Chlorine & Acid Pool 04/21/23	3,054.65	4/27/2023	37185
		<hr/> 3,054.65	4/27/2023	Total 37185
Lincoln Aquatics	Chlorine Fill, Pool w/(CM#34077217) 03/30/23	1,238.56	4/6/2023	37085
		<hr/> 1,238.56	4/6/2023	Total 37085
Marquee Fire Protection	FD89 Annual Sprinkler Maint. 12/19/22	765.00	4/27/2023	37186
		<hr/> 765.00	4/27/2023	Total 37186
Michael Grassle	Cell Allowance April 2023	100.00	4/6/2023	37078
		<hr/> 100.00	4/6/2023	Total 37078
Michael Grassle	Mileage Reimb Feb 2023	42.57	4/13/2023	37117
Michael Grassle	Mileage Reimb March 2023	98.90	4/13/2023	
		<hr/> 141.47	4/13/2023	Total 37117
Michael Kiddy	FD FF Intern Shift Stipend 3/1,8,15 & 22/23	320.00	4/13/2023	37119
		<hr/> 320.00	4/13/2023	Total 37119
Mobile Evolutions LLC	FD E288 MDT Install 03/30/23	144.31	4/6/2023	37087
		<hr/> 144.31	4/6/2023	Total 37087
Monique Scobey	DIR Comp Meetings 02/06,08,15,15,11/23	500.00	4/6/2023	37095
		<hr/> 500.00	4/6/2023	Total 37095
Napa Auto Parts	2000 Dodge Ram 3500 New Battery 04/19/23	84.41	4/27/2023	37187
		<hr/> 84.41	4/27/2023	Total 37187

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
National Aquatic Services, Inc	Maintenance Pool Room Equip CO2 Delivery System 03/30/23	1,502.12	4/6/2023	37088
		<hr/> 1,502.12	4/6/2023	Total 37088
Original Watermen, Inc.	Aquatics Staff Uniforms 03/28/23	1,887.85	4/13/2023	37120
		<hr/> 1,887.85	4/13/2023	Total 37120
Pathian Administrators	Vision Benefits - May 2023	171.93	4/13/2023	37121
		<hr/> 171.93	4/13/2023	Total 37121
Paychex	Paychex Payroll Fees for 04-14-23 PP08	319.20	4/14/2023	2023041001
		<hr/> 319.20	4/14/2023	Total 2023041001
Paychex	Paychex Payroll Fees for 04-28-23 PP09	277.05	4/28/2023	2023042401
		<hr/> 277.05	4/28/2023	Total 2023042401
PG&E	CC Elec. 11 Lamps 03/17-04/17/23	179.45	4/27/2023	37190
		<hr/> 179.45	4/27/2023	Total 37190
PG&E	CC Elec. 8 Lamps 03/17-04/17/23	130.49	4/27/2023	37189
		<hr/> 130.49	4/27/2023	Total 37189
PG&E	CSD Elec. & LP #29 02/17-03/20/23	4,642.04	4/6/2023	37090
		<hr/> 4,642.04	4/6/2023	Total 37090
PG&E	Elec. 02/24-03/26/23 FD88, 89 & Tower/Carousel Split	860.84	4/6/2023	37089
		<hr/> 860.84	4/6/2023	Total 37089
PG&E	Elec. 02/24-03/26/23 LLADs	12,885.48	4/13/2023	37122
		<hr/> 12,885.48	4/13/2023	Total 37122

Cameron Park Community Services District

Check/Voucher Register - Check Register

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
PG&E	Elec. CP Lake/Newcrn 02/24-03/26/23	1,252.56	4/20/2023	37150
		1,252.56	4/20/2023	Total 37150
Pitney Bowers Bank Inc Purchase Power	Postage Meter refill (dept % costs for 01/21-03/29/23 use)	200.00	4/27/2023	37191
		200.00	4/27/2023	Total 37191
Pitney Bowes Global Financial Services	Mail Station rental FY splits done 22/23 & 23/24	86.57	4/6/2023	37092
		86.57	4/6/2023	Total 37092
Placerville Polaris & Power Tools	Lake Filter-vent Line/Fuel Pump Kit/Grommet 03/28/23	529.71	4/6/2023	37093
		529.71	4/6/2023	Total 37093
Ramon Soto	Cell Allowance April 2023	50.00	4/6/2023	37097
		50.00	4/6/2023	Total 37097
Robert A. Godwin	Men's BB Officiating & Scorekeeping 4/4,11,18,25/23	900.00	4/27/2023	37175
		900.00	4/27/2023	Total 37175
Robert R. Westphal	Inst. Pay Taekwondo/Kinderkick Class 03/06-04/26/23	207.90	4/20/2023	37155
		207.90	4/20/2023	Total 37155
Sampson Eilhardt	Charcuterie Class Cancelled Refund 04/05/23	100.00	4/13/2023	37114
		100.00	4/13/2023	Total 37114
Sheryl Gundry	Deep Water Class Cancelled Refund 04/11/23	12.00	4/13/2023	37118
		12.00	4/13/2023	Total 37118
Sidney Arthur Bazett	DIR Comp Meetings 03/07,15,21,22/23	400.00	4/6/2023	37054

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

Vendor Name	Description	Check Amount	Check Date	Check #
		400.00	4/6/2023	Total 37054
Sidney Arthur Bazett	DIR Comp Meetings 04/11,04/19/23	200.00	4/27/2023	37162
		200.00	4/27/2023	Total 37162
Sierra O'Kane	Social Room Deposit Refund 04/17/23	40.00	4/20/2023	37149
		40.00	4/20/2023	Total 37149
Ski Air Incorporated	CC, AC Repair New Motor, V-Belt 04/14/23	1,557.01	4/27/2023	37192
		1,557.01	4/27/2023	Total 37192
Soroptimist Intl. CP/EDH	Hall Deposit Refund 03/30/23	600.00	4/6/2023	37096
		600.00	4/6/2023	Total 37096
South Fork Consulting , LLC	Board Meeting Presentation/FD 04/10/23	531.14	4/13/2023	37123
		531.14	4/13/2023	Total 37123
Stephen A. Twitchell	Inst. Pay Modified Zumba 03/02-03/30/23	393.00	4/13/2023	37126
		393.00	4/13/2023	Total 37126
Stephen Beck	Inst. Pay Futsal Clinic 04/22/23	180.00	4/27/2023	37163
		180.00	4/27/2023	Total 37163
Stephen Beck	Inst. Pay Futsal Team 02/25-03/26/23	6,084.00	4/6/2023	37055
		6,084.00	4/6/2023	Total 37055
Streamline	Streamline Web w/Engage Mthly 04/01-05/01/23	370.00	4/20/2023	37153
		370.00	4/20/2023	Total 37153
Target Specialty Products	D. West Herbicide 04/13/23	379.49	4/20/2023	37154

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
Target Specialty Products	Parks Herbicide 04/13/23	306.05	4/20/2023	
		685.54	4/20/2023	Total 37154
Thuan Tat	FF Intern Shift Stipend 3/5-3/11, 3/12-3/18, 3/26-4/1/23	240.00	4/6/2023	37098
		240.00	4/6/2023	Total 37098
TPX Communications	Com Cntr/ Phones & Internet April 2023	1,038.24	4/13/2023	37125
		1,038.24	4/13/2023	Total 37125
Umpqua Bank	Banking Maint Fee for March 2023	85.01	4/20/2023	Bank Maint Fee
		85.01	4/20/2023	Total Bank Maint Fee
Umpqua Bank	Credit Card Merch Fees- Vantiv/Ump March 2023 (Rec 61.4%)	768.91	4/11/2023	Merch Fees
Umpqua Bank	Credit Card Merch Fees- Vantiv/Ump March 2023 (ARC 11.4%)	142.76	4/11/2023	
Umpqua Bank	Credit Card Merch Fees- Vantiv/Ump March 2023 (CC 8.3%)	103.94	4/11/2023	
Umpqua Bank	Credit Card Merch Fees- Vantiv/Ump March 2023 (FD IN 17.1%)	214.24	4/11/2023	
Umpqua Bank	Credit Card Merch Fees- Vantiv/Ump March 2023 (Parks 1.8%)	22.44	4/11/2023	
		1,252.29	4/11/2023	Total Merch Fees
Umpqua Bank	FRF Banking Maint Fee - March 2023	26.09	4/20/2023	FRF Bank Maint Fee
		26.09	4/20/2023	Total FRF Bank Maint Fee
Umpqua Bank Commercial Card OPS	Umpqua CC's- March 2023	14,921.94	4/13/2023	37127

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

From 4/1/2023 Through 4/30/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Check #</u>
		14,921.94	4/13/2023	Total 37127
Verizon Business	FD Business Lines March 2023	5.38	4/27/2023	37193
		5.38	4/27/2023	Total 37193
Verizon Wireless	FD Wireless 03/16-04/15/23	592.23	4/27/2023	37194
		592.23	4/27/2023	Total 37194
Verizon Wireless	FD Wireless 03/16-04/15/23	114.03	4/27/2023	37195
		114.03	4/27/2023	Total 37195
Wayne's Locksmith	Rasm Park Srvc Call, Deadbolt + Keys 03/22/23	145.06	4/27/2023	37196
		145.06	4/27/2023	Total 37196
Wex Bank	FD Wex CC Fuel 03/31/23	224.69	4/6/2023	37100
		224.69	4/6/2023	Total 37100
Wilkinson Portables, Inc.	D. West Porta Potty Rentals 03/20-04/16/23 #59071	482.78	4/20/2023	37156
		482.78	4/20/2023	Total 37156
Wilkinson Portables, Inc.	D. West Porta Potty Rental 03/06-04/02/23 #28615	184.33	4/13/2023	37129
		184.33	4/13/2023	Total 37129
Report Total		1,617,772.98		



Agenda Transmittal

DATE: May 2, 2023

FROM: André Pichly, General Manager

AGENDA ITEM #4: EL DORADO DISPOSAL ANNUAL FEE ADJUSTMENT

RECOMMENDED ACTION: REVIEW, DISCUSS AND FORWARD TO THE BOARD OF DIRECTORS

BACKGROUND

The Solid Waste Services Agreement between El Dorado Disposal (EDD) and Cameron Park Community Services District (District), Section 18 – Compensation outlines the timeline, procedure and triggers for rate adjustments. Rates may be adjusted for Inflation/Deflation and Fuel Surcharge, as long as performance standards have been met.

DISCUSSION

EDD is requesting adjustments under Section 18C – Inflation/Deflation and Fuel Surcharge. The Consumer Price Index – All Items – for the State of California increased by 7.349%. The fuel component increased from 6.60% to 8.14% resulting in a cost increase of 1.536%.

EDD is requesting a rate increase to capture both percentage changes, for a total net increase of 8.884% effective July 1, 2023. Percentage increase will be applied the same to all customers, including seniors and commercial.

Attachments:

- 4a– Correspondence from El Dorado Disposal dated March 23, 2023
- 4b – State of California, Consumer Price Index Calculator
- 4c – PPI Commodity Data
- 4d – Fuel Component Calculation
- 4e – Eldorado Disposal CPI Adjustment slideshow



WASTE CONNECTIONS INC.
Connect with the Future

El Dorado Disposal Service
P.O. Box 1270
Diamond Springs, CA 95619
(530) 626-4141

Andre Pichly, General Manager
Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682
(530) 350-4652

Re: Annual Rate Adjustment

March 23, 2023

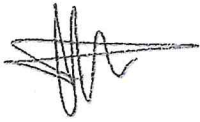
Dear Mr. Pichly,

Pursuant to Section 18.C. of that certain Solid Waste Services Agreement, dated as of February 21, 2008 (the 'Agreement'), we are formally requesting that the District implement the automatic CPI adjustment for our hauling rates as provided for in Section 18.C of the Agreement. We have attached the CPI calculator as the reference. As you will see, the increase in the Consumer Price Index – All Items – for the State of California for the past year was 7.349%. Accordingly, we are requesting a 7.349% rate increase effective as of July 1, 2023.

In addition, we are formally requesting the review and approval of a change in the fuel component of the rate. The year over year comparison we do through the Purchaser's Price Index is done based on January to January view. This year, the fuel component increased from 6.60% to 8.14%, a 1.536% change. Accordingly, the overall net rate increase including the CPI and Fuel change, effective July 1, 2023 is 8.884%. We have attached the PPI calculator for your reference.

We would like to review the Performance Standards with you, and also share with the public. As you know, we have summarized our performance and our program data in a monthly report, separately submitted to the CSD. We appreciate your co-operation and look forward to hearing from you. If you have any questions or need further information, please feel free to contact me at (530) 295-2854.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ross Reaksecker', with a horizontal line extending to the right.

Ross Reaksecker
Site Manager
Waste Connections of California, Inc. dba
El Dorado Disposal Services

Cc: Sue VanDelinder, Jeff England

Attachments: Consumer Price Index Calculator
Fuel Component Calculation

CONSUMER PRICE INDEX – CALIFORNIALos Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad,
Riverside-San Bernardino-Ontario, United States City Average, 2021-2022All Items
1982 - 1984 = 100

All Urban Consumers

Year	Month	California ^a	Los Angeles Long Beach Anaheim ^b	San Francisco Oakland Hayward ^b	San Diego Carlsbad ^b	Riverside San Bernardino Ontario ^b	U.S. City Average ^b
2021	January		280.178		307.688	109.550	261.582
2021	February	289.632	281.347	304.387			263.014
2021	March		282.648		315.035	110.981	264.877
2021	April	294.274	285.808	309.419			267.054
2021	May		287.620		317.141	113.222	269.195
2021	June	297.447	289.218	309.497			271.696
2021	July		290.890		323.906	114.682	273.003
2021	August	299.815	291.333	311.167			273.567
2021	September		292.209		324.138	115.557	274.310
2021	October	302.793	294.961	313.265			276.589
2021	November		296.790		326.422	117.206	277.948
2021	December	306.109	297.925	315.805			278.802
2021	Annual Average	297.371	289.244	309.721	319.761	113.875	270.970
2022	January		301.209		332.990	118.963	281.148
2022	February	311.048	302.164	320.195			283.716
2022	March		306.679		339.852	122.127	287.504
2022	April	316.847	308.302	324.878			289.109
2022	May		310.649		343.502	123.893	292.296
2022	June	322.043	314.072	330.539			296.311
2022	July		313.415		347.462	125.262	296.276
2022	August	322.275	313.608	328.871			296.171
2022	September		315.033		350.721	125.272	296.808
2022	October	324.819	317.014	332.062			298.012
2022	November		314.633		348.145	125.983	297.711
2022	December	323.148	312.601	331.222			296.797
2022	Annual Average	319.224	310.782	327.060	344.416	123.784	292.655

Date of last update: 2/14/2023

^a Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.

^b Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad,
 Riverside-San Bernardino-Ontario, United States City Average, 2021-2022

All Items
 1982 - 1984 = 100

Urban Wage Earners and Clerical Workers

Year	Month	California ^a	Los Angeles Long Beach Anaheim ^b	San Francisco Oakland Hayward ^b	San Diego Carlsbad ^b	Riverside San Bernardino Ontario ^b	U.S. City Average ^b
2021	January		271.129		291.490	110.204	255.296
2021	February	280.644	272.816	297.170			256.843
2021	March		274.097		298.292	111.823	258.935
2021	April	285.139	277.126	302.294			261.237
2021	May		279.139		300.413	113.749	263.612
2021	June	288.784	280.687	304.971			266.412
2021	July		282.271		307.737	115.129	267.789
2021	August	291.317	282.691	307.423			268.387
2021	September		283.191		308.351	116.254	269.086
2021	October	294.211	285.973	309.656			271.552
2021	November		287.940		311.014	117.840	273.042
2021	December	297.426	288.910	312.019			273.925
2021	Annual Average	288.595	280.498	304.602	303.670	114.496	265.510
2022	January		291.852		317.043	119.557	276.296
2022	February	302.122	292.690	316.463			278.943
2022	March		297.870		324.430	122.861	283.176
2022	April	308.468	299.436	322.021			284.575
2022	May		301.960		327.997	124.853	288.022
2022	June	313.931	305.577	328.137			292.542
2022	July		304.441		331.914	126.084	292.219
2022	August	313.374	304.137	325.932			291.629
2022	September		305.414		334.068	125.762	291.854
2022	October	315.900	307.720	329.331			293.003
2022	November		304.902		331.524	126.453	292.495
2022	December	313.159	302.271	326.465			291.051
2022	Annual Average	310.424	301.523	323.900	328.335	124.458	287.984

Date of last update: 2/14/2023

^a Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.

^b Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

Attachment 4c

PPI Commodity Data Original Data Value

Series Id: WPU057303
 Not Seasonally Adjusted
 Series Title: PPI Commodity data for Fuels and related products and
 Group: Fuels and related products and power
 Item: No. 2 diesel fuel
 Base Date: 198200
 Years: 2010 to 2023


Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	229.4	206.9	225.5	240.0	235.8	221.8	218.5	231.1	227.7	243.7	255.3	259.2
2011	270.0	289.3	321.8	339.8	328.4	333.7	327.8	307.3	317.8	310.6	337.1	311.0
2012	322.0	329.2	344.3	339.4	325.8	295.4	298.7	324.1	342.4	351.0	323.8	317.4
2013	318.9	342.4	321.0	318.3	307.7	304.8	311.6	319.3	328.0	318.4	307.0	314.7
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	223.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	548.658	605.641	585.306	419.191
2023	449.169	435.248										

Item	Data Source	Beginning Period (Jan 06)	Current Period (Jan 23)	Index Change	% Increase	Beginning Fuel Component	Ending Fuel Component	Fuel Surcharge applied in 2022	Change for 2023
Diesel Fuel	PPI Commodity, #2 Diesel Series ID:wpu057303	197.1	449.2	252.069	127.89%	3.57%	8.14%	6.60%	1.536%

http://data.bls.gov/timeseries/WPU057303?data_tool=XGtable

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	229.4	206.9	225.5	240.0	235.8	221.8	218.5	231.1	227.7	243.7	255.3	259.2
2011	270.0	289.3	321.8	339.8	328.4	333.7	327.8	307.3	317.8	310.6	337.1	311.0
2012	322.0	329.2	344.3	339.4	325.8	295.4	298.7	324.1	342.4	351.0	323.8	317.4
2013	318.9	342.4	321.0	318.3	307.7	304.8	311.6	319.3	328.0	318.4	307.0	314.7
2014	308.5	322.0	318.1	318.7	316.5	308.8	307.8	306.9	302.3	283.4	272.3	229.9
2015	182.6	191.5	193.1	183.8	202.6	198.7	194.0	189.2	169.4	173.5	167.4	130.8
2016	119.2	113.4	119.4	123.6	144.4	155.4	157.6	149.8	163.1	159.7	157.0	158.8
2017	161.1	163.5	161.3	162.9	173.6	171.5	179.6	188.9	204.2	213.5	223.7	223.8
2018	229.4	226.5	224.8	231.8	251.1	261.4	256.9	254.3	262.5	271.7	264.8	232.7
2019	201.1	218.3	239.3	237.7	235.0	204.4	220.0	207.2	218.4	220.5	223.1	231.1
2020	214.5	193.3	169.7	123.6	108.3	137.8	179.2	191.0	177.5	187.3	201.1	224.6
2021	232.9	264.4	304.1	282.0	318.8	317.8	326.966	322.279	334.175	374.107	366.731	346.234
2022	365.449	415.354	503.052	528.256	587.939	665.720	568.603	497.425	548.658	605.641	585.306	419.191
2023	449.169											

297.371 2021 Annual Average CPI
 319.224 2022 Annual Average CPI
 21.853
 7.349% <-- CPI Adjustment
 #REF! <-- Fuel Adjustment
 #REF! CP & PVILLE Total Rate Adjustment%



2023 Annual Update

CPI Rate Adjustment
Cameron Park CSD

1

2022 IN REFLECTION



- Challenging Year for all Business
 - Hiring improved through end of 2022
 - New truck delays pushed into 2023
- Sustainability Team
 - Added Project Manager
 - Team is now 3 people strong
- Organics
 - Onboarded all residential customers to become fully compliant with SB1383
 - Emphasis on Education & Outreach

2



- Community Events
 - Summer Spectacular
 - Family Fest
 - Community Appreciation Event
 - Props, Cops, & Rodder's
 - Thunder in the Park
 - Organics Bucket Give Away (x2)
 - Boo Bash – Trunk or Treat
 - Homeless Clean-up (w/Sheriff)
 - Community Clean-Up (Fall)

Garbage	11.58 tons
Recycle	3.01 tons
Yard Waste	2 tons

3

PERFORMANCE STANDARDS

Cameron Park CSD Performance Standards

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	Zone/Status
Financials														
Operating Budget	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Capital Budget	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operating Budget Variance	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Capital Budget Variance	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Operating Budget Variance %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Capital Budget Variance %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Operating Budget Variance \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Budget Variance \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Budget Variance % of Budget	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Capital Budget Variance % of Budget	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Operating Budget Variance \$ of Budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Budget Variance \$ of Budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Budget Variance % of Actual	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Capital Budget Variance % of Actual	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Operating Budget Variance \$ of Actual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Budget Variance \$ of Actual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Budget Variance % of Target	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Capital Budget Variance % of Target	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Operating Budget Variance \$ of Target	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Budget Variance \$ of Target	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

4


FUEL COMPONENT

<https://data.bls.gov/dimseries/API0573033data.html>

Item	2017	2018	2019	2020	2021	2022	Change for 2022
Diesel Fuel	11.2	11.5	11.8	12.1	12.4	12.7	1.5%
Gasoline	12.5	12.8	13.1	13.4	13.7	14.0	1.5%
Jet Fuel	13.8	14.1	14.4	14.7	15.0	15.3	1.5%
Aviation Turbine Fuel	14.2	14.5	14.8	15.1	15.4	15.7	1.5%
Other Fuel	15.1	15.4	15.7	16.0	16.3	16.6	1.5%
Total Fuel	12.8	13.1	13.4	13.7	14.0	14.3	1.5%

↑ Fuel Adjustment Increase

THANK YOU



QUESTIONS?

CPI Calculation

- 297.371 (2021 Annual Avg.)
- 319.224 (2022 Annual Avg.)
- 21.853 (Points Increase)
- = **7.349%** Increase

↑

Year	March	California	Los Angeles	San Francisco	San Diego	Phoenix	U.S. City Average
2021	297.371	297.371	297.371	297.371	297.371	297.371	297.371
2022	319.224	319.224	319.224	319.224	319.224	319.224	319.224
2022 - 2021	21.853	21.853	21.853	21.853	21.853	21.853	21.853
% Increase	7.349%	7.349%	7.349%	7.349%	7.349%	7.349%	7.349%

TOTAL RATE INCREASE

- **8.884%**
- (CPI of 7.349% + (Fuel Adj of 1.536%))
- Effective: July 1st, 2023
- Impact to Current Rates

Service Level	Current Rate	CPI/Fuel Adj.	2023 Rate
35gal Senior	\$ 25.85	\$ 2.22	\$ 28.07
35gal	\$ 34.35	\$ 2.94	\$ 37.29
64gal	\$ 38.01	\$ 3.26	\$ 41.27
96gal	\$ 47.23	\$ 4.04	\$ 51.27



Agenda Transmittal

DATE: May 2, 2022

FROM: Dusty Martin, Fire Chief

AGENDA ITEM #5: **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.

The maximum allowance will be \$1,328,200.00 for the medic unit. This is an increase of \$128,200.00 over last year's maximum allowance of \$1,200,000.00

Recommendation

Staff asks that the Committee review, discuss, and forward agreement and a Resolution to the full Board for approval.

Attachment:

4a – 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 Forestry 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 4.

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 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; and 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 **Contractors** 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 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Part 1, Chapter 1, 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 allowed by 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 allowed by 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 \$3,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1. Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.

19.1. **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 County and the **JPA**, and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. The additional insured 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.

SECTION 26- AUTHORITY TO BIND

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.

SECTION 27- SEVERABILITY

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 28- TERM

This agreement shall become effective on July 1, 2023, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 29-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.

Cristy Jorgensen, 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 Amendment

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:
 - i. will comply with all applicable HIPAA-HITECH laws;
 - ii. will hold such PHI in confidence and use or further disclose it only for the purpose for which the **JPA** disclosed it to the third party, or as required by law; and
 - iii. will notify the **JPA** of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (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 **Business Associate** 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 (1) the County and all Agencies, Districts, Special Districts and Departments of the County (2) the **JPA**, and (3) the County's and **JPA's** respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, the "indemnified parties") 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) of all indemnified parties 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 the indemnified parties; provided, however, that any such adjustment, settlement or compromise

in no manner whatsoever limits or circumscribes the **Business Associate's** indemnification to the indemnified parties as set forth herein. The **Business Associate's** obligation to defend, indemnify and hold harmless the indemnified parties shall be subject to the indemnified parties 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 the indemnified parties 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 the indemnified parties 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 indemnified parties 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 costs expended (i.e., payments made) with amounts not to exceed those listed in the chart below.

Class 30 Expenses			
Employee Salary & Benefits	Maximum Allowance: \$1,328,200 per medic unit	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: \$7,200 per medic unit	Compensated at actual cost.	
Object Code 4304 Agency Admin	\$25,000 per medic unit	Compensated annually in July	
Object 4609 Staff Development	Maximum Allowance: \$7,200 per medic unit	Compensated at actual cost	

3. Invoices submitted for reimbursement must be accompanied with supporting documentation of payment and the basis for such payment, 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.
5. 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.
6. After the close of **Fiscal Year 2022/23**, **Contractor** may request additional reimbursement of actual personnel expenses over the contractually obligated amount. Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Medic Unit Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.
7. Any request for additional funds above and beyond those specifically defined in this agreement under Appendix B, Item #2, are subject to the review and approval of the **JPA** Board of Directors.

Agenda Transmittal

DATE: May 2, 2023

FROM: Dusty Martin, Assistant Chief

AGENDA ITEM: #6 AWARD OF ARPA FUNDS - BUDGET ADJUSTMENT TO FIRE DEPARTMENT BUDGET 3000

RECOMMENDED ACTION: Review and File

BUDGET ACCOUNT: FIRE DEPARTMENT 3000; ACCOUNT 5236

BUDGET IMPACT: \$45,454.00 up front cost that will be reimbursed by El Dorado County

BACKGROUND

In 2021, El Dorado County was awarded funds from the American Rescue Plan Act. A portion of those funds were allocated to each Fire Department in El Dorado County for response to the Corona Virus emergency. The County allocated \$22,272.00 per each fire engine, for a total of \$45,454.00 for Cameron Park Fire Department.

DISCUSSION

Cameron Park Fire Department sent a request for approval to El Dorado County for the following items:

- Uniforms
- Cleaning supplies
- Washer and Drier for each station
- Medical gloves

This request was based on the approved list of items from the County and include the following qualifying equipment and /or supplies:

- PPE – including uniforms. Structural firefighting gear excluded
- Decontamination supplies and consumables
- Disinfection machines (autoclave, Decon 7, etc.)
- Cleaning solutions and equipment for facilities

The above request was approved by the County and an agreement was signed with the County on April 27, 2023.

Fiscal Impact

The County approved items total \$45,454.00 and will be purchased with District funds and then reimbursed by El Dorado County to the District in full.

Staff Action

Staff will request that the Finance Department do a budget adjustment to the Fire Department budget (3000) for the following object codes and dollar amounts:

01-5230-3000 Uniforms - \$25,775.00

01-5295-3000 PPE - \$3,400.00

01-5315-3000 Household - \$16,279.00

Once the reimbursement has been received it will be applied to the above object codes.

Attachments

5a – Fire Chief’s Association proposed ARPA funding distribution letter

5b - ARPA Sub recipient Agreement between County of El Dorado and Cameron Park CSD



EL DORADO COUNTY FIRE CHIEFS' ASSOCIATION MEETING

Proposed El Dorado County Fire Agencies ARPA Funding Distribution

The El Dorado County Board of Supervisors and CAO's office has authorized an allotment of \$500,000 for El Dorado County Fire Agencies from the County's ARPA Funds. The following is a recommended distribution methodology and qualifying expenses, after meeting with the CAO's Office.

<u>Fire Agency</u>	<u>Staffed Engine Companies</u>
Cameron Park / Cal Fire	2
Diamond Springs	1
El Dorado County Fire	5
El Dorado Hills Fire	5
Fallen Leaf	1
Georgetown	1
Garden Valley	1
Lake Valley	2
Meeks Bay	1
Mosquito Fire	1
Pioneer	1
Rescue	1
<u>Total # of Staffed Engines</u> <u>(Min.1)</u>	<u>22</u>
<u>Funding per Staffed Engine</u>	<u>\$22,727</u>

Qualifying Equipment and / or Supplies:

PPE – including uniforms. Structural firefighting gear excluded

Decontamination supplies and consumables

Disinfection machines (autoclave, Decon 7, etc.)

Cleaning solutions and equipment for facilities

Each Agency will require a resolution with the County for funding. Detailed information, receipts and descriptions, will be required.

**Subrecipient Agreement Between the
County of El Dorado and Cameron Park Community Services District**

**American Rescue Plan Act
Coronavirus State and Local Fiscal Recovery Funds**

Agreement #7690

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cameron Park Community Services District, Fire Department, whose principal place of business is 3200 Country Club Drive, Cameron Park, CA 95682 (hereinafter referred to as "Subrecipient");

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

WHEREAS, ARPA established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), which provides aid to state, local, and tribal governments to mitigate the fiscal effects stemming from the public health emergency; and

WHEREAS, County qualified as an eligible local government and received SLFRF funding from the U.S Department of Treasury; and

WHEREAS, County acknowledges that the economic impacts of COVID-19 are widespread and County, through the spirit of collaboration, desires to provide a portion of its SLFRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, ARPA allows local government to use the SLFRF funds received to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, ARPA permits SLFRF funds to be used to fund costs obligated by a local government by December 31, 2024 and expended by December 31, 2026; and

WHEREAS, County has awarded SLFRF funds to Subrecipient for the an SLFRF-eligible project; and

WHEREAS, Subrecipient and County wish to enter into this Subrecipient Agreement to document the terms and conditions of the SLFRF project.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

This Agreement shall become effective on the date of execution, and end on the date that all close-out requirements are satisfied, as described in (IV)(H).

This Agreement may be extended only upon the written approval of both Parties, provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

Reporting and document retention requirements shall extend beyond the term of this Agreement to the extent required by Government Code Section 8546.7 and 2 CFR 200.334.

II. SUBAWARD INFORMATION

This Agreement is a subaward, pursuant to 2 C.F.R 200.331(a), for the purpose of carrying out a portion of a Federal award. This Agreement is not for the purposes of obtaining goods or services and does not constitute procurement relationship with Subrecipient. The federal awarding agency is the United States Department of the Treasury. The County is a pass-through entity.

This subaward Agreement is not for Research and Development.

As required by 2 CFR 200.332, the following information applies to this subaward:

- A. The federal award in question is Coronavirus State and Local Fiscal Recovery Funds
- B. The subrecipient's unique entity identifier is ET1ZCPBTANU1
- C. The Federal Award Identification Number (FAIN) is SLFRP2120
- D. The date of the Federal award is May 19, 2021
- E. All costs related to this subaward must be obligated by December 31, 2024, and expended by December 31, 2026.
- F. The budget period for this subaward is March 3, 2020 to December 31, 2026.
- G. The amount of federal funds obligated by this Agreement is \$45,454. The Total Amount of Federal Funds obligated to the subrecipient, including the current financial obligation, is \$45,454. The Total Amount of the Federal Award committed to the subrecipient by this Agreement is \$45,454.
- H. The Federal Awarding agency is the United States Department of Treasury. The awarding official for the County is Tiffany Schmid, Interim Chief Administrative Officer.

I. The assistance listing number and title of this award is 21.027.

J. The indirect cost rate of this award is 0%.

If either party becomes aware that any of the information identified in this Article is no longer valid, that party must provide notice to the other party as soon as reasonably possible.

III. ACTIVITIES & ALLOWABLE COSTS

A. Activities

Subrecipient shall be responsible for administering all eligible activities in a manner satisfactory to County and consistent with any standards required as a condition of providing these funds. Allowable activities must comply with 42 USC Chapter 7, Subchapter IV, §803 (c)(1)(A) or (D), and 31 CFR Part 35 (35.1 et seq.).

B. Allowable Costs

Subrecipient shall use all funding received under this Agreement for those purposes defined in Attachment A, "SLFRF Project" and with all applicable provisions of federal law governing allowable costs, including 2 CFR Part 200. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

IV. NOTICES

Notices to County as required by this Agreement shall be delivered in writing, via email and addressed to County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States Mail, registered or certified return receipt requested.

For County: Tiffany Schmid, Interim Chief Administrative Officer
Address: 330 Fair Lane, Placerville
Email: tiffany.schmid@edcgov.us

For Subrecipient: Dustin Martin, Division Chief
Address: 3200 County Club Drive, Cameron Park, CA 95633

V. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SLFRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of California and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Allowable Costs funded or reimbursed by County to Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.1. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- SLFRF payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- SLFRF payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- SLFRF payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- SLFRF payments are subject to Subpart F regarding audit requirements.

Subrecipient shall ensure that any contract entered into that is funded in whole or in part by this Agreement contains a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. Subrecipient shall not enter into any contract funded in whole or in part by this Agreement that is in excess of one-hundred thousand dollars (\$100,000), without obtaining the prior written consent of the County's Administrator.

Subrecipient is also responsible for ensuring that any contract or subcontract funded in whole in part by this Agreement contains all necessary clauses required by state and federal law, including, but not limited to, 2 CFR Part 200, Appendix II.

With respect to any conflict between such federal requirements and the terms of this

Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Indemnification and Hold Harmless

To the fullest extent allowed by law, Subrecipient shall defend, indemnify, and hold County and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Subrecipient's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Subrecipient, any contractor of the Subrecipient, or employees of any of these, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. Subrecipient shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless County under this Agreement.

D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by County to provide the funding under this Agreement.

Subrecipient shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess

coverage over and above its self-insured retention limits.

G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

H. Suspension or Termination

Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, or any issued under this Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to use any remaining SLFRF funds for similar purposes, or for any other allowable purpose for SLFRF funds.
2. County shall pay to Subrecipient any costs that were determined to be allowable before the date of the Notice of Termination, unless County or other federal or state officials have determined to be unallowable by subsequent audit.
3. Subrecipient shall refund to County any amounts previously paid that were subsequently determined to be unallowable.

The following shall be a material breach of this Agreement:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding

agency guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including the obligation to submit proper documentation in (IV)(G) and (IV)(H),;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Subrecipient to County reports that are incorrect or incomplete in any material respect.
- I. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for costs determined to be allowable before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient. In no event, however, shall County be obligated to pay any costs that are not allowable under the federal award. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any contractor or subcontractor of the Subrecipient must comply with 31 U.S.C. Chapter 38 (3801 et seq), Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any contractor or subcontractor pertaining to any matter resulting from a contract that is funded in whole or in part by this Agreement.

J. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of the Treasury regulations at 31 C.F.R. Part 19 (Governmentwide Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
3. By signing this Agreement, Subrecipient certifies that that neither it nor its principals are presently debarred or suspended by any Federal department or

agency from participation in this transaction. If the Subrecipient uses any contractors, Subrecipient shall comply with Federal Acquisition Regulation 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, dated November 2021.

- K. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of California, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Superior Court of the County of El Dorado and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Allowable Costs.

B. Audits and Inspections

For purposes of compliance with Government Code Section 8546.7 and 2 CFR Part D (200.300 et seq) and Part F (200.500), Subrecipient shall provide County, any duly authorized representative of the County, or any applicable federal or state official access to all records related to this Agreement at all reasonable times to audit, examine, and make excerpts or transcripts of all relevant data during this Agreement period and for three (3) years from the required retention period set forth in paragraph D below and all other pending matters are closed. For purposes of this paragraph, applicable federal or state official includes any duly authorized representative of the United States Treasury Department, or the Comptroller General of the United States or any of their authorized representatives, and the California State Auditor. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient

shall submit a copy of that audit to County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with 2 CFR § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to County.

C. Record Retention

Consistent with 2 CFR 200.334, Subrecipient shall retain sufficient financial records for a period of five (5) years from the date of submission of the final expenditure report. For purposes of this Agreement, financial records includes, but is not limited to, supporting documents, statistical records, and any other records of any type that is pertinent to ensure compliance with this Agreement , as well as the compliance of all contractors or consultants funded in whole or in part by this Agreement, and the related federal award.

D. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

E. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.1, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

F. Monitoring & Compliance

County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the SLFRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms

and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for allowable costs, reviewing payroll logs, reviewing applicable contracts and other documentation that may be requested by the County to substantiate allowable costs, reviewing financial and performance reports, . If subrecipient fails to timely submit proper documentation verifying allowable costs upon request by County, then County may treat that failure as a material breach of the Agreement and recoupment of awarded funds from the Subrecipient.

County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

Subrecipient shall submit written progress reports to County's Administrator at the end of each fiscal year. Subrecipient shall prepare the reports in a sufficiently detailed manner for County's Administrator to determine whether Subrecipient is using the funds allocated by this Agreement consistent with this Agreement and meeting the objectives of the federal award. County's Administrator shall review those reports to determine whether the Subrecipient is complying with the terms of this Agreement and meeting the objectives of the federal award, and may request revisions as necessary. This reporting requirement may be fulfilled in conjunction with the reporting requirements in section (VI) (H).

G. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.344 and the procedures described below. Subrecipient's obligation to County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

- Submission of final financial, performance and all other required reports and documentation no later than 90 calendar days after the end date of the period of performance or project.
- Return of any unspent or disallowed SLFRF funds to County.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

H. Payment & Reporting Procedures

1. Reporting Requirements

Reports shall be made on a monthly or quarterly basis, as defined in Exhibit A, "SLFRF Project." Reports shall include:

- Project status
- Detail of funds obligated in the reporting periods
- Summary of funds obligated from project inception through the reporting period
- Detail of expenditures for the report period. Reports shall include sufficient information to demonstrate that each expenditure is an allowable cost for SLFRF funding. Such reporting may include documentation of invoices, confirmation of receipt of products, submission of payroll logs, proof of contracts, etc., to substantiate that the expense is an allowable cost. Failure to submit proper documentation verifying that the expense is an allowable cost may result in termination of this Agreement and recoupment of awarded funds from the Subrecipient that are subsequently determined to be unallowable.
- Summary of expenditures from project inception through the reporting period.
- Any other information or documentation necessary to comply with SLFRF reporting requirements as determined by the Department of the Treasury. Reports for those periods including the final month is a calendar quarter (March, June, September, December) shall be due to County fifteen (15) calendar days after the end of the reporting period. All other monthly reports, if applicable, shall be due to County on the last day of the following month.
Reports shall be submitted to County via email to jeremy.apodaca@edcgov.us, with a copy to kerri.williams-horn@edcgov.us.

2. Payment Procedure for Advance Payments

Advance payments shall be provided pursuant to Exhibit A "SLFRF Project."

If advance payments are authorized by Exhibit A, County shall advance funds to Subrecipient within forty-five (45) days following execution of this Agreement for allowable costs as defined in Exhibit A.

If Subrecipient has received an advance payment, Subrecipient shall include an accounting of advanced funds in each report submitted.

Any SLFRF funds advanced to Subrecipient but not expended shall be returned to County upon project completion and no later than December 30, 2026, or such earlier date as maybe required by SLFRF regulation or procedure.

3. Payment Procedure for Reimbursement Payments

Subrecipient shall provide a request for reimbursement with each report for any expenditures in excess of advanced funds received. County shall review that report to determine if the costs are allowable. County shall make payment within forty-five (45) days of the County approving the request. Reimbursement of expenditure shall be made on the basis of expenditures incurred and paid by Subrecipient.

4. Provisions for Additional Advance Payment

Notwithstanding the procedures in this section, or the provisions of Exhibit A "SLFRF Project," County may, at its sole discretion, approve an advance payment to Subrecipient, upon request from Subrecipient. Such approval shall not increase the project total amount, or authorize a change to the project activities or allowable costs.

I. Duplication of Benefits

Subrecipient certifies that it has disclosed all other funding received, dedicated, or obligated for activities funded by this Agreement. Funding to be disclosed includes any grant or similar funding from Federal, State, or local public agencies; any funds designated or obligated by Subrecipient prior to execution of this Agreement; or any other funds received from a public or private entity designated or intended for activities funded by this Agreement.

Should Subrecipient receive or seek funding that would be eligible for disclosure, Subrecipient shall notify County within fourteen (14) calendar days. If Subrecipient receives funding for activities funded by this Agreement after execution of this Agreement, in an amount exceeding Subrecipient's total unreimbursed costs, County may, at its discretion, require return of SLFRF funds in excess of total costs unreimbursed by other sources.

VII. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Political Activity Act of 1939 (18 U.S.C. 592 et seq) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract

supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VIII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Exhibit A – SLFRF Project

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The Subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from County from the allocation of the Coronavirus State and Local Fiscal Recovery Funds provided to County for allowable costs.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Subrecipient or its contractor (s) or subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including, but not limited to, invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of SLFRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the State and Local Fiscal Recover Funds as authorized under ARPA. County has no legal requirement to provide funding to any Subrecipient.

XI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by County.

XII. ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Tiffany Schmid, Interim Chief Administrative Officer, or successor.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

--COUNTY OF EL DORADO--

By: *Tiffany A Schmid*
Tiffany A Schmid (Apr 28, 2023 09:50 PDT)

Dated: 04/28/2023

Tiffany Schmid
Interim Chief Administrative Officer
"County"

--SUBRECIPIENT--

By: *D. Martin*
Dustin Martin (Apr 27, 2023 15:02 PDT)

Dated: 04/27/2023

Dustin Martin
Assistant Chief
"Subrecipient"

**EXHIBIT A – SLFRF
PROJECT**

SUBRECIPIENT NAME: Cameron Park CSD Fire Department

PERIOD OF PERFORMANCE: March 3, 2020 – December 31, 2026

DESCRIPTION OF PROJECT:

Replacement uniforms, clothes washers, and clothes dryers, and cleaning supplies, which will allow more frequent washing of uniforms after exposure, and address additional wear on uniforms and washer dryer equipment

ELIGIBLE USE OF FUNDS:

Direct purchase of uniforms (including cold weather gear) and clothes washer and dryer, and cleaning supplies.

SLFRF Use of Funds (select one):

Respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Make necessary investments in water, sewer, or broadband infrastructure.

PROJECT TOTAL AMOUNT: \$45,454.00

Advance Funding Amount: \$0.00

The total funds provided pursuant to this Agreement shall not exceed the Project Total Amount.

REPORTING/FUNDING PERIOD: Monthly Quarterly

ADDITIONAL PROJECT TERMS AND CONDITIONS:











7690 ARPA Subrecipient Agreement-Cameron Park Fire

Final Audit Report

2023-04-28


Created:	2023-04-24
By:	Jeremy Apodaca (jeremy.apodaca@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Z1ZnSgclZkqEhcWUjOCOePMisZQqIL


"7690 ARPA Subrecipient Agreement-Cameron Park Fire" History

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Signature Date: 2023-04-27 - 10:02:41 PM GMT - Time Source: server- IP address: 174.193.53.63





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 Signer Tiffany Schmid (tiffany.schmid@edcgov.us) entered name at signing as Tiffany A Schmid
2023-04-28 - 4:50:21 PM GMT- IP address: 207.104.47.251

 Document e-signed by Tiffany A Schmid (tiffany.schmid@edcgov.us)
Signature Date: 2023-04-28 - 4:50:23 PM GMT - Time Source: server- IP address: 207.104.47.251

 Agreement completed.
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