

Board of Directors Meeting Thursday, August 26, 2021 – 7:00 PM Mosquito FPD Station 75 8801 Rock Creek Road Placerville, Ca. 96557

AGENDA

| Item | Presenter |
|--|------------|
| 1. Call to Order. | C. Persico |
| In order to ensure compliance with federal and state guidance regarding large gatherings and | |
| in accordance with State of California Executive Order N-29-20, to provide the public with the | |
| opportunity to provide comments to the Board, the Board is providing a call in number (please | |
| see below). The chair will call for public comment. When you hear the item called that you | |
| wish to comment on, please indicate your wish to comment, await the notification that you may | |
| comment. You may speak for three minutes or as otherwise provided by the Board Chair. While speaking, please reduce any background noise to ensure that your comments can be | |
| heard. | |
| neard. | |
| Topic: MFPD Board Meeting 2021 August 26 | |
| Time: August 26, 2021 07:00 PM Pacific Time (US and Canada) | |
| Join Zoom Meeting | |
| https://zoom.us/j/8685165316?pwd=Mkd3WEtjNFpaTUZLVmFic0Q3dmNNUT09 | |
| Meeting ID: 868 516 5316 | |
| Passcode: 223344 | |
| One tap mobile | |
| +16699006833,,8685165316#,,,,*223344# US (San Jose) | |
| +12532158782,,8685165316#,,,,*223344# US (Tacoma) | |
| Dial by your location | |
| +1 669 900 6833 US (San Jose) | |
| +1 253 215 8782 US (Tacoma) | |
| +1 346 248 7799 US (Houston) | |
| +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) | |
| +1 312 626 6799 US (Chicago) | |
| Meeting ID: 868 516 5316 | |
| Passcode: 223344 | |
| Find your local number: https://zoom.us/u/abBOFN2Go | |
| 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 | |
| 2. Roll Call & Quorum announced. | C. Persico |
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| 3. Pledge of Allegiance. | C. Persico |
|--|-------------|
| 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. | |
| 5. ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR 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. | C. Persico |
| 6. CONSENT CALENDAR | |
| 6.1 Approval of Expenditures; Expenses 2021 Jun 28 | |
| 6.2 Approval of Expenditures; Expenses 2021 Jun 29 | |
| 6.3 Approval of Expenditures; Expenses 2021 Jul 05 | |
| 6.4 Approval of Expenditures; Expenses 2021 Aug 12 | |
| 6.5 Approval of Expenditures; Expenses 2021 Aug 17 | |
| 7. Approval of Minutes: | |
| 7.1 Minutes Jul 22, 2021 | |
| 8. Chief's Report | J. Rosevear |
| 9. <u>Issue Items</u> | |
| 9.1 Selection of Board Director | C. Persico |
| 9.2 Approval of changes to the 21-22 Preliminary Budget | J Rosevear |
| 9.3 Status of MFA Reorganization and possible lifting of Moratorium | C. Persico |
| 9.4 FEMA SAFER Recruitment and Retention Grant Update | C. Persico |
| 9.5 Strike Team Revenues and Expenditures review. Discussion of Impact on Reserve Accounts. | C. Persico |
| 9.6 Closing the Books on the SSD Program MFPD <<08/26/2021>> Page 2 of 30 | C. Persico |

| 9.7 | Updates/Changes to Policy 100, Policy 102, Policy 103 and Code of Ethics | J. Rosevear |
|--------|---|-------------|
| 9.8 | Approval of Laboratory Services Agreement with Marshall Hospital | J. Rosevear |
| | | |
| 10. Di | rector's Comments. | |
| | ending Agenda Items: Directors may propose agenda items for future pard meetings. | |
| 12. Ad | ljourn | |
| | | |

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

June 28, 2021

| | Name | Num | Amount | Terms | Date | Split | Memo | Name Address |
|------------|------|-----------|---------|--------------|------------|--|--------------------------------------|--------------|
| Jun 28, 21 | | | | | · <u> </u> | | | |
| | 1080 | 93530382 | 10.79 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | 93530382 HomDep lightbulbs | U.S. Bank |
| | 1080 | 93530390 | 21.88 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | 93530390 HomDep Cleaners& supplies | U.S. Bank |
| | 1080 | 817005998 | 160.00 | MFPD06282021 | 06/28/2021 | 404300 · Professional & Specialized Serv | 817005998 Microsoft | U.S. Bank |
| | 1080 | 813013045 | 30.00 | MFPD06282021 | 06/28/2021 | 404300 · Professional & Specialized Serv | 813013045 Microsoft | U.S. Bank |
| | 1080 | 815014868 | 30.00 | MFPD06282021 | 06/28/2021 | 404300 · Professional & Specialized Serv | 815014868 Microsoft | U.S. Bank |
| | 1080 | 2052137 | 8.99 | MFPD06282021 | 06/28/2021 | 404060 · Food & Food Products | 2052137 Costco Coffee | U.S. Bank |
| | 1080 | 9000068 | 140.00 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | True Value Rental Stump grinder | U.S. Bank |
| | 1080 | 90000105 | -65.00 | | 06/28/2021 | 404180 · Maint Building & Improvements | 90000105 True Value Refund | U.S. Bank |
| | 1080 | 39139020 | 226.10 | MFPD06282021 | 06/28/2021 | 404162 · Veh Maint. Supplies | 39139020 Service C7500 | U.S. Bank |
| | 1080 | 67359066 | 2.99 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | 67359066 Fuel tools | U.S. Bank |
| | 1080 | 35081089 | 19.69 | MFPD06282021 | 06/28/2021 | 404260 · Office Expense | Officemax Printer Paper | U.S. Bank |
| | 1080 | 17500081 | 3.00 | MFPD06282021 | 06/28/2021 | 404260 · Office Expense | Wayne Locksmith New Key | U.S. Bank |
| | 1080 | 52044951 | 78.27 | MFPD06282021 | 06/28/2021 | 404200 · Medical, Dental & Lab Supplies | 52044951 AMZN First aid gear | U.S. Bank |
| | 1080 | 92338906 | 5.38 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | 92338906 Homedep pest control | U.S. Bank |
| | 1080 | 68084175 | 49.32 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | 68084175 Snake Grabber E75 | U.S. Bank |
| | 1080 | 446291784 | 7.00 | MFPD06282021 | 06/28/2021 | 404040 · Telephone Co. Vendor Payments | 446291784 Freeconf call | U.S. Bank |
| | 1080 | 305068234 | 13.93 | MFPD06282021 | 06/28/2021 | 404220 · Memberships | 305068234 Amzn Prime fee | U.S. Bank |
| | 1080 | 5964397 | 384.57 | MFPD06282021 | 06/28/2021 | 404700 · Utilities | 5964397 PG&E | U.S. Bank |
| | 1080 | 966614924 | 39.99 | MFPD06282021 | 06/28/2021 | 404040 · Telephone Co. Vendor Payments | 966614924 ATT Wireless | U.S. Bank |
| | 1080 | 167421797 | 122.00 | MFPD06282021 | 06/28/2021 | 404400 · Publications & Legal Notices | 167421797 Indeed Job posting | U.S. Bank |
| | 1080 | 395292155 | 383.28 | MFPD06282021 | 06/28/2021 | 404040 · Telephone Co. Vendor Payments | 395292155 ATT Business phone | U.S. Bank |
| | 1080 | 56315947 | 14.99 | MFPD06282021 | 06/28/2021 | 404040 · Telephone Co. Vendor Payments | 56315947 Zoom | U.S. Bank |
| | 1080 | 354546608 | 3.99 | MFPD06282021 | 06/28/2021 | 404538 · Software | 354546608 Aplus Archive | U.S. Bank |
| | 1080 | 750927583 | 43.93 | MFPD06282021 | 06/28/2021 | 404180 · Maint Building & Improvements | 750927583 Walmart office supplies | U.S. Bank |
| | 1080 | 198848850 | 130.22 | MFPD06282021 | 06/28/2021 | 404085 · Refuse Disposal | 198848850 Disposal Svc | U.S. Bank |
| | 1080 | 699448675 | 7.00 | MFPD06282021 | 06/28/2021 | 404040 · Telephone Co. Vendor Payments | 699448675 Freeconference call | U.S. Bank |
| | 1080 | 658068696 | 1222.02 | MFPD06282021 | 06/28/2021 | 404021 · Fire Turnouts | 658068696 Supply Cache VFA 50/50 | U.S. Bank |
| | 1080 | 658318067 | 192.69 | MFPD06282021 | 06/28/2021 | 404460 · Equip. Small tools & Instrument | 658318067 Cascade Fire 50/50 grant | U.S. Bank |
| | 1080 | 792313316 | 44.92 | MFPD06282021 | 06/28/2021 | 404460 · Equip. Small tools & Instrument | Toolboxsupply Sure Sharp 50/50 grant | U.S. Bank |
| Jun 28, 21 | | | 3331.94 | | | | | |

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

June 28, 2021

| _ | Name | Num | Amount | Terms | Date | Split | Memo | Name Address |
|------------|-------|-----------|---------|--------------|------------|--|-------------------------------------|---------------------------|
| Jun 29, 21 | | | | | | | | |
| | 11307 | 106789 | 254.39 | MFPD06292021 | 06/29/2021 | 404022 Services and Supplies | 106789 Cascade pantsUniform | Devin Hern |
| | 11319 | 6252121 | 769.70 | MFPD06292021 | 06/29/2021 | 404463 Equip Parts Radio | Reese W Reimb Radio Parts Repeater | Reese D Willer |
| | 2425 | 435611 | 23.18 | MFPD06292021 | 06/29/2021 | 404022 Uniforms | 435611 Adv Gear L.Moore r&R grant | Advantage Gear |
| | 2425 | 438921 | 37.48 | MFPD06292021 | 06/29/2021 | 404022 Uniforms | 438921 Adv Gear Stetler r&r grant | Advantage Gear |
| | 3400 | 600128187 | 142.87 | MFPD06292021 | 06/29/2021 | 404180 · Maint Building & Improvements | 600128187 Aramark shop towels | Aramark |
| | 514 | 498399 | 209.68 | MFPD06292021 | 06/29/2021 | 404460 Small Tools | 498399 LN Curtis Hose Valves E75 | LN Curtis |
| | 7334 | 10470 | 98.75 | MFPD06292021 | 06/29/2021 | 404500 Special Dept Expense | 10470 David collado Logo Website | MFPD Petty Cash |
| | 7334 | 613013 | 15.00 | MFPD06292021 | 06/29/2021 | 404180 · Maint Building & Improvements | Chris Baker Reimb Social Media | MFPD Petty Cash |
| | 7334 | 10011222 | 21.00 | MFPD06292021 | 06/29/2021 | 404300 Profesional & specilized Serv. | Luke Zaro Reimb Live Scan r&r grant | MFPD Petty Cash |
| | 7334 | 10022021 | 21.00 | MFPD06292021 | 06/29/2021 | 404300 Profesional & specilized Serv. | C. Keeton Reimb Livescan r&r grant | MFPD Petty Cash |
| | 9954 | 11572021 | 240.00 | MFPD06292021 | 06/29/2021 | 404160 Vehicle Maint. Service | 11572021 WT75 Valve Repair | RR Heavy Equipment Repair |
| | 3267 | 20210929 | 734.16 | MFPD06292021 | 06/29/2021 | 404324 Medical Dental Lab | 20210929 FASIS EAP | FASIS EAP |
| | | | 2567.21 | | | | | |

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Jul 5, 21

Mosquito Fire Protection District Bills for All Vendors

July 5, 2021 Name Num Amount Terms Date Name Address Memo Jul 5, 21 3400 170379 142.87 MFPD07052021 07/05/2021 404180 · Maint Building & Improvements Aramark 170379 Aramark Shop towels 39 12130 1275.00 MFPD07052021 07/05/2021 404220 · Memberships CA State Firefighter's Assoc 12130 CSFA membership 544 115835 3018.11 MFPD07052021 07/05/2021 404022 · Uniforms Cascade Fire Equipment Cascade Turnouts r&r grant 48 29412021 200.00 MFPD07052021 07/05/2021 404220 · Memberships Fire Districts Association of Ca FDAC membership 21-22 1567 33332021 3705.00 MFPD07052021 07/05/2021 404300 · Professional & Specialized Serv Lexipol LLC 33332021 Lexipol 21-22 Policies

8340.98

Mosquito Fire Protection District Bills for All Vendors

| | Name | Num | Amount | Terms | Date | Split | Name Address | Memo |
|------------------|------|----------|----------|--------------|------------|---|--------------|----------------------------|
| Jul '21 - Jun 22 | | | | | | | | |
| | 3267 | 20220290 | 7,448.00 | MFPD08122021 | 08/12/2021 | 303060 · Workers' Compensation Employer | FASIS | FASIS Work. Comp. 21-22 Q1 |
| Jul '21 - Jun 22 | | | 7,448.00 | | | | | |

Mosquito Fire Protection District Bills for All Vendors

July 2021 through June 2022

| | Name | Num | Amount | Terms | Date | Split | Name Address | Memo |
|------------------|-------|----------|----------|--------------|------------|---|---------------------------------|---|
| Jul '21 - Jun 22 | | | | | | | | |
| | 2425 | 447281 | 18.18 | MFPD08172021 | 08/17/2021 | 404022 · Uniforms | Advantage Gear, Inc | 447281 Adv. Gear E. Keith |
| | 2425 | 445071 | 130.74 | MFPD08172021 | 08/17/2021 | 404022 · Uniforms | Advantage Gear, Inc | 445071 Adv. Gear E. Stetler |
| | 2425 | 445261 | 238.04 | MFPD08172021 | 08/17/2021 | 404022 · Uniforms | Advantage Gear, Inc | 445261 Adv. Gear D. Stetler |
| | 2425 | 446131 | 406.37 | MFPD08172021 | 08/17/2021 | 404022 · Uniforms | Advantage Gear, Inc | 446131 Adv. Gear D. Cutter |
| | 559 | 233333 | 1727.42 | MFPD08172021 | 08/17/2021 | 404021 · Fire Turnouts | ALLSTAR Fire Equipment | 233333 Allstar Nomex coats |
| | 10022 | 14362021 | 1436.91 | MFPD08172021 | 08/17/2021 | 404609 · Staff Development | Brian Morris | Reimb. Paramedic Textbooks B. Morris |
| | 442 | 56569 | 409.70 | MFPD08172021 | 08/17/2021 | 404022 · Uniforms | California Custom Tees | 56569 Ca Custom T-shirt order |
| | 4513 | 1207510 | 87.24 | MFPD08172021 | 08/17/2021 | 404600 · Transportation & Travel | David Stetler | Reimb Fuel Tennant Fire D. Stetler |
| | 4660 | 3535 | 3574.50 | MFPD08172021 | 08/17/2021 | 404313 · Legal Services | Girard & Edwards Attorneys at L | 3535 Girard Attny. Legal Counsel |
| | 4941 | 39752021 | 2706.94 | MFPD08172021 | 08/17/2021 | 404606 · Fuel Purchases | Hunt & Sons | 39752021 HUnts Bulk Fuel |
| | 4951 | 2069869 | 637.40 | MFPD08172021 | 08/17/2021 | 404260 · Office Expense | Inland Business Systems | 2069869 Inland copier printer |
| | 0024 | 13963 | 209.00 | MFPD08172021 | 08/17/2021 | 404100 · Insurance Premium | ISU Insurance | Type 6 Vehicle OES |
| | 10457 | 23572021 | 173.60 | MFPD08172021 | 08/17/2021 | 404600 · Transportation & Travel | Jack Rosevear | Strike Team Transport Miles REimb OES |
| | 10457 | 60680721 | 750.00 | MFPD08172021 | 08/17/2021 | 303040 · Health Insurance | Jack Rosevear | 60680721 Medical Reimb. Rosevear |
| | 514 | 502128 | 230.53 | MFPD08172021 | 08/17/2021 | 404022 · Uniforms | L. N. Curtis & Sons | 502128 LN Curtis Boots M. Lugo |
| | 4974 | 93202021 | 93.80 | MFPD08172021 | 08/17/2021 | 404400 · Publications & Legal Notices | Mountain Democrat | Mt. Democrat Legal Notice Prop 4 budget |
| | 59 | 382893 | 7.03 | MFPD08172021 | 08/17/2021 | 404161 · Veh Maint. Parts Direct Charge | Riebes Auto Parts 59 | 382893 Riebes Purple Car wash |
| | 59 | 386284 | 28.69 | MFPD08172021 | 08/17/2021 | 404161 · Veh Maint. Parts Direct Charge | Riebes Auto Parts 59 | 386284 Riebes Truck wash |
| | 2737 | 506476 | 4120.48 | MFPD08172021 | 08/17/2021 | 404164 · Veh Maint. Tires & Tubes | Sierra Nevada Tire & Wheel | 506476 Tires WT75 |
| | 2737 | 507318 | 1329.28 | MFPD08172021 | 08/17/2021 | 404164 · Veh Maint. Tires & Tubes | Sierra Nevada Tire & Wheel | 507318 Tires Eng75 |
| Jul '21 - Jun 22 | | | 18315.85 | | | | | |

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Board of Directors Meeting Thursday, July 22, 2021 – 7:00 PM Mosquito FPD Station 75 8801 Rock Creek Road Placerville, Ca. 96557

MINUTES

| Item | Presenter |
|---|------------|
| 1. Call to Order. 7 PM In order to ensure compliance with federal and state guidance regarding large gatherings and in accordance with State of California Executive Order N-29-20, to provide the public with the opportunity to provide comments to the Board, the Board is providing a call in number (please see below). The chair will call for public comment. When you hear the item called that you wish to comment on, please indicate your wish to comment, await the notification that you may comment. You may speak for three minutes or as otherwise provided by the Board Chair. While speaking, please reduce any background noise to ensure that your comments can be heard. | C. Persico |
| Topic: MFPD Board Meeting 2021 July 22 Time: July 22, 2021 07:00 PM Pacific Time (US and Canada) | |
| Join Zoom Meeting https://zoom.us/j/8685165316?pwd=Mkd3WEtjNFpaTUZLVmFic0Q3dmNNUT09 | |
| Meeting ID: 868 516 5316 Passcode: 223344 One tap mobile +16699006833,,8685165316#,,,,*223344# US (San Jose) +12532158782,,8685165316#,,,,*223344# US (Tacoma) | |
| Dial by your location +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) Meeting ID: 868 516 5316 Passcode: 223344 Find your local number: https://zoom.us/u/abBOFN2Go | |
| 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 | |
| 2. Roll Call & Quorum announced. Present Directors Persico, Gregson, Pullin and Young. MFPD <<08/26/2021>> Page 9 of 30 We have quorum. | C. Persico |

| 3. Pledge of Allegiance. | C. Persico |
|---|-------------|
| | |
| 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. From a community member: a special thank you to former Board Director Barbara Mikel and her husband Wayne Mikel for the 20+ years of volunteer work for the MFPD and the community. | |
| 5. ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR 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. Motion to approve Agenda with amendment to move Item 9.9 to before Item 9.1, and approval of Consent Calendar by Director Persico, second by Director Young. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | C. Persico |
| 6. CONSENT CALENDAR | |
| 6.1 Approval of Expanditures: Expanses 2021 June 21 | |
| 6.1 Approval of Expenditures; Expenses 2021 June 21 | |
| 6.2 Approval of Expenditures; Expenses 2021 June 22 | |
| 6.3 Approval of Expenditures; Expenses 2021 June 24 | |
| 6.4 Approval of Expenditures; Expenses 2021 June 25 | |
| 6.5 Approval of Expenditures; Expenses 2021 June 26 | |
| 7. Approval of Minutes: | |
| 7.1 Minutes Jun 24, 2021. <i>Motion to approve by Director Persico, second by Director Gregson. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0</i> | |
| 7.2 Minutes Special Meetings; June 28, 2021 June 29, 2021 June 30, 2021 July 01, 2021. Motion to approve minutes of Special Meetings by Director Persico, second by Director Pullin. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | |
| 8. <u>Chief's Report</u> | J. Rosevear |
| 9. <u>Issue Items</u> | |
| 9.9 MFPD <<08/26/2021>> Page 10 of 30 Accept CA Fire Foundation Grant Award. <i>Motion to accept the Grant award by</i> | |

| | Director Persico, second by Director Pullin. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | C. Persico |
|--------|---|-------------|
| 9.1 | MFPD Goals for FY 2021-2022. Motion to approve by Director Persico, second by Director Pullin. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | C. Persico |
| 9.2 | Special Tax Increase Election – Update and formation of Citizen's Committee. Motion to approve by Director Persico, second by Director Pullin. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | C. Persico |
| 9.3 | MFPD Board Director Vacancy – Process and timeline. <i>Motion to approve by Director Persico</i> , second by Director Pullin. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | C. Persico |
| 9.4 | Purchase of property. Tabled until the November Board meeting. | C. Persico |
| 9.5 | Update Social Media and Website. No action taken. | W. Gregson |
| 9.6 | Management Discussion and Analysis for FY 2020-21 Audit. No Action taken. | C. Persico |
| 9.7 | Updates/Changes to Policy 2-04- Strike Team Reimbursement and Policy 2-05. Motion to approve Update/change to Policy 2-04 and delete Policy 2-05, by Director Persico, second by Director Young. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0 | J. Rosevear |
| 9.8 | Request to Purchase Firefighting Hose. <i>Motion to approve by Director Persico, second by Director Young. Ayes: Directors Persico, Young, Pullin and Gregson. Noes:0 Abstain:0</i> | J. Rosevear |
| Na | rector's Comments. Director Persico; Repairs are being made to the roads in the tional Forest which will make passage through the National Forest easier than fore. | |
| Вс | ending Agenda Items: Directors may propose agenda items for future pard meetings. Director Young will have item 'Prevention and Inspection by Fire epartment' for the September meeting. | |
| 12. Ac | ljourn. 8:15 PM | |



MOSQUITO FIRE PROTECTION DISTRICT

8801 ROCK CREEK ROAD PLACERVILLE, CA 95667 (530) 626-9017 Fax (530) 626-3240

Chief's Report
July-August 2021

Calls for Service: July 16-August 23

Fires: 1 (OES 4613 assigned to the Dixie Fire- Returned 8/18)

Medical: 5
Public Assist: 1

Fire District personnel are closely monitoring the progress of the Caldor Fire Incident and are ready to respond to evacuation orders if the fire expands to threaten our community. We have recalled OES engine 4613 and its crew from the Dixie Fire to support the defense of our community and the Caldor Incident. We also have the support of our Divide Districts and other local fire agencies to provide immediate response fire engines and water tenders, if needed. While we do not anticipate the fire reaching us, we are prepared and ready to respond.

Further information regarding the fire's status and helpful resources can be found on the MFPD website (mfpd.us) and our social media platforms on Facebook and Next Door.

We encourage residents to leave the area prior to mandatory evacuation orders being issued, especially those who have special needs, children, large animals, etc. Depending on the weather pattern for the day, unsafe levels of smoke and particulates are in the air and will continue, potentially for the next two weeks or longer. For those that stay, we urge you to sign up for the Code Red Program, to receive emergency notifications in the event of evacuation. You can find sign-up information at: <u>EDSO Alert Notification</u>.

Check out our evacuation procedures at:

https://mfpd.us/wp-content/uploads/2021/07/Evac-SOP-June-21-Final.pdf.

The Finnon Lake campground is now closed through Labor Day weekend, due to the Caldor Fire and our evacuation warning status.

The Fire District 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 626-9017 or stop by the station.

Personnel Update:

Firefighter Engineer Brian Morris is currently attending paramedic school. Brian will be funded by a FEMA Assistance to Firefighters Grant, which will cover salary, tuition and replacement of Brian's position while he is

away at school (until 3/16/22). After school is completed, Brian will attend clinical and field training until Fall 2022.

Summary of Current Personnel:

- 2 Full Time- Chief & Captain
- 3 Part Time- FF Engineers, Admin Assistant
- 3 Volunteers- Administration/Grants (1 added)
- 10 Trained Volunteers- Asst Chief, Battalion Chief, Captain, Apparatus Operators, Firefighters

(1 professional FF added)

- 17 Volunteers in Training- Firefighters (5 on board completed- 2 tender operators added)
- 1 Explorer (1 in application)
- 21 Support Group (6 recently added)

Total Community Based: 37 (16 Fire/21 Support)

Grant Update:

On 3/12/21 we submitted our grant request to FEMA for the SAFER program funding for staffing. If awarded, which we are hopeful, the grant would provide the ability for us to fund six full time positions for round the clock staffing for the next 3-4 years. Awards will be announced in September 2021.

SSD/Strike Team Invoice Summary:

Outstanding Invoices: \$47,165

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

This concludes my report. I will continue to update our projects and report progress. There are some exciting months ahead as we develop these programs and attract new people to the District. I 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 (626-9017) or email me at jrosevear@mfpd.us.

Jack Rosevear, Chief

Mosquito Fire Protection District Budget 2021 -2022

| | Pre Edit Amounts | Total for Jul '21 - Jun 22 | Notes |
|--|------------------|---------------------------------------|---|
| Income | | | |
| 0001 . Carry Over | 37,595.00 | 41,716.00 | addition of 4,121 for tire purchase WT75- Board Approved 6/21 |
| 0100 · Prop Tax Curr Secured | 153,894.00 | 153,894.00 | |
| 0110 · Prop Tax Curr Unsecured | 2,810.00 | 2,810.00 | |
| 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 | | |
| 1175 · Special Tax Direct Assessments | 188,000.00 | 188,000.00 | |
| 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 | |
| 0880 . Other | 6,000.00 | I | |
| 1060 . FEMA Grants | 187,660.00 | 228,660.00 | addition of 37,000 Medic Training Grant- 4,000 RR Grant website |
| 1128 Federal: USDA | 110,000.00 | 110,000.00 | |
| 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 | 49,500.00 | | addition of 5,000 for Hose- Lexipol 3,705- Tank Project 1,900 |
| 1942 Misc Reimbursement | 0.00 | - | addition of 14,922 CERT Program Grant |
| Total Income | 750,904.00 | 821,552.00 | |
| Gross Profit | 750,904.00 | 821,552.00 | |
| Expense | | | |
| 300000 · Salaries and Employee Benefit | | | |
| 303000 · Perm Employees/Elect Official | 154,561.00 | · · · · · · · · · · · · · · · · · · · | |
| 303001 · Temporary Employees | 93,015.00 | 113,015.00 | addition of 20,000 Medic School Backstaffing |
| 303002 · Overtime | 10,000.00 | 1 | |
| 303004 · Strike team | 103,600.00 | 1 | |
| 303020 · Retirement | 4,867.00 | · · · · · · · · · · · · · · · · · · · | |
| 303021 · O.A.S.D.I. | 23,868.00 | I | |
| 303022 · Medi Care | 5,575.00 | 1 | |
| 303030 · Vacation, Sick, Holiday | 13,598.00 | I | |
| 303040 · Health Insurance | 18,000.00 | · · · · · · · · · · · · · · · · · · · | |
| 303041 · Unemployment Insurance Employer | 12,896.00 | I | |
| 303060 · Workers' Compensation Employer | 64,500.00 | | |
| Total 300000 · Salaries and Employee Benefit | 504,480.00 | 524,480.00 | , |
| | | | |

Mosquito Fire Protection District Budget 2021 -2022

| | Pre Edit Amounts | Total for Jul '21 - Jun 22 | Notes |
|---|------------------|----------------------------|---|
| 400000 · Services and Supplies | | | |
| 404021 · Fire Turnouts | 40,000.00 | 40,000.00 | |
| 404022 · Uniforms | 9,500.00 | 9,500.00 | |
| 404040 · Telephone Co. Vendor Payments | 4,500.00 | 4,500.00 | |
| 404042 . Radio Vendor Payments | 500.00 | 500.00 | |
| 404043 · Dispatch Fees-Conract | 3,000.00 | 3,000.00 | |
| 404060 · Food & Food Products | 760.00 | 760.00 | |
| 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 | 14,500.00 | 14,500.00 | |
| 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 | 7,200.00 | 7,200.00 | |
| 404161 · Veh Maint. Parts Direct Charge | 2,000.00 | 2,000.00 | |
| 404164 · Veh Maint. Tires & Tubes | 2,000.00 | 6,121.00 | addition of 4,121 WT75 tires |
| 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 | 1,500.00 | 1,500.00 | |
| 404261 · Postage | 390.00 | 390.00 | |
| 404263 · Subscription Newspaper Journals | 200.00 | 200.00 | |
| 404300 · Professional & Specialized Serv | 0.00 | | addition of 2,000 CERT instructors, 4,000 for Website Member Portal |
| 404304 . Agency fee County/ Lafco | 300.00 | 300.00 | |
| 404305 · Audit & Accounting Services | 7,000.00 | 7,000.00 | |
| 404313 · Legal Services | 10,000.00 | 10,000.00 | |
| 404324 · Medical Dental Lab | 2,000.00 | 2,000.00 | |
| 404335 . Election Dept Services | 2,850.00 | 2,850.00 | |
| 404400 · Publications & Legal Notices | 400.00 | 400.00 | |
| 404460 · Equip. Small tools & Instrument | 2,000.00 | | addition of 10,912 CERT program |
| 404463 . Equipment Telephone Radio | 1,000.00 | 1,000.00 | |
| 404500 · Special Dept. Expense | 51,124.00 | | addition of 3,705 Lexipol Subscription- Tank project 1,900 |
| 404502 · Educational Materials | 3,500.00 | 5,510.00 | addition of 2,010 CERT Program |

5:00 PM 03/11/21 Accrual Basis

Mosquito Fire Protection District Budget 2021 -2022

| | Pre Edit Amounts | Total for Jul '21 - Jun 22 | 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 | 0.00 | 0.00 | |
| 404602 . Mileage Employee Private auto | 1,650.00 | 3,112.00 | addition of 1,462 Medic School travel expenses |
| 404606 · Fuel Purchases | 11,000.00 | 11,000.00 | |
| 404609 · Staff Development | 2,000.00 | 17,538.00 | addition of 15,538 Medic School tuition and expense |
| 404700 · Utilities | 10,500.00 | 10,500.00 | |
| Total 400000 · Services and Supplies | 226,424.00 | 272,072.00 | |
| 600000 · Fixed Assets | | | |
| 606020 · Buildings & Grounds | 20,000.00 | 20,000.00 | |
| 606040 · 606040 Equipment | 0.00 | 5,000.00 | addition of 5,000 hose purchase |
| Total 600000 · Fixed Assets | 20,000.00 | 25,000.00 | |
| Total Expense | 750,904.00 | 821,552.00 | |
| Net Income | 0.00 | 0.00 | |

Policy Manual

Fire Service Authority

100.1 PURPOSE AND SCOPE

This policy describes the legal authority of the District and the individual members.

100.2 POLICY

It is the policy of the Mosquito Fire Protection District to limit its members to only exercise the authority granted to them by law.

While the Mosquito Fire Protection District recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercise of their authority, and this district does not tolerate abuse of authority.

The operation of a public fire protection district is governed by State law, the Fire Protection Law of I 1987-Health and Safety Code Sections 13801 through 13999. Most questions that are not covered by this law are governed by other California statutes or the California Administrative Code. Applicable provisions of the Health and Safety Code are hereby made a part of these Policies by the Board of Directors.

100.3 ORGANIZATIONAL POWERS

This district is authorized to perform the following:

- (a) Fire suppression
- (b) Provision of Emergency Medical Services (EMS)
- (c) Investigation of the cause and origin of fires
- (d) Enforcement of the Fire Code.

100.4 FIREFIGHTER POWERS

Firefighters are sworn members of this district and have the following authority:

- (a) Participate in a wide range of emergency and rescue activities, including EMS, extrication and heavy rescue
- (b) Perform fire suppression duties, including the suppression of structural, aircraft, wildland and other types of fires
- (c) Investigate causes of fires
- (d) Collect and preserve evidence when a fire is of a suspicious origin
- (e) Possess peace officer status when serving as a fire investigator or Fire Marshal (Penal Code § 830.37)
- (f) Perform specialty services, including hazardous materials response, technical rescue, water rescue and additional services as authorized by the Fire Chief
- (g) Provide fire code enforcement inspection and plan review services

Policy Manual

Fire Service Authority

(h) Provide public education and fire prevention activities and services

100.5 CONSTITUTIONAL REQUIREMENTS

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States and California Constitutions.

100.6 SUPERVISORY AUTHORITY

Any chief officer may relieve a member under his/her command from duty when, in his/her judgment, an offense committed is sufficiently serious to warrant immediate action. A report of such action shall be made immediately through the appropriate channels to the appropriate Captain, followed by written documentation of the charges, in accordance with district procedures. All such processes shall comply with established rules, regulations and applicable collective bargaining agreements.

Policy Manual

Oath of Office

102.1 PURPOSE AND SCOPE

This policy establishes the oath of office for all sworn personnel of this district.

102.2 OATH OF OFFICE

Upon employment, all sworn personnel shall be required to affirm the oath of office expressing commitment to support and defend the Constitution of the United States and the Constitution of the State of California (California Constitution, Article 20, Section 3 and Government Code § 3102). The oath shall be as follows:

I, [employee name], do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Policy Manual

Policy Manual

103.1 PURPOSE AND SCOPE

The Policy Manual of the Mosquito Fire Protection District is hereby established and shall be referred to as the "Policy Manual." The Policy Manual is a statement of the current policies, rules, and guidelines of this district. All district members are expected to conform to the provisions of this Policy Manual. All prior and existing policies, manuals, orders, and regulations that are in conflict with this Policy Manual are revoked, except to the extent that portions of the existing policies, manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this Policy Manual.

103.2 POLICY

Except where otherwise expressly stated, the provisions of this Policy Manual shall be considered guidelines. It is recognized that fire and rescue work is not always predictable, and circumstances may arise that warrant departure from these guidelines.

It is intended that the provisions of this manual be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this district under the circumstances reasonably available at the time of any incident.

103.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract, nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Mosquito Fire Protection District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials, or members. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The Mosquito Fire Protection District reserves the right to revise any policy content, in whole or in part.

103.2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid, or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state, or federal law, District policy, or collective bargaining agreement, such law, District policy, or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a collective bargaining agreement, the District will seek to resolve the conflict.

103.3 RESPONSIBILITIES

The responsibility for the contents of this Policy Manual rests with the Board of Directors. Since it is not practical for the Board of Directors to prepare and maintain the Policy Manual, the following delegations have been made:

103.3.1 BOARD OF DIRECTORS

The Board of Directors shall be considered the ultimate authority for the adoption of administrative, personnel management and non-operational provisions of this manual and shall continue to issue, as needed, directives that shall modify those provisions of the manual to which they pertain. Any directive so issued shall remain in effect until such time as they may be permanently incorporated into the manual.

103.3.2 FIRE CHIEF

The Fire Chief shall be considered the ultimate authority for the adoption of operational (fire, emergency response) provisions of this manual, including the Procedures Manual and shall continue to issue, as needed, directives that shall modify those provisions of the manual to which they pertain. Any directive so issued shall remain in effect until such time as they may be permanently incorporated into the manual.

103.3.3 STAFF

Staff shall consist of the following:

- Fire Chief
- Assistant Chief
- Battalion Chief
- Captains (Paid and Volunteer)

Staff shall review all recommendations regarding proposed operational changes to the manual and make recommendations to the Fire Chief on final manual changes.

103.3.4 OTHER PERSONNEL

Any member suggesting revision of the contents of the Policy Manual shall forward the suggestion through the chain of command, in writing, to his/her supervisor. The Fire Chief shall appoint a committee consisting of various representatives of all District perspectives, including Board of Directors, Support Group, Officers Group, Administrative Assistant and Mosquito Firefighters Association, for review and input of new policies.

103.4 FORMATTING CONVENTIONS FOR THE POLICY MANUAL

The purpose of this section is to provide examples of abbreviations and definitions used in this manual.

103.4.1 ACCEPTABLE ABBREVIATIONS

The following abbreviations are acceptable substitutions in the manual:

Policy Manual

Policy Manual

Policy Manual sections may be abbreviated as "Section 106.4" or "§ 106.4."

103.4.2 DEFINITIONS

The following words and terms shall have these assigned meanings, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

District - The District of Mosquito Fire Protection District.

Civilian - Members and volunteers who are not sworn employees.

District/MQT - The Mosquito Fire Protection District.

Employee - Any person employed by the District.

Fire Code - The 2018 edition of the International Fire Code as adopted by the State of California and the incorporated California amendments (Health and Safety Code § 18928).

Firefighter/Sworn- Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed, members of the Mosquito Fire Protection District.

Manual - The Mosquito Fire Protection District Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Member - Any person employed or appointed by the Mosquito Fire Protection District, including:

- Full- and part-time employees
- Sworn, appointed firefighters
- Volunteer firefighters
- Civilian employees
- Support Group and CERT volunteers

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The job classification title held by a firefighter.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority regarding hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other district members, directing the work of other members, or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

Policy Manual

Policy Manual

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

103.5 DISTRIBUTION OF THE POLICY MANUAL

A copy of the Policy Manual shall be located in the Station 75 front admin office:

An electronic version of the Policy Manual will be made available on the district network for access by all employees. The electronic version will be limited to viewing and printing specific chapters or sections. No changes shall be made to the electronic version without authorization from the Fire Chief or the authorized designee

103.6 POLICY MANUAL ACCEPTANCE

As a condition of employment, all members are required to read and obtain necessary clarification of this Policy Manual. All are required to sign a statement of receipt acknowledging that they have received a copy or have been provided access to the Policy Manual and understand that they are responsible to read and become familiar with its content.

103.7 REVISIONS TO POLICIES

All members are responsible for keeping abreast of all Policy Manual revisions. All changes to the Policy Manual will be posted on the district Intranet.

The Fire Chief or Captain will forward notice of revisions to the Policy Manual as needed to all personnel via electronic mail. Each member shall acknowledge receipt by return email, review the revisions, and seek clarification as needed.

Each supervisor/manager will ensure that members under his/her command are aware of any Policy Manual revisions.

Policy Manual

MOSQUITO FIRE PROTECTION DISTRICT CODE OF ETHICS

As a member of the Mosquito Fire Protection District, my fundamental duty is to serve the community; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire protection, public safety and community protection.

I will uphold the standards of the District, continually search for new and improved methods and share my knowledge and skills with my contemporaries and successors.

I will not allow personal feelings, nor danger to self, deter me from my responsibilities as a District member.

I will at all times, respect the property and rights of all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.

I recognize my position as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the fire service. I will never use my official position to obtain advantages or favors for myself, my friends or family.

I will constantly strive to achieve the objectives and ideals, dedicating myself to the protection of the Swansboro/Mosquito Community.

As a member of the Mosquito Fire Protection District, I accept this self-imposed and self-enforced obligation as my responsibility.

MOSQUITO FIRE PROTECTION DISTRICT

8801 Rock Creek Road Placerville, CA 95667 (530) 626-9017

Agenda Item Issue Paper

Meeting Date: August 26, 2021

Title: Approve Agreement with Marshall Hospital for Lab Services

Summary:

Attached is an agreement with Marshall Hospital to provide various services our staff may need, including NFPA level entry physicals, required by our FEMA SAFER grant. The services and options offered by Marshall are greater than those offered by our current provider, Shepherd Family Chiropractic (ADM Testing Services). There will be moderate cost increases for volunteer entry level physicals, which will be covered under the grant and in the current budget (\$5,000).

Discussion:

Currently the District has no access to medical services for our staff, including back to work clearance exams. It is important that new entry physical exams are compliant with grant requirements. Vaccinations such as Hepatitis B are OSHA required for firefighters and other vaccinations against contagious disease are recommended and should be offered to our personnel.

For expenses outside of the grant, an evaluation will have to be made of budget impact. We currently have \$13,500 in two budget categories for medical supplies, physicals and testing.

The agreement is not binding or to use any minimum level of service. It establishes a relationship and an account for us to access when needed. The agreement is for one year and automatically renews unless either party gives 30 day notice of termination.

Recommendation:

Approve the agreement as submitted. Authorize Fire Chief to sign the agreement.

Fire Chief

Jack Rosevear

Attachment: Agreement and Cost Sheet

MARSHALL MEDICAL CENTER Laboratory Services Agreement

This AGREEMENT is made and entered into this 1st Day of August, 2021 (the "Effective Date"), by and between MARSHALL MEDICAL CENTER, a California non-profit corporation, ("HOSPITAL") and MOSQUITO FIRE PROTECTION DISTRICT (CLIENT).

- 1. **COVERED SERVICES:** HOSPITAL agrees to provide professional medical services to contracted CLIENT as requested by CLIENT. Additionally, HOSPITAL agrees to provide COVID laboratory testing to CLIENT's employees on an as needed basis.
- **2. REPORTING PROCEDURES:** HOSPITAL shall forward all test results to the fax number listed below. Release of all COVID results will be provided directly to the tested employee.

Fax To: 530-626-3240; Attention: Morgan Lugo

- **3. RATE SCHEDULE:** CLIENT will reimburse HOSPITAL for the collection services at the rate agreed to by the parties and listed on Attachment A. HOSPITAL may adjust rates upon 30 day written notification to CLIENT.
- **4. AVAILABILITY:** HOSPITAL shall be available to provide services, Monday through Friday, 6:00 AM to 5:00 PM excluding holidays, at 681 Main Street, Placerville, CA 95667 and 3581 Palmer Drive, Cameron Park, CA 95682. HOSPITAL is also available to provide services, Monday through Friday 7:00AM to 3:00 PM (closed 12:30-1:00), at 5137 Golden Foothill Parkway, Suite 120, El Dorado Hills, CA 95762, and Georgetown, 6065 State Hwy 193, Georgetown, CA 95634 Tuesday's from 8:00AM to 3:00PM (closed 12:00 1:00).
- 5. LIABILITY COVERAGE: HOSPITAL shall maintain comprehensive professional and general liability insurance coverage. The minimum acceptable professional liability shall be ONE MILLION DOLLARS (1,000,000.00) per occurrence and FIVE MILLION DOLLARS (5,000,000.00) in the aggregate.
- **6. NON-DISCRIMINATION CLAUSE:** HOSPITAL shall not differentiate or discriminate in its provision of Covered Services to employees or applicants because of race, color, national origin, ancestry, religion, sex, martial status, sexual orientation, physical handicap or age.
- 7. MUTUAL INDEMNIFICATION: HOSPITAL and CLIENT shall indemnify and hold harmless the other party from any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including court cost and attorney fees) resulting from or arising from any act or omission of such indemnifying party, or any of its agents, contractors or subcontractors, during the performance of any of the activities provided for in this agreement: provided however, that neither party shall be liable to the other party hereunder for any claim covered by insurance, except to the extent that the liability of such party exceeds a the amount

of such insurance coverage. And this provision shall not be interpreted to reduce any insurance coverage to which the either party would otherwise be entitled in the absence of this provision.

- **8. TERM AND TERMINATION:** The Term of this Agreement shall continue for one year from the effective date and shall be automatically renewed for additional one year Term(s), thereafter, unless terminated by either party with thirty days (30) prior written notice.
- 9. BILLING PROCEDURES: HOSPITAL shall provide an itemized invoice each month for the previous month's services. Invoices will include name(s), dates of service and tests performed. Any questions regarding invoice must be addressed within thirty (30) days. Upon receipt of invoice all payments to HOSPITAL are due within thirty (30) days. A 1.5 % late fee is charged for all invoices outstanding for sixty (60) days.
- 10. ENTIRE AGREEMENT; MODIFICATION WAIVER: This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless agreed to and executed in writing by the parties.
- 11. INDEPENDENT RELATIONSHIP: Nothing in this Agreement is intended to create nor shall it be deemed or constructed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.
- **12. SEVERABILITY:** Should any provision of this agreement be declared or determined to be illegal or invalid, the validity of the remaining clauses, terms, or provisions will not be affected and said illegal or invalid clause, term or provision will be deemed not to be a part of this agreement.
- **13. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- **14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** CLIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, the Privacy, Security, Breach Notification, and Enforcement regulations (collectively, the "HIPAA Rules"), at 45 C.F.R. Part 160 and Part 164, and any other applicable laws and regulations.
- 15. NOTICES AND REMITTANCE: All notices required under this AGREEMENT should be sent postage paid U.S. mail. Mailed notices shall be addressed as set forth below and deemed received after forty-eight (48) hours. Each party may change its address by written notice to the other party.

Attn: Morgan Lugo **Revenue Contracts** 1100 Marshall Way 8801 Rock Creek Rd Placerville, CA 95667 Placerville, CA 95667 REMITTANCE ADDRESS: **INVOICE ADDRESS:** Marshall Medical Center Mosquito Fire Protection District Attn: Sharlyn Fields TAX ID: 94-1450151 8801 Rock Creek Rd PO Box 45680 San Francisco, CA 94145-0680 Placerville, CA 95667 admin75@mfpd.us IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT on the dates indicated below: MARSHALL MEDICAL CENTER **CLIENT** By: By: _____ Name: Name: Date: _____ Date: _____

IF TO: Mosquito Fire Protection District

IF TO:

Marshall Medical Center

Exhibit A Mosquito Fire Protection District Effective: 08/01/2021 Service CPT Charge Notes Clinic Charges DMV DL51 Exam 18-39 Years 99385 \$122.00 DMV DL51 Exam 40-64 Years 99386 \$138.00 DMV DL51 Exam 65+ Years 99387 \$159.00 Individual Health Risk Appraisal 18-39 Years 99395 \$138.00 Individual Health Risk Appraisal 40-64 Years 99396 \$152.00 Individual Health Risk Appraisal 65+ Years 99397 \$161.00 Periodic Medical Evaluation 18-39 Years 99395 \$138.00 Periodic Medical Evaluation 40-64 Years 99396 \$152.00 Periodic Medical Evaluation 65+ Years 99397 \$161.00 Pre-Employment Physical 18-39 Years 99395 \$138.00 Pre-Employment Physical 40-64 Years 99396 \$152.00 Pre-Employment Physical 65+ Years 99397 \$161.00 Return to Duty Medical Examination 18-39 Years 99395 \$138.00 Return to Duty Medical Examination 40-64 Years 99396 \$152.00 Return to Duty Medical Examination 65+ Years 99397 \$161.00 Clinic Ancillary Charges Visual Acuity & peripheral Vision Testing 99173 \$10.00 Audiometry 92551 \$21.00 93000 12 Lead Resting EKG \$48.00 Spirometry 94010 \$57.00 PPD 86580 \$21.00 Нер А 90632 \$74.00 90746 Нер В \$60.00 Stool Occult Screening 82270 \$15.00 Urine Dipstick 81002 \$12.00 TDAP 90715 \$49.00 **Hospital Charges** Drug Panel 9A w/RFLX 80307 \$63.85 Bilirubin 82247 \$40.76 **GGT** 82977 \$79.42 MUMPS 86735 \$66.88 VARICELLA 86787 \$67.93 Rubella 86762 \$67.93 Rubeola 86765 \$67.93 Hepatitis B Surface AB (HBSAB) 86706 \$79.42 HAAB 86709 \$86.74 Nicotine & Mets URN Quant 80323 \$26.18 Kit Collection \$35.00 CBC 85025 \$12.00 C-Reactive Protein: High Sensititivity hsCRP 86141 \$19.00 Chem 14 Panel 80053 \$16.00 Lipid Panel 80061 \$20.00 **PSA** 84153 \$27.00 QuantiFeron 86480 \$84.00 83655/83825/82300/82175 \$48-\$126 *Send Out Test - Fee reflects cost to MMC Urine Heavy Metal Urine Drug Screen includes Alcohol G0479 \$50.00 *Send Out Test - Fee reflects cost to MMC Venipuncture \$18.81 36415 Price does not include the reading fee 71046 charged by Placerville Radiology Chest x-ray 2 views \$86.00 * Price does not include the reading fee 71045 \$86.00 charged by Placerville Radiology Chest x-ray 1 view

| | | | * Price does not include the reading fee |
|--|-------|----------|--|
| Pulmonary Function Test | 94060 | \$321.00 | charged by provider |
| COVID19 Testing | | | |
| MMC Respiratory Virus Panel by PCR | 87631 | \$414.74 | |
| MMC Coronavirus by PCR (Nasopharyngeal Swab) | 87635 | \$80.32 | |
| LabCorp Send Out / (Nasopharyngeal Swab) | 87635 | \$51.31 | |
| Rapid COVID-19 Antigen | 87811 | \$149.44 | |
| Swab Collection Fee | C9803 | \$84.58 | |
| MMC SARS-Cov-2 IgG Blood Test | 86328 | \$95.10 | |
| ARUP Send Out / Covid-19 IgG Blood Test | 86769 | \$33.03 | |
| Venipuncture Fee | 36415 | \$18.81 | |
| | | | |
| *Additional services not listed will be paid at 75% of | | | |

^{**}Please note, the antibody test can only be offered free of charge until the State discontinues the program, at which point, charges for the MMC SARS-Cov-2 IgG Antibody Test will be charged at a rate of \$95.10. Until then, only the venipuncture fee will apply.