



Mosquito Fire Protection District

Board of Directors Meeting
Thursday, April 28, 2022 – 7:00 PM
Mosquito FPD Station 75
8801 Rock Creek Road Placerville, Ca. 96557

AGENDA

Item	Presenter
<p>1. Call to Order.</p> <p>Topic: MFPD Board Meeting April 28, 2022</p> <p>Time:, April 28, 2022 07:00 PM Pacific Time (US and Canada)</p> <p>If you have a disability and are requesting an accommodation pursuant to the Americans with Disabilities Act, please contact district at 530-626-9017 or admin75@mfpd.us</p>	J. Young
<p>2. Roll Call & Quorum announced.</p>	J. Young
<p>3. Pledge of Allegiance.</p>	J. Young
<p>4. Public Comment Public may address the board on any District related item not included in this agenda. Please limit your comments to no more than 3 minutes in duration.</p>	
<p>5. ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR</p> <p>The Board may make any necessary additions, deletions, or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Board member may request an item be removed from the Consent Calendar for discussion and separate Board action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Board action.</p>	J. Young

<p>CONSENT CALENDAR ITEMS</p> <p>5.1 Approval of Expenditures- Expenses March 21, 2022</p> <p>5.2 Approval of Expenditures- Expenses March 30, 2022</p> <p>5.3 Approval of Expenditures- Expenses April 1, 2022</p> <p>5.4 Approval of Policy 215- Purchasing and Procurement</p> <p>5.5 Approval of Procedure 205- Purchasing</p> <p>5.6 Approval of Policy 609- HIPAA Training</p> <p>5.7 Approval of Policy 803- Patient Medical Record Security & Privacy</p> <p>6. <u>Chief's Report</u></p> <p>7. <u>Issue Items</u></p> <p>7.1 Approve Consultant Services Agreement for \$2,750 with SCI Consulting Group for assistance with Development Impact Fee inflation increase and preparing the District's five-year County required Development Fee update.</p> <p>7.2 Approve adjusted Final Budget and Transfers</p> <p>8. <u>Committee Reports</u></p> <p>8.1 Finance committee</p> <p>8.2 Strategic Planning & Policy Updates</p> <p>8.3 Communication</p> <p>8.4 Capital Improvement- CIP Plan</p>	<p>J. Young</p> <p>J. Rosevear</p> <p>J. Rosevear</p> <p>J. Young</p> <p>J. Rosevear</p> <p>M. Holmsky D. Stever W. Gregson J. Young</p>
<p>9. Director's Comments.</p>	
<p>10. Pending Agenda Items: Directors may propose agenda items for future Board meetings.</p>	
<p>11. Adjourn</p>	

**Mosquito Fire Protection District
Bills for U.S. Bank El Dorado Co**

**March 21, 2022
Split**

Name	Num	Amount	Terms	Date		Memo	Name Address
1080	450000054	4460.00	MFPD03212022	03/21/2022	404609 · Staff Development	NCTI Online Paramedic grant	U.S. Bank
1080	60476531	480.37	MFPD03212022	03/21/2022	604500 · Special Dept Expense	60476531 Ferguson Supplies for Watertank project	U.S. Bank
1080	31872842	816.98	MFPD03212022	03/21/2022	404500 · Special Dept Expense	31872842 Frank's Awards dinner JAN	U.S. Bank
1080	63543828	156.00	MFPD03212022	03/21/2022	404538 · Software	63543828 Microsoft	U.S. Bank
1080	14056595	30.00	MFPD03212022	03/21/2022	404538 · Software	14056595 Microsoft	U.S. Bank
1080	14129236	30.00	MFPD03212022	03/21/2022	404538 · Software	14129236 Microsoft	U.S. Bank
1080	38959576	8.55	MFPD03212022	03/21/2022	404460 · Equip. Small tools & Instrument	38959576 AMZN Screen Protector Monitor	U.S. Bank
1080	41634375	29.75	MFPD03212022	03/21/2022	404538 · Software	41634375 Sling Scheduler	U.S. Bank
1080	55547100	358.52	MFPD03212022	03/21/2022	404700 · Utilities	55547100 PG&E	U.S. Bank
1080	89332193	194.80	MFPD03212022	03/21/2022	404022 · Uniforms	89332193 Stationboots M. Lugo	U.S. Bank
1080	16136820	13.93	MFPD03212022	03/21/2022	404220 · Memberships	16136820 Amzn monthly	U.S. Bank
1080	11562819	49.99	MFPD03212022	03/21/2022	404040 · Telephone Co. Vendor Payments	11562819 ATT Fixed Wireless	U.S. Bank
1080	13581402	562.62	MFPD03212022	03/21/2022	404040 · Telephone Co. Vendor Payments	13581402 ATT Business phone	U.S. Bank
1080	52461788	68.95	MFPD03212022	03/21/2022	404609 · Staff Development	52461788 Training material EMT M. Lugo	U.S. Bank
1080	50675001	14.99	MFPD03212022	03/21/2022	404040 · Telephone Co. Vendor Payments	50675001 Zoom	U.S. Bank
1080	1855751	3.99	MFPD03212022	03/21/2022	404538 · Software	1855751 Aplus Storage	U.S. Bank
1080	77107006	169.43	MFPD03212022	03/21/2022	404500 · Special Dept Expense	77107006 Food Fire event Rockcreek	U.S. Bank
1080	33549464	137.41	MFPD03212022	03/21/2022	404086 · Refuse Disposal	33549464 ED Disposal	U.S. Bank
1080	93756030	7.00	MFPD03212022	03/21/2022	404040 · Telephone Co. Vendor Payments	93756030 FreeConf Call	U.S. Bank
1080	02222022	10.43	MFPD03212022	03/21/2022	404260 · Office Expense	02222022 Calcard Late Fee	U.S. Bank
		<u>7603.71</u>					

Mar 21, 22

Mosquito Fire Protection District Bills for U.S. Bank El Dorado Co

March 30, 2022
Spitt

Name	Num	Amount	Terms	Date		Memo	Name Address	
1080	56479103	130.00	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	56479103 NCTI Background T.D. r&r grant	U.S. Bank	
1080	86184066	521.38	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	86184066 EMT Books T. C. r&r grant	U.S. Bank	
1080	86138766	521.38	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	86138766 Emt Books D.H. r&r grant	U.S. Bank	
1080	50500132	1895.00	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	50500132 NCTI EMT Class T.D. r&r grant	U.S. Bank	
1080	50500165	1895.00	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	NCTI EMT Class C.Johns r&r Grant	U.S. Bank	
1080	55613488	1344.90	MFPD03302022	03/30/2022	606040 · 606040 Equipment	Power Tool Chainsaw 50/50grant	U.S. Bank	
1080	44793729	156.00	MFPD03302022	03/30/2022	404538 · Software	44793729 Microsoft	U.S. Bank	
1080	2804178	30.00	MFPD03302022	03/30/2022	404538 · Software	2804178 Microsoft	U.S. Bank	
1080	19011979	30.00	MFPD03302022	03/30/2022	404080 · Household Expense	19011979 Microsoft	U.S. Bank	
1080	90566025	31.87	MFPD03302022	03/30/2022	404080 · Household Expense	90566025 Homedep Cleaning supplis	U.S. Bank	
1080	16805686	57.75	MFPD03302022	03/30/2022	404261 · Postage	16805686 Stamps	U.S. Bank	
1080	90467281	6.60	MFPD03302022	03/30/2022	404197 · Maint. Building Supplies	90467281 Homedep Light switch	U.S. Bank	
1080	1301521	16.00	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	1301521 BLS cards CPR	U.S. Bank	
1080	26447816	171.48	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	26447816 CPR Training Todd H.	U.S. Bank	
1080	91554082	16.46	MFPD03302022	03/30/2022	404500 · Special Dept. Expense	91554082 Supplies Water Tank	U.S. Bank	
1080	45222875	29.75	MFPD03302022	03/30/2022	404538 · Software	45222875 Sling Scheduling program	U.S. Bank	
1080	93390846	29.74	MFPD03302022	03/30/2022	404180 · Maint Building & Improvements	93390846 Homedep	U.S. Bank	
1080	22056486	13.93	MFPD03302022	03/30/2022	404220 · Memberships	22056486 AMZN monthly fee	U.S. Bank	
1080	32435059	49.99	MFPD03302022	03/30/2022	404040 · Telephone Co. Vendor Payments	32435059 ATTWireless internet	U.S. Bank	
1080	85106642	346.80	MFPD03302022	03/30/2022	404700 · Utilities	85106642 PG&E	U.S. Bank	
1080	24000018	18.43	MFPD03302022	03/30/2022	404161 · Ven Maint. Parts Direct Charge	24000018 Hardware store Shop supplis	U.S. Bank	
1080	24000026	68.85	MFPD03302022	03/30/2022	404460 · Equip. Small tools & Instrument	24000026Hardware Chain for saw	U.S. Bank	
1080	17291497	515.00	MFPD03302022	03/30/2022	404040 · Telephone Co. Vendor Payments	17291497 ATT Buss Phone	U.S. Bank	
1080	20232473	14.99	MFPD03302022	03/30/2022	404040 · Telephone Co. Vendor Payments	20232473 Zoom	U.S. Bank	
1080	16259619	3.99	MFPD03302022	03/30/2022	404538 · Software	16259619 Aplus File storage	U.S. Bank	
1080	62575681	-13.93		03/30/2022	404220 · Memberships	62575681 Amzn switch to free acct	U.S. Bank	
1080	25178198	137.41	MFPD03302022	03/30/2022	404085 · Refuse Disposal	25178198 EDC Disposal	U.S. Bank	
1080	71783585	7.00	MFPD03302022	03/30/2022	404040 · Telephone Co. Vendor Payments	71783585 FreeConf call	U.S. Bank	
1080	3222022	37.72	MFPD03302022	03/30/2022	404260 - Office Expense	3222022 Calcard late fee	U.S. Bank	
		<u>8083.49</u>						

Mar 30, 22

Mosquito Fire Protection District Bills for All Vendors

April 1, 2022
Split

Name	Num	Amount	Terms	Date		Name Address	Memo
10938	43012022	90.00	MFPD04012022	04/01/2022	404040 · Telephone Co. Vendor Payments	Action computers	43012022 Hieu Email Fix r&r grant
3400	368381	172.60	MFPD04012022	04/01/2022	404180 · Maint Building & Improvements	Aramark	368381 Aramark Shop towels
341	55960	92.85	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Burton's Fire Inc.	55960 special Halogen lightbulb
341	55652	37.83	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Burton's Fire Inc.	55652 Burtons 0-400 Gauge
3267	20220824	52440.00	MFPD04012022	04/01/2022	303060 · Workers' Compensation Employer	FASIS	20220824 Fasis Payroll Audit Adj
4660	39632022	1396.50	MFPD04012022	04/01/2022	404313 · Legal Services	Girard & Edwards Attorneys at L	39632022 Girards Legal counsel
4660	39642022	449.50	MFPD04012022	04/01/2022	404313 · Legal Services	Girard & Edwards Attorneys at L	39642022 Girard Legal Counsel JV
7859	69882022	513.94	MFPD04012022	04/01/2022	404700 · Utilities	Hunts Propane Services	69882022 Hunts Propane
0024	144382	16546.16	MFPD04012022	04/01/2022	404100 · Insurance Premium	ISU Insurance	144382 ISU Insurance #2
10457	60680322	750.00	MFPD04012022	04/01/2022	303040 · Health Insurance	Jack Rosevear	60680322 J. Rosevear Reimb. Health Ins.
10457	94332022	46.95	MFPD04012022	04/01/2022	404180 · Maint Building & Improvements	Jack Rosevear	94332022 Reimb. Homedep Light fixtures
229	29986	301.24	MFPD04012022	04/01/2022	404700 · Utilities	Kamps Propane	29986 Kamps Propane East tank
229	29981	372.95	MFPD04012022	04/01/2022	404700 · Utilities	Kamps Propane	29981 Kamps Propane West tank
11789	117890331	42.00	MFPD04012022	04/01/2022	404500 · Special Dept. Expense	Kyle Caudle	117890331 Kyle C. Livscan Reimb
514	574945	94.65	MFPD04012022	04/01/2022	606040 · 606040 Equipment	L. N. Curtis & Sons	574945 LN Curtis Hose part
59	437478	7.03	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Riebes Auto Parts 59	437478 Napa Riebes Car wash
59	417529	72.17	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Riebes Auto Parts 59	417529 Napa parts Alternator
59	417723	7.03	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Riebes Auto Parts 59	417723 Napa Gorilla glue
59	417322	114.05	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Riebes Auto Parts 59	417322 Napa Oil
59	417305	432.62	MFPD04012022	04/01/2022	404161 · Veh Maint. Parts Direct Charge	Riebes Auto Parts 59	417305 Napa Fleet oil & filters
		<u>73980.07</u>					

Apr 1, 22

Purchasing and Procurement

215.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the purchasing and procurement of goods and services.

215.2 POLICY

It is the policy of the district to conduct purchasing and procurement in an efficient, cost-effective and transparent manner consistent with federal, state, and local laws, rules, and requirements in order to protect the integrity of the district and maintain public trust.

215.3 PURCHASING COORDINATOR

The Fire Chief may designate a member to coordinate district purchases. The member's responsibilities would include:

- (a) Remaining familiar with and updating District purchasing policy and procedures.
- (b) Obtaining authorization from the Fire Chief or the authorized designee for each purchase.
- (c) Reviewing proposed purchases to determine the most appropriate method of procurement.
- (d) If the procurement method selected is one other than competitive bidding, documenting why another method was selected.
- (e) Assisting other members involved with the purchasing and procurement of goods or services in following purchasing requirements and rules applicable to the method of procurement.
- (f) Forwarding all contracts and purchase orders to the Fire Chief or the authorized designee for review, approval, and execution.

215.4 AUTHORITY

The District's Board of Directors authorizes the Fire Chief, or a person appointed by the Fire Chief, the authority to purchase, negotiate to purchase or contract for goods, or services, supplies or equipment as necessary for the function and operation for the District. As the purchasing agent for the Fire Chief. If designated, the Purchasing Coordinator must respect and adhere to this chain of authority.

Anyone who orders goods or services without adhering to this authority and following the **205 Purchasing and Procurement Procedure**, may be held financially responsible for payment.

215.5 OPEN AND FAIR COMPETITION

Open and Fair competition is a best practice to ensure that all items are procured at a good value. Providing the same purchasing information, (product requirements, terms and conditions,

Mosquito Fire Protection District

Policy Manual

Purchasing and Procurement

equivalent brand options, etc.) to all vendors fosters a fair and competitive purchasing process that will benefit the District and maintain positive vendor relationships.

Sole or Single Sourcing should only be done after careful market research and a written determination that no other vendor/brand could possibly provide the benefit and value required. Only the Fire Chief holds the authority for Sole or Single Source procurement.

215.6 INTEGRITY AND CONFIDENTIALITY

Interactions among District members who are granted purchasing authority and their interactions with vendors will be performed with professionalism, courtesy, integrity and confidentiality at all times.

215.7 REVIEWS

The Fire Chief shall review purchasing and procurement activities annually to ensure compliance with the District's own policies and procedures.

Purchasing and Procurement

205.1 PURPOSE AND SCOPE

This document provides procedures for purchasing and procuring goods and services used by the District.

205.2 AUTHORITY

The District's Board of Directors authorizes the Fire Chief, or a person delegated by the Fire Chief, the authority to purchase, negotiate to purchase or contract for goods and services as necessary for the function and operation of the District. Without a formal delegation in writing, the District is not obligated to pay invoices or make reimbursements for any expenses.

California Government Code 54201, grants authority for a District to establish its own purchasing policies and procedures but then must abide by them. Anyone involved in purchasing for the District will do so in a professional and ethical manner, shall comply with this Purchasing Procedure and adhere to **215 Purchasing Policy**.

205.3 DEFINITIONS

- (a) Micro Purchases – No PO is required and typically are executed with a credit card or personal reimbursement.
- (b) Proposal or Quote - The written offer of a vendor to furnish and/or deliver specific items, or perform work or services for a specific price. Verbal quotes must still be documented by the Purchasing Agent and include description of item(s), vendor's contact information, price and terms.
- (c) Public Procurement or Similar Agency Contract – An existing state, federal, county or local public agency purchasing contract that can be used by other similar agencies like special districts.
- (d) Purchase Order (PO) – A binding contract to order and pay for goods or services. Other than Micro Purchases, a PO should be used for all purchasing and must be aligned with the associated vendor quote.
- (e) Purchasing Agent - The Fire Chief, or person appointed by the Fire Chief, acting within the scope of delegated authority to make purchases on behalf of the District.
- (f) Request for Proposal (RFP) – A document used to gather information about services such as construction, maintenance, or legal advice from potential contractors. They are typically more complicated than an RFQ as they request proposal information beyond just price.
- (g) Request for Quote (RFQ) – A document used to gather pricing information of goods from potential vendor which contains specific information (requirements), such as product type, specifications, and the number of goods to order.
- (h) Single Source Procurement - A Single Source Procurement is one in which two or more vendors can supply the goods or services, but the District selects one vendor over the

Mosquito Fire Protection District

Procedure Manual

Purchasing and Procurement

others for reasons such as expertise or previous experience with similar contracts. #The circumstances and rationale for Single Source Procurement must be documented.

- (i) Sole Source Procurement - A sole source procurement is one where there is only one vendor capable of providing goods or services, and therefore it is not possible to obtain a competitive offer. The circumstances and rationale for Sole Source Procurement must be documented.
- (j) Technically Acceptable Offer – A vendor's proposal or quote which meets all of the purchasing requirements without compromising the quality of that purchase.
- (k) Vendor - An individual, firm, corporation, or representative, who could deliver goods and services to be purchased.

205.4 PURCHASE ORDERS

With the exception of credit card or cash reimbursement purchases, all goods and services shall be ordered with an approved Purchase Order. A well-prepared Purchase Order (PO) given to the vendor is the best practice to obtain goods and services in a controlled, authorized, and trackable method. The PO is an order to the vendor and shall include all items, quantities, freight, sales tax, payment terms, complete vendor name, address, telephone number, Vendor ID and any other information that may be required to explicitly document the purchasing event.

205.5 PURCHASE RECEIVING

When goods and services are received, staff must use the PO to verify the receipt of all items delivered and then print their name, sign and date the PO where specified. Missing or damaged goods must also be noted on the PO. Any packing list shall also be verified with the delivery and then physically attached to the PO. Documenting the receipt of all goods and services in this manner is required before the District can issue payment for any vendor invoices.

205.6 RETURNS AND INCOMPLETE DELIVERIES

If a delivery includes any missing, damaged or pending items that are needed to complete a PO, it must be brought immediately to the attention of the Fire Chief. If any items purchased on a PO are returned, documentation must be attached to the PO detailing what, why, when and by whom it was returned.

205.7 CREDIT CARD OR CASH PURCHASES REQUIRING REIMBURSEMENT

Some situations may require that personal funds be used at the time goods or services are provided. These situations are exceptions to the normal purchasing procedures, and shall be reimbursed under the following conditions:

- (a) Expenditure of personal funds must have prior approval of the Fire Chief
- (b) All receipts shall clearly indicate the related goods or services
- (c) All receipts must be immediately submitted to the District for reimbursement

Mosquito Fire Protection District

Procedure Manual

Purchasing and Procurement

205.8 SOLE/SINGLE SOURCE PROCUREMENT AND EMERGENCY PURCHASES

Both Sole Source and Single Source procurements are when a specific vendor or brand is specified, without allowing other vendors to provide a quote for a comparable equivalent product. Only the Fire Chief holds the authority for Sole Source and Single Source procurement decisions.

Under emergency circumstances, the Fire Chief may authorize purchases without proper competition provided he makes a declaration of the need and timing in writing.

Justifications for all Sole and Single Source Purchases which would otherwise require formal purchasing procedures, shall be fully documented and submitted to the Board of Directors before the purchase is executed. Justification for Emergency Purchases shall be submitted to the Board of Directors at the next regularly scheduled Board meeting.

205.9 PUBLIC PROCUREMENT OR SIMILAR AGENCY CONTRACT

In some situations, there may be a similar public agency that has already completed a competitive purchasing process for the item needed and has established the most acceptable vendor contract. If that contract is recent enough and the vendor and agency are agreeable, that Similar Agency Contract may be used to make purchases without performing another competitive purchasing process by this District.

Similar Agency Contracts may be used to make purchases without executing a competitive purchasing process, provided that:

- (a) The contract is reviewed by MFPD to verify the agency performed a competitive purchasing process with the same rigor as that described in this procedure.
- (b) The vendor is authorized to sell the exact item as stated in the contract, including all terms and conditions included in the contract.

When a Similar Agency Contract is used, the following steps shall be taken.

- (a) The vendor quote must include the similar agency's contract number.
- (b) Requirements for Purchase Orders as stated in the contract, shall be adhered to.
- (c) A copy of the Similar Agency Contract is included in the file with the Purchase Order.

205.10 METHOD DETERMINATION

The Purchasing Agent shall determine if the purchase is subject to the requirements for competitive purchasing. If the purchase meets the threshold for competitive purchasing, follow the Competitive Purchasing Process. If the purchase does not require competitive purchasing, follow the Purchasing Guideline.

Purchasing Thresholds and Methods

Up to \$9,999	Purchasing Guideline
\$10,000 to \$24,999.99	Competitive Purchase Process Required
\$25,000 or more	Competitive Purchase Process Required with Advertising

Mosquito Fire Protection District

Procedure Manual

Purchasing and Procurement

Purchases which are exempt from the Competitive Purchasing Process usually include but are not limited to:

- (a) Sole or Single Source Procurements
- (b) Emergency purchases
- (c) Cooperative purchasing agreements
- (d) Public Procurement or Similar Agency Contracts

205.11 PURCHASING GUIDELINE - LESS THAN \$10,000

For purchases less than the \$10,000 threshold, the Purchasing Agent is still encouraged to follow this standard guideline.

- (a) Document the requirements for the goods or services to be purchased
- (b) Compile a list of qualified vendors
- (c) Issue the requirements to the list of vendors
- (d) Ensure that the required number of vendor responses are received and that they include:
 - Quantity and cost including delivery and terms if applicable
 - Specific details relating to the type and quality of goods/services
 - Date and location of delivery
- (e) Review the vendor responses with the Fire Chief to determine those that are Technically Acceptable.
- (f) If the number of vendor responses is fewer than recommended, the Purchasing Agent shall document the attempts made to obtain quotes. The Purchasing Agent and the Fire Chief shall then review the available responses and decide whether or not to accept one of the quotes (see Sole Source) or reject all of the quotes and recanvass potential suppliers.
- (g) The purchase will be made with the vendor who offered the lowest, Technically Acceptable Offer.

205.12 COMPETITIVE PURCHASING PROCESS – \$10,000 OR MORE

Based on the Purchasing Thresholds and Methods table above, the following process shall be performed by the Purchasing Agent to complete a formal Competitive Purchasing Process.

- (a) Create the appropriate RFQ or RFP, detailing specific requirements for the goods or services to be purchased
- (b) Compile a list of qualified vendors
- (c) Issue the RFQ or RFP to the list of vendors

Mosquito Fire Protection District

Procedure Manual

Purchasing and Procurement

- (d) Advertising - When required, public notices that advertise the RFQ or RFP shall be published on the District website and at the Fire Station, not less than two weeks prior to the closing deadline. Advertising in other public media (newspapers, trade journals, etc.) to solicit additional vendors may also be beneficial, but is not required.
- (e) Ensure that at least 3 vendor responses are received and that they include:
 - Quantity and cost including delivery and terms if applicable
 - Specific details relating to the type and quality of goods/services
 - Date and location of delivery
- (a) Review the vendor responses with the Fire Chief to determine those that are Technically Acceptable.
- (b) If the number of vendor responses is fewer than recommended, the Purchasing Agent shall document the attempts made to obtain quotes. The Purchasing Agent and the Fire Chief shall then review the available responses and decide whether or not to accept one of the quotes (see Sole Source) or reject all of the quotes and recanvass potential suppliers.
- (c) The purchase will be made with the vendor who offered the lowest, Technically Acceptable Offer.

205.13 INITIAL STEPS

Intentionally blank until section removed

205.14 PURCHASES EXEMPT FROM STATE OR LOCAL COMPETITIVE BIDDING LAW, REGULATION, OR ORDINANCE

Intentionally blank until section removed

205.14.1 PROCESS FOR PURCHASING GOODS AND SERVICES EXEMPT FROM COMPETITIVE BIDDING PROCESS

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205.15 REQUESTS FOR COMPETITIVE BIDS

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205.16 CORRESPONDING PROCEDURES

Fixed Asset Management

Health Insurance Portability and Accountability Act (HIPAA) Training

609.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure all members receive proper training in recognizing and handling Protected Health Information (PHI), as set forth in the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (42 USC § 201 and 45 CFR 164.530).

609.1.1 DEFINITIONS

Definitions related to this policy include:

Health information - Information, whether oral or recorded in any form or medium, that is created or received by a health care provider, health plan or employer and relates to a person's past, present or future physical or mental health or condition, or past, present or future payment for the provision of health care (45 CFR 160.103).

Individually identifiable health information - Health information, including demographic information, created or received by a covered entity or employer that relates an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, that can either identify the individual or provide a reasonable basis to believe the information can be used to identify the individual (45 CFR 160).

Protected Health Information (PHI) - Individually identifiable health information that is created or received by a covered entity or employer. Information is protected whether it is in writing, in an electronic medium or is communicated orally (45 CFR 160).

609.2 POLICY

It is the policy of the Mosquito Fire Protection District to provide HIPAA privacy training to all members as necessary and appropriate for their duties, and to apply appropriate sanctions against members who violate the privacy policies and procedures (45 CFR 164.530(b) and 45 CFR 164.530(e)).

It is also the policy of the District that no member shall be retaliated or discriminated against for filing a complaint about violations of the HIPAA regulations (45 CFR 164.530(g)).

609.3 TRAINING REQUIREMENTS

To ensure confidentiality and compliance with the HIPAA regulations, the District shall provide training to all members likely to have access to PHI. The training shall be completed for all newly hired members prior to them being allowed access to PHI. Training for all current members shall also occur any time material changes are made to the district's privacy policies and procedures.

Mosquito Fire Protection District

Policy Manual

Health Insurance Portability and Accountability Act (HIPAA) Training

The Training Officer shall be responsible for establishing a periodic schedule for retraining and a method of ensuring that all members acknowledge receipt of all HIPAA training (45 CFR 164.530(b)).

Training should include a review of the:

- (a) District's statutory obligations imposed by HIPAA.
- (b) Patient Medical Record Security and Privacy Policy , including a thorough treatment of the security procedures the District uses to protect written and electronic health information.
- (c) Methods and procedures to be used during the collection of PHI.
- (d) HIPAA-imposed statutory limitations on the dissemination of PHI to the family members of patients.
- (e) Proper procedures when responding to media requests for information regarding incidents at which the District provided medical services.
- (f) Procedures for the secure destruction of written instruments containing PHI, including handwritten field notes, pre-hospital care records or other documents containing PHI.
- (g) Approved method for transferring PHI to receiving hospitals or other receiving medical facilities.
- (h) Photography and Electronic Imaging Policy as it pertains to PHI.
- (i) District's procedures for protecting employee health information.

609.4 TRAINING RECORDS

The Training Division shall be responsible for maintaining the records of all HIPAA-related training for all members for six years (45 CFR 164.530(j)).

Patient Medical Record Security and Privacy

803.1 PURPOSE AND SCOPE

The purpose of this policy is to establish appropriate administrative, technical, and physical safeguards for patient medical records and to provide reasonable safeguards against prohibited uses and disclosures of protected health information (PHI) in accordance with federal and state law, to include the following:

- Health Insurance Portability and Accountability Act (HIPAA) (42 USC § 201 et seq.)
- California Confidentiality of Medical Information Act (CMIA) (Civil Code § 56 et seq.)
- Health and Safety Code § 1797.220
- Health and Safety Code § 1798

803.1.1 DEFINITIONS

Definitions related to this policy include:

Health information - Any information, whether oral or recorded in any form or medium, that is created or received by the District and relates to a person's past, present, or future physical or mental health or condition, or past, present, or future payment for the provision of health care to a person (45 CFR 160.103).

Individually identifiable health information - Health information, including demographic information, created or received by the District that relates to an individual's past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to an individual that can either identify the individual or provide a reasonable basis to believe the information can be used to identify the individual (45 CFR 160.103).

Limited data set - PHI that excludes the following direct identifiers of an individual or of relatives, employers, or household members of the individual (45 CFR 164.514(e)):

- Names
- Postal address information, other than town or city, state, and zip code
- Telephone or fax numbers
- Email addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers

Mosquito Fire Protection District

Policy Manual

Patient Medical Record Security and Privacy

- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full-face photographic images and/or any comparable images

Patient medical records - District records or data containing any information identifying a patient.

Protected health information (PHI) - Individually identifiable health information that is created or received by the District. Information is protected whether it is in writing, in an electronic form, or communicated orally (45 CFR 160.103).

Protected personal information (PPI) - Information that includes but is not limited to PHI, pictures or other forms of voice or image recording, patient address, telephone numbers, Social Security number, date of birth, age, or any other information that could be reasonably used to uniquely identify the patient or that could result in identity theft if released for unauthorized purposes or to unauthorized personnel.

803.2 POLICY

It is the policy of the District to reasonably safeguard PHI and comply with the HIPAA and the implementing regulations through the use of policy and procedures, system access security and passwords, and limited physical access to hard copy files (45 CFR 164.530(c)).

803.3 RESPONSIBILITIES

Members shall protect the security, confidentiality, and privacy of all patient medical records in their custody at all times.

Possessing, releasing, or distributing PPI, including for unauthorized purposes, is prohibited and may violate the HIPAA and/or other applicable laws. Members who have not received district training on the proper handling of these records shall not access patient medical records.

Members with occupational access to patient medical records shall be trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy and shall reasonably ensure that no unauthorized person shall have access to PHI without the valid authorization of the patient, except as provided by law (45 CFR 164.530(b); 45 CFR 164.512; Welfare and Institutions Code § 5328(24)).

803.4 PRIVACY OFFICER

The Fire Chief shall designate a privacy officer who is responsible for all matters relating to the privacy of patient medical information, including PHI. The privacy officer shall (45 CFR 164.530):

- (a) Identify who may have access to PPI and PHI.

Mosquito Fire Protection District

Policy Manual

Patient Medical Record Security and Privacy

- (b) Resolve complaints under the HIPAA.
- (c) Mitigate to the extent practicable any harmful effects known to the District regarding any use or disclosure of PHI in violation of this policy or the HIPAA regulations.
- (d) Ensure members are trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy.
- (e) Ensure technical and physical safeguards are implemented to maintain security and confidentiality of PHI and to allow access to PHI only to those persons or software programs that have been granted access rights.

803.5 PROCEDURE

Records containing PHI or PPI, including Pre-Hospital Care Reports (PCRs), shall be kept out of view unless the report is being completed during an incident, during transfer of care, during input of information into the National Fire Incident Reporting System (NFIRS), or during processing or review at Mosquito Fire Protection District facilities by authorized personnel (45 CFR 164.530(c)).

803.6 SECURITY

All patient records containing PHI or PPI shall be kept secure at all times whether the record is in written, verbal, electronic, or any other visual or audible format (45 CFR 164.306(a)).

Documents provided by a patient or caregiver will receive the same level of confidentiality and security as district records during the time district personnel retain possession of the documents.

No patient record, including documents and electronic images containing PHI, shall be visible to the public.

803.6.1 ELECTRONIC PHI SECURITY

All computer workstations and servers within the District shall require appropriate security measures, such as user identification and login passwords, to access electronic documents, including electronic PHI (45 CFR 164.308(a)(5)).

Members with access to electronic data shall lock their workstations when left unattended and shall shut down their workstations when leaving for the day to prevent unauthorized access to electronic PHI (45 CFR 164.310; 45 CFR 164.312).

Remote access to district computer workstations requires that appropriate security measures be provided for access to PHI (45 CFR 164.312).

PHI may be transmitted electronically, provided the transmission occurs through a secure process that allows end-to-end authentication and the recipient is authorized to receive the information. Electronic transmission consists of email, file transfer protocol, internet web posting, and any configurable data stream. End-to-end authentication is accomplished when the electronic referral does not leave a secure network environment and the recipient is known, or when encryption and authentication measures are used between sender and recipient, thus verifying full receipt by

Mosquito Fire Protection District

Policy Manual

Patient Medical Record Security and Privacy

the recipient. Any electronic PHI traveling outside a secure network environment, via the internet, requires encryption and authentication measures (45 CFR 164.312(e)).

803.6.2 HARD COPIES

Hard copies of PCRs shall be kept in a secured area when unattended by authorized personnel. An area of the District is considered unattended when members are physically outside of the area and unable to maintain record security. This includes but is not limited to breaks, lunch, and meetings outside the District.

Hard copies of PCRs should be stored in a locked area whenever practicable for ease of record retention and retrieval.

Patient records shall not be removed from the District without express authorization from the Custodian of Records.

803.7 PHI RECORD REQUESTS

The following procedures apply to PHI record requests:

- (a) Requests and subpoenas for copies of patient records shall be processed by the Custodian of Records.
- (b) The Custodian of Records or the authorized designee shall not release records containing PHI without a properly completed authorization to release medical records that is signed by the patient or legal representative of the patient.
 1. Verification that the person completing the authorization is the patient or the legal representative of the patient shall be made with government-issued identification and documentation (45 CFR 164.508(c)).
- (c) Unless the request for records is from the patient or the parent of a minor patient, PHI shall be redacted from the record. A photocopy of the record shall be distributed to the requestor.
- (d) Requests for records via a valid subpoena do not require that PHI be redacted.
- (e) Fulfilled records requests shall be placed in a sealed envelope for release to the requestor.
- (f) A full copy of the valid subpoena or authorization to release medical records form shall be maintained in the file with the PCR.

803.7.1 PROHIBITED DISCLOSURES OF PHI AND PPI

The District shall not use or disclose PHI or PPI without authorization. Prohibited disclosures include any form of communication, except as permitted in this policy, including but not limited to (45 CFR 160.103):

- (a) PHI or PPI contained in email or other forms of written communication.
- (b) Sharing of PHI or PPI on any website, blog, or other form of social or public media.
- (c) Verbal discussions.

Mosquito Fire Protection District

Policy Manual

Patient Medical Record Security and Privacy

- (d) The use of any imaging device capable of capturing and storing still or moving images, such as digital or other cameras, video cameras, cellular telephones with picture-taking or video-recording capability, or any other device with picture-taking or video-recording capability, while engaged in patient care, while at the scene of a medical emergency or hospital, or at any time when such use could reasonably be expected to result in the inappropriate capture of PHI or PPI.

803.7.2 PERMITTED DISCLOSURES OF PHI AND PPI

The Custodian of Records may release records containing PHI or PPI without authorization from the patient under any of the following circumstances:

- (a) For the district's use to carry out treatment, payment, or health care operations (45 CFR 164.506)
- (b) Where the PHI is requested pursuant to a valid subpoena or court order (45 CFR 164.512(e))
- (c) Where the PHI is part of a limited data set (45 CFR 164.514(e))
- (d) Where the PHI is used for public health activities authorized by law, including when the information is necessary to report child abuse or neglect (45 CFR 164.512(b))
- (e) Where the PHI is disclosed to a government authority because the person is believed to be a victim of abuse, neglect, or domestic violence (45 CFR 164.512(c))
- (f) To law enforcement as provided in this policy (45 CFR 164.512(f))
- (g) Where the District believes that disclosure of the information is necessary to avert a serious threat to the health or safety of a person or the public (45 CFR 164.512(j))
- (h) Where the PHI is required for workers' compensation purposes (45 CFR 164.512(l))

803.7.3 REQUIRED DISCLOSURES

The District must disclose PHI when:

- (a) The PHI is requested by and provided to the individual to whom the PHI belongs (45 CFR 164.502(a)(2)).
- (b) The information is required by the U.S. Secretary of Health and Human Services to investigate compliance with HIPAA (45 CFR 164.502(a)(2)).

803.7.4 SUBPOENAS

Records containing PHI or PPI will be disclosed only if one of the following is present (45 CFR 164.512(e)(1)):

- (a) A court order or subpoena signed (or stamped) by a judge that requires no additional assurances or notification to the individual whose records are requested.
- (b) A subpoena or discovery order signed by an attorney which requires additional proof of service that written notification has been given to the individual whose records are requested. In such a case, the subpoena or discovery order must be accompanied by one of the following:
 1. A qualified protective order.

Mosquito Fire Protection District

Policy Manual

Patient Medical Record Security and Privacy

2. A notice to consumer (Code of Civil Procedure § 1985.3) or a declaration by the requesting party showing that reasonable efforts have been made to ensure that notice has been provided to the individual whose records are being requested.
 - (a) No records relating to the person named in the notice will be produced until the time to respond to the notice has lapsed and no objections to the production of the materials requested have been made. If a notice to consumer is not provided, the declaration must establish that:
 1. The requesting party has made a good faith effort to provide written notice to the individual.
 2. The notice includes sufficient information about the litigation or proceeding for which the PHI is requested to allow the individual to raise an objection.
 3. The time for the individual to raise objections to the court or tribunal has elapsed.
 4. No objections were filed or all objections have been resolved.
 - (b) In lieu of a declaration, records may be released if there is a court order or a stipulation by the parties to the litigation that both (45 CFR 164.512(e)(1)(v)):
 1. Prohibits the parties from using or disclosing the PHI for any purpose other than the litigation or proceeding for which such information was requested.
 2. Requires the return to the District or destruction of the PHI (including all copies made) at the end of the litigation or proceeding.

803.7.5 RELEASE OF PHI TO LAW ENFORCEMENT

The release of PHI to a law enforcement agency is permitted under the following circumstances:

- (a) In response to a law enforcement officer who completes the district's release of PHI to law enforcement form and requires the PHI (45 CFR 164.512(f)(1)):
 1. To report certain types of wounds or other physical injuries.
 2. In compliance with a court order or court-ordered warrant, subpoena, or summons, a grand jury subpoena, or an administrative request.
- (b) In response to a law enforcement officer who completes the district's release of PHI to law enforcement form for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person. In such a case, the District may only disclose the following PHI (45 CFR 164.512(f)(2)):
 1. Name and address
 2. Date and place of birth
 3. Social Security number
 4. ABO blood type and Rh factor

Mosquito Fire Protection District

Policy Manual

Patient Medical Record Security and Privacy

5. The character and extent of injuries
6. Date and time of treatment
7. Date and time of death, if applicable
8. A description of distinguishing physical characteristics

803.8 INDIVIDUAL RIGHTS

The privacy officer is responsible for ensuring the District complies with all of the following rights of patients:

- (a) The right to request restrictions on certain uses and disclosures of PHI (45 CFR 164.522(a))
- (b) The right to receive their PHI confidentially (45 CFR 164.522(b))
- (c) The right to inspect and copy their PHI (45 CFR 164.524)
- (d) The right to request amendments to their PHI (45 CFR 164.526)
- (e) The right to receive an account of disclosures of PHI (45 CFR 164.528)

803.8.1 PHI AMENDMENT REQUESTS

Patients have the right to review their PHI records and, if necessary, request that amendments be made. A patient must make a request in writing to have his/her medical record amended. Included in the request must be the patient's account of the incident and what specific amendment is being requested (45 CFR 164.526(b)(1)).

The privacy officer has the authority to deny the request for amendment where the PHI (45 CFR 164.526(a)(2)):

- (a) Was not created by the District.
- (b) Is not part of the designated record.
- (c) Is not available for inspection by the requestor pursuant to 45 CFR 164.524.
- (d) Is accurate and complete.

Within 60 days of receipt of the request for amendment, the privacy officer must provide the basis for its denial in writing or, in the case that the request is approved, provide notice of approval (45 CFR 164.526(b)(2)).

The time for response may be extended for up to 30 days with a written statement to the requestor identifying the reasons for the delay and the date by which the action will be completed (45 CFR 164.526(b)(2)).



MOSQUITO FIRE PROTECTION DISTRICT

8801 ROCK CREEK ROAD

PLACERVILLE, CA 95667

(530) 626-9017

Fax (530) 626-3240

Chief's Report March-April 2022

Calls for Service: March 21-April 21

Chimney Fire- 1

Fire Alarm- 2

Medical Aid- 6

Smoke Check- 1

Public Assist- 1

The Fire District was pleased and honored to host a community meeting for the new bridge construction, presented by the El Dorado County Department of Transportation. The meeting was Thursday April 21st at 6:00pm. This project has been in the planning phases for many years, but it is not a reality until now, thanks to confirmed Federal Funding with a successful bid process. Details of the information gathered from the meeting will be provided on the Fire District's website and social media. Much appreciation to our firefighters and Support Group who provided a BBQ meal for our residents prior to the meeting.

The Fire District will be coordinating a Community Evacuation Drill on Saturday June 11th at 12:00pm. The airport and surrounding areas of Dyer and Trout lakes will be used to stage residents, vehicles and possibly large animals (large animal rescue volunteers will be present and testing procedures). In the event of fire, time will of the essence for safe evacuation. Our simulation tests the Department's standard operating procedures and presumes the Mosquito Bridge is closed (due to new bridge construction). After the drill there will be a fire safety event hosted by SCPOA and the Mosquito Fire Safe Council (lunch provided). Fire District trucks and equipment will be there for demonstrations, displays and hands-on activities for kids.

Recent storms have been a welcome relief for dangerously dry vegetation. As the rainfall diminishes and we have warmer temperatures, native grasses will dry out and the burn season will soon be over. It will be important to get your burning done safely as soon as possible. Please follow all burn permit requirements, which can be obtained on-line. The Fire District does not issue burn permits, which are under the jurisdiction of Cal Fire and El Dorado County Air Quality District. Burn piles 4'x 4' or smaller, obtain a burn permit at <https://burnpermit@fire.ca.gov>. For larger burn piles obtain a permit at <https://www.edcgov.us/government/airqualitymanagement/burn-permit-application>. Burn barrels are not allowed. Always call or check our website to see if it's a burn day before proceeding.

Cal Fire will be continue vegetation management inspections in our community next month. They will be out enforcing defensible space regulations around homes (30-100 foot clearance). The purpose of the inspections are educational but they do have the option to issue warning and citations.

I reported last month about El Dorado Hills FD doing defensible space inspections in our District. After discussion with El Dorado Hills FD and the County, they will not be inspecting, considering Cal Fire has already been working with our residents on the same inspections. Our District will handle the County vegetation complaints (under the County's "Good Neighbor" ordinance) and work with residents to gain compliance. We did this last year and will continue this year, in close coordination with the County.

Emergency Medical Responder training (80 hrs.) will be scheduled to begin in March. We will have six Department volunteers taking the class, along with people off the Hill, who have registered through the hired instructor. This will give us additional personnel to respond and assist with medical emergencies.

Wildland season will soon be here and we are actively focusing all training on firefighting preparedness. Our OES engine (4613) will return to Station 75 Friday April 22nd after months being away getting repaired (supply chain issues with parts). We have been successful in adding additional firefighter graduates the wildland academy, created, and organized by a Pioneer FD firefighter. The academy is recognized by the Folsom Lake College and County ROP fire training programs.

We will receive brand new Scott breathing apparatus within the next few weeks. The regional FEMA Assistance to Firefighter grant (Mosquito, Pioneer, Georgetown) will pay for full replacement of our breathing apparatus and air masks. There was approximately \$9,500 in excess grant money from the funds assigned to us, which will purchase a turnout extractor (washing machine) and additional radio pagers for our volunteers. A special thanks to the Pioneer Fire District for writing and sponsoring this very important grant. Our current breathing apparatus, purchased reconditioned last year, will be used as backup and training. All of our current breathing apparatus parts and pieces are compatible with the new units coming in. The new units were purchased through the Cal Fire contract with the Scott breathing apparatus vendor. Scott breathing apparatus is now with all El Dorado County west slope fire districts.

The Fire District will be conducting annual fire safety inspections on all non-residential hangers at the airport. The purpose is fire safety education/awareness, firefighter safety and pre-fire planning. Please contact me to schedule an inspection, at your convenience, if you own or rent a hanger.

We continue to seek interest from the Community for those interesting in CERT training. CERT basic training consists of approximately 30 hours of basic disaster preparedness training delivered in a flexible format over several months. Those taking the training will be much better prepared for emergency and disaster situations at home and elsewhere. Additional training will be available for those who wish to expand their knowledge and become certified volunteer responders to emergency incidents. If this interests you and would like to learn more, please contact me or Fire Director Wayne Gregson (wgregson@mfpd.us).

The District is seeking volunteers of all types. If you have the desire to contribute your skills and talents to help your community, we definitely have a place for you. Please visit our website, www.mfpd.us.

Fire District staff is fully committed to our Community. We stand ready to assist our residents with any needs they may have, to prepare, support and provide the most up to date information. Please call us at 530- 626-9017 or stop by the station.

This concludes my report. I will continue to update our projects and report progress. We appreciate the great support we receive from the Community and its commitment to being prepared. If you have any questions or suggestions, please call me at the fire station (530-626-9017) or email me at jrosevear@mfpd.us.

Upcoming Events:

Tuesday April 26- MFPD Firefighter Training- 6pm- Station 75

Thursday April 28- Fire Board Meeting- 7pm- Station 75

Saturday April 30- Preliminary Budget Workshop- 10am at Station 75

Tuesday May 3- MFPD Firefighter Training- 6pm- Station 75

Thursday May 5- MVFA Monthly Board Meeting- 3pm- Station 75

Saturday May 7- Support Group Monthly Training- 10am- Station 75

Tuesday May 10- MFPD Firefighter Training- 6pm- Station 75

Tuesday May 17- MFPD Firefighter Training- 6pm- Station 75

Tuesday May 24- MFPD Firefighter Training- 6pm- Station 75

Thursday May 26- Fire Board Meeting- 7pm- Station 75

Saturday June 4- MVFA Yard Sale- 10am- Station 75

Saturday June 11- Community Evacuation Drill- 12pm- Airport area
Fire Safety Event- 2pm- Dyer Lake

Jack Rosevear, Chief

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on April 28, 2022, between the **Mosquito Fire Protection District** (“District”) and **SCI Consulting Group** (“Consultant” or “SCI”), a California Corporation, who agree as follows:

1. Scope of Work (“Work”).

- a. Consultant shall assist the District with an inflationary adjustment of their fire impact fee program.
- b. Consultant shall prepare an Annual Report and Five-Year Findings Report for FY 2022-23 for the District’s fire impact fee program that will comply with the reporting requirements of the Mitigation Fee Act (Government Code Section 66000 et seq.).
- c. Consultant shall prepare the draft resolutions and notice of public hearing for 1a and 1b.
- d. Consultant shall be the District liaison with El Dorado County for approval of the inflationary adjustment and Five-Year Findings Report.
- e. At the request of the District, the Consultant shall present the reports to the District Board of Directors and the El Dorado County Board of Supervisors.
- f. Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. Payment.

- a. In exchange for the Work, District shall pay to Consultant a fee for completed Work in the amount of \$2,750. Out-of-scope services and in-person meetings shall be billed at the hourly billing rate of \$210. Travel for attending in-person meetings shall be billed at 50% of the hourly billing rate. Customary incidental expenses including travel, postage, notice publication on behalf of the District shall be billed as incurred and shall not exceed \$500 without prior authorization from the District. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District.
- b. At the completion of each phase of Work, Consultant shall submit to District an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.

5. **Insurance.**

a. **Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim

b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name District, its officers and employees as additional insureds regarding liability arising out of the Work.

c. **Proof of Insurance.** Upon request, Consultant shall provide to District proof of insurance.

6. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by willful misconduct of or by Consultant or its employees, agents and subcontractors.

7. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

8. **Independent Contractor.** Consultant's relationship to District is that of an independent contractor.

- 9. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.
- 10. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 11. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 13. **Default.** In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.
- 14. **Cancellation.** District or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by Consultant through the date of the notification of cancellation.
- 15. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

Accepted:

Accepted:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mosquito Fire Protection District
Budget 2021 -2022
 July 2021 through June 2022

	Approved Budget Feb	Adjusted Budget March	Notes
Income			
0001 Carry Over	139,506.00	139,506.00	
0100 · Prop Tax Curr Secured	162,684.00	162,684.00	
0110 · Prop Tax Curr Unsecured	2,772.00	2,772.00	
0120 · Prop Tax Prior Unsecured	0.00	0.00	
0130 · Unsecured Prop Tax Prior	100.00	100.00	
0140- Supplemental Taxes	4,500.00	4,500.00	
0150- Supplemental Prior	300.00	300.00	
1175 · Special Tax Direct Assessments	188,700.00	188,700.00	
0360- Penalties	3,000.00	3,000.00	
0430 · Development Fee	0.00	0.00	
4400 · Rev Intrest	6,000.00	6,000.00	
0820 · ST Homeowner Prop Tax relief	1,220.00	1,220.00	
0880 Other	6,000.00	6,000.00	
1060- FEMA Grants	198,660.00	198,660.00	
1128 Federal: USDA (Strike Team)	209,000.00	209,000.00	
1321 Transfer from Reserves (Allocated)	0.00	0.00	
1350 Transfer from Reserves (Unallocated)	0.00	0.00	
1744 Misc Inspections or Services	325.00	325.00	
1940 Misc Revenue	68,821.00	79,281.00	\$10,610- personnel, volunteer uniform expenses, SCPOA Fuel Reimb.
1942 Misc Reimbursement	41,546.00	41,546.00	
Total Income	1,033,134.00	1,043,594.00	
Gross Profit	1,033,134.00	1,043,594.00	
Expense			
300000 · Salaries and Employee Benefit	163,561.00	163,561.00	
303000 · Perm Employees/Elect Official	78,015.00	78,015.00	
303001 · Temporary Employees	70,000.00	70,000.00	
303002 · Overtime	159,423.00	159,423.00	
303004 · Strike team	4,867.00	4,867.00	
303020 · Retirement	21,468.00	26,468.00	\$5,000 extra expense from 2020 fire season
303021 · O.A.S.D.I.	5,575.00	7,075.00	\$1,500 extra expense from 2020 fire season
303022 · Medi Care	0.00	0.00	
303030 · Vacation, Sick, Holiday	9,000.00	9,000.00	
303040 · Health Insurance	14,966.00	14,966.00	
303041 · Unemployment Insurance Employer	84,681.00	84,681.00	
303060 · Workers' Compensation Employer	611,556.00	618,056.00	
Total 300000 · Salaries and Employee Benefit	611,556.00	618,056.00	

Mosquito Fire Protection District
Budget 2021 -2022
July 2021 through June 2022

	Approved Budget Feb	Adjusted Budget March	Notes
400000 · Services and Supplies			
404021 · Fire Turnouts	50,000.00	50,000.00	
404022 · Uniforms	9,500.00	12,000.00	\$2,500 additional cost for new volunteer firefighters
404040 · Telephone Co. Vendor Payments	4,500.00	4,500.00	
404042 Radio Vendor Payments	500.00	500.00	
404043 · Dispatch Fees-Contract	3,000.00	3,000.00	
404060 · Food & Food Products	260.00	260.00	
404080 · Household Expense-Station Supplies	350.00	350.00	
404083 Laundry	600.00	600.00	
404084 Expendable Equipment	50.00	50.00	
404085 · Refuse Disposal	1,400.00	1,400.00	
404100 · Insurance Premium	17,139.00	33,685.00	From Contingency balance to cover 16,546.16 payment
404140 · Maint. Equipment	2,800.00	2,800.00	
404142 * Maint. Comm Equipment	600.00	600.00	
404144 · Maint. Computer System/Software	500.00	500.00	
404145 · Maint. Equipment Parts	200.00	200.00	
404160 · Veh. Maint. Service Contract	15,000.00	15,000.00	
404161 · Veh Maint. Parts Direct Charge	7,000.00	7,000.00	
404164 · Veh Maint. Tires & Tubes	6,121.00	6,121.00	
404180 · Maint Building & Improvements	7,800.00	7,800.00	
404183 · Maint. Grounds	200.00	200.00	
404197 Maint Building Supplies	300.00	300.00	
404200 · Medical, Dental & Lab Supplies	11,500.00	11,500.00	
404220 · Memberships	2,250.00	2,250.00	
404260 · Office Expense	2,500.00	2,500.00	
404261 · Postage	390.00	390.00	
404263 · Subscription Newspaper Journals	200.00	200.00	
404300 · Professional & Specialized Serv	6,000.00	6,000.00	
404304 * Agency fee County/ Lafco	300.00	300.00	
404305 · Audit & Accounting Services	7,000.00	7,000.00	
404313 · Legal Services	39,437.00	39,437.00	
404324 · Medical Dental Lab	2,000.00	2,000.00	
404335 * Election Dept Services	4,705.00	4,705.00	
404400 · Publications & Legal Notices	400.00	400.00	
404460 · Equip. Small tools & Instrument	11,912.00	11,912.00	
404463 · Equipment Telephone Radio	1,000.00	1,000.00	
404500 · Special Dept. Expense	33,864.00	33,864.00	
404502 · Educational Materials	5,510.00	5,510.00	

Mosquito Fire Protection District
Budget 2021 -2022
July 2021 through June 2022

	Approved Budget Feb	Adjusted Budget March	Notes
404507 · Fire & Safety Supplies	4,000.00	4,000.00	
404538 · Software	2,250.00	2,250.00	
404539 Software License	250.00	250.00	
404600 * Transportation & Travel	2,206.00	2,206.00	
404602 * Mileage Employee Private auto	3,112.00	3,112.00	
404606 · Fuel Purchases	16,109.00	17,569.00	\$1610 SCPOA Fuel Reimbursement (\$150 other rebate)
404609 · Staff Development	17,618.00	17,618.00	
404700 · Utilities	10,500.00	10,500.00	
Total 400000 · Services and Supplies	312,833.00	333,339.00	
600000 · Fixed Assets			
606020 · Buildings & Grounds	38,000.00	38,000.00	
606040 · 606040 Equipment	25,787.00	25,787.00	
Total 600000 · Fixed Assets	63,787.00	63,787.00	
7700 · Contingency			
Total Expense	44,958.00	28,412.00	\$16,546 to Insurance Payment (6 months)
	1,033,134.00	1,043,594.00	

FY 2021-2022 MQT Budget Adjustments/Transfer Summary- 3/28/22

From Sub-Object	Amount		To Sub-Object	Revenue Source or Realign
1940 Misc Revenue	\$5,000	➤	3021 OASDI Employer Share	SSD 2020 Fire Incidents
1940 Misc Revenue	\$1,500	➤	3022 Medicare Employer Share	SSD 2020 Fire Incidents
7700 Contingency	\$ 1,086.00	➤	3043 Deferred Comp	Employee Payout 2020
1940 Misc Revenue	\$ 2,500.00	➤	4022 Uniforms	R&R Grant Reimbursements
7700 Contingency	\$ 16,546.00	➤	4100 Insurance Premium	Insurance Policy Increase
1940 Misc Revenue	\$ 1,610.00	➤	4606 Fuel	SCPOA Reimbursement
		➤		
		➤		
		➤		
		➤		
		➤		
		➤		
		➤		
		➤		
		➤		
		➤		
		➤		