



Sonoma County Fire District Board of Directors
Regular Board Agenda
Thursday January 11, 2024 2:00 PM
Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor

The Board meeting agenda and all supporting documents are available for public review at 8200 Old Redwood Highway, Windsor, CA, 72 hours in advance of a scheduled board meeting. Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet, and not otherwise exempt from disclosure, will be made available for public inspection at the District Office at 8200 Old Redwood Hwy, Windsor, during normal business hours and on the website at www.sonomacountyfd.org. Copies of supplemental materials distributed at the Board meeting will be available for public inspection at the meeting location.

In accordance with the Americans with Disabilities Act, anyone needing special assistance to participate in this meeting should contact District Executive Assistant Kathy Washington at the District Office at 707-838-1170. Notification 48-hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

President Treanor

Vice President Klick

Director So

Secretary/Treasurer Briare

Director Tognozzi

Director Hamann

Director Weaver

CLOSED SESSION

1. Anticipated Litigation (one case) (Government Code section 54956.9(b)).

REPORT OUT ON CLOSED SESSION

OPEN TIME FOR PUBLIC EXPRESSION

(Three-minute time limit)

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board consideration may be placed on the agenda for discussion at a future meeting.

AGENDA ADJUSTMENTS

An opportunity for the Board President to approve adjustments to the current agenda.

PRESENTATION

Proclamation to Mrs. Diana Elsbree

SONOMA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION PRESIDENT'S REPORT

An opportunity for the President of the Sonoma County Professional Firefighters Association to address the Board on matters of the Association.



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DIRECTOR REPORTS

An opportunity for Directors to report on their individual activities related to District business.

FIRE CHIEF'S REPORT

Chief Heine will report on District administration and operations.

CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any Director.

1. Approve the minutes from the December 12, 2023 Regular Board of Directors Meeting
2. Approve bills and payables for December 2023.

ACTION ITEMS

1. **RESOLUTION 2024-01 RESOLUTION ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE MARSHAL REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO RECEIVE ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**
The Board will consider adopting Resolution 2024-01, acknowledging receipt of a report made by the Fire Marshal regarding the inspection of certain occupancies required to receive annual inspections in such occupancies pursuant to sections 13146.2 and 13146.3 of the Health and Safety Code.
2. **RESOLUTION 2024-02 SUPPORTING "THE IMPROVED AND ENHANCED LOCAL FIRE PROTECTION, PARAMEDIC SERVICES AND DISASTER RESPONSE INITIATIVE" SUBMITTED TO THE VOTERS OF SONOMA COUNTY AS MEASURE H ON THE MARCH 5, 2024 ELECTION**
The Board will consider adopting Resolution 2024-02, officially supporting Measure H on the March 5, 2024 ballot.
3. **REACH SONOMA COUNTY 1 AIR AMBULANCE AGREEMENT**
The Board will consider approving the Air Ambulance agreement for fire and air ambulance services between REACH Air Medical Services, LLC and the Sonoma County Fire District.
4. **APPROVAL OF JOB DESCRIPTION FOR FINANCIAL ANALYST POSITION, CORRECTION TO ORGANIZATION CHART AND ESTABLISHMENT OF SALARY SCHEDULE FOR FINANCIAL ANALYST**
The Board will consider approving the job description for Financial Analyst, correcting the organizational chart and establish the salary schedule for the Financial Analyst position.
5. **ADOPT UPDATED EMERGENCY MEDICAL SERVICES BILLING, COLLECTION AND WRITE-OFF POLICY**
The Board will consider adopting the updated emergency medical services billing, collection and write-off policy.



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6. APPROVE AGREEMENT FOR FIRST RESPONDER ADVANCED LIFE SUPPORT SERVICES BETWEEN THE CITY OF SANTA ROSA AND THE SONOMA COUNTY FIRE DISTRICT

The Board will consider approving the agreement for first responder advanced life support services between the City of Santa Rosa and the Sonoma County Fire District.

7. APPROVE AND AUTHORIZE THE FIRE CHIEF TO SIGN THE ADVANCED LIFE SUPPORT COVERAGE AGREEMENT BETWEEN THE GOLD RIDGE FIRE PROTECTION DISTRICT AND SONOMA COUNTY FIRE DISTRICT

The Board will consider approving and authorizing the Fire Chief to sign the advanced life support coverage agreement between the Gold Ridge Fire Protection District and the Sonoma County Fire District.

8. PRESENTATION OF UPDATED SONOMA COUNTY FIRE DISTRICT EMS FINANCIAL PROJECTIONS

The Board will receive updated Sonoma County Fire District EMS financial projections.

COMMITTEE REPORT

1. Revisit committee assignments

FINANCIAL REPORTS

COMMUNICATIONS

CLOSED SESSION

1. Anticipated Litigation (two cases) (Government Code section 54956.9(b)).

REPORT OUT ON CLOSED SESSION

ADJOURNMENT



Honesty ♦ Respect ♦ Integrity

Proclamation for Diana Elsbree

We, the undersigned, hereby recognize Diana Elsbree for her outstanding contributions and dedicated work towards the completion of the Sonoma County Fire District Station #1 demonstration garden. Diana demonstrated exceptional leadership and selflessness by identifying a need in her community and taking decisive action to bring about positive change.

Throughout this endeavor, Diana exhibited unwavering commitment to the betterment of her community and went above and beyond in rallying support. Recognizing the importance of a garden as a place of solace, education, and inspiration, Diana tirelessly engaged her community, fostering collaboration and encouraging generous donations.

Diana's extraordinary generosity, both in terms of her time and resources, was instrumental in ensuring the successful completion of the demonstration garden. Her efforts have transformed a once neglected space into a vibrant oasis that will benefit not only the firefighters stationed at District Station #1 but also the entire community.

By undertaking this project, Diana has provided an exceptional example of civic duty and community spirit, inspiring others to get involved and make a difference. The demonstration garden serves as a testament to her vision, hard work, and determination to create positive change in her community.

Therefore, on behalf of the community and in recognition of her selfless contributions, we, the undersigned, proclaim Diana Elsbree as a true champion for her community and the Sonoma County Fire District Station #1 demonstration garden. We express our deepest gratitude for her generosity, dedication, and commitment to enhancing the well-being of our community.

Signed and sealed this 11th day of January, 2024

Fire Chief, Mark Heine



Sonoma County Fire District Board of Directors
Regular Board & Public Hearing Minutes
Tuesday December 12, 2023 12:00 PM
Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor

CALL TO ORDER

Tognozzi called the meeting to order at 12:00
Present for Staff: Chief Heine, Bolduc, Washington
Present for Counsel: Adams

PLEDGE OF ALLEGIANCE

ROLL CALL

President Tognozzi- present
Vice President Treanor-present Secretary/Treasurer So-absent Director Klick-present
Director Briare-present Director Hamann-present Director Weaver-present

ACTION ITEMS

1. ELECT PRESIDENT, VICE PRESIDENT AND SECRETARY/TREASURER; COMMITTEE ASSIGNMENTS

Pursuant to Health & Safety code section 5784.7, the Board will elect officers (President, Vice President and Secretary/Treasurer), and make committee assignments.

Tognozzi nominated Frank Treanor for President, director Hamann agreed. Director Weaver nominated Frank Treanor for President, Steve Klick for Vice President, and Bob Briare for Secretary/Treasurer. The nomination was unanimous.

All Directors agreed to wait until January to make committee assignments.

OPEN TIME FOR PUBLIC EXPRESSION

None

AGENDA ADJUSTMENTS

None

SONOMA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION PRESIDENT'S REPORT

Dennis Rutkowski spoke about the tax measure which was just assigned Measure H. The Toys for Kids campaign is in full swing.

DIRECTOR REPORTS

An opportunity for Directors to report on their individual activities related to District business.

None

FIRE CHIEF'S REPORT

Chief Heine reviewed the activities of the crews and events over the month. He discussed; important upcoming dates for meetings and events; 1/5/24 grand opening at Medic headquarters; next regular BOD meeting on 1/11/24; finance meeting on 1/30/24; EOA headquarters is up and running; 75 % staffed; Medic is now a member of the Santa Rosa Chamber of Commerce; Medic took



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staff to Disney Leadership in Excellence; we currently are having open recruitment for FF/Medic; Blood drive is happening in December and January; many community outreach events.

CONSENT CALENDAR ITEMS

A motion by Briare and a second by Tognozzi approved the minutes from the November 21, 2023, regular meeting, meeting and the bills and payables from November 2023. 6-0-1.

ACTION ITEMS

2. **ADOPT ORDINANCE 2023-01**

The Board will consider adopting Ordinance 2023-01, an ordinance of the Sonoma County Fire District amending the District schedule of Emergency Medical Service Fees.

A motion by Weaver and seconded by Hamann adopted Ordinance 2023-01. 6-0-1, a roll call was taken.

PUBLIC HEARING

Public hearing opened at 12:23

ORDINANCE 2023-01, AN ORDINANCE OF THE SONOMA COUNTY FIRE DISTRICT AMENDING THE DISTRICT SCHEDULE OF EMERGENCY MEDICAL SERVICE FEES

Public hearing closed at 12:24

3. **ADOPT ORDINANCE 2023-02**

The Board will consider adopting Ordinance 2023-02, an ordinance of the Sonoma County Fire District amending the District schedule of Fire Prevention Services Fees. Presentation by Courtney Ramos, Vice President of Matrix Consulting Group.

Courtney Ramos gave a presentation about the new fees and how the study was done. Ms. Ramos was available to answer any questions.

A motion by Klick and seconded by Briare adopted Ordinance 2023-02. 6-0-1, a roll call was taken.

PUBLIC HEARING

Public hearing opened at 12:44

ORDINANCE 2023-02, AN ORDINANCE OF THE SONOMA COUNTY FIRE DISTRICT AMENDING THE DISTRICT SCHEDULE OF FIRE PREVENTION SERVICES FEES

Public hearing closed at 12:45

4. **RESOLUTION 2023-24 SET BOARD OF DIRECTORS MEETING DATE, TIME AND LOCATION FOR 2024**

The Board will consider adopting Resolution 2023-24, setting the date, time and location of regularly scheduled 2024 meetings of the Board of Directors.



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A motion by Hamann and seconded by Tognozzi adopted Resolution 2023-24. 6-0-1, a roll call was taken.

5. **PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION INTERGOVERNMENTAL TRANSFER PROGRAM (PP-GEMT IGT)**

The Board will consider authorizing the Fire Chief or his designee to execute certifications regarding the transfer of public funds to participate in the State of California, Department of Health Care Services (DHCS) Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program (PP-GEMT IGT).

A motion by Klick and seconded by Weaver authorized the Fire Chief or his designee to participate in the DHCS PP-GEMT IGT program. 6-0-1.

6. **APPROVAL OF ADDITIONAL CELL SITE FOR STATION 8**

The Board will consider approving the addition of a new cell site at station 8 and execute a contract amendment to our existing contract with Verizon.

A motion by Weaver and seconded by Klick approved the addition of a new cell tower at Station 8. 6-0-1, a roll call was taken.

7. **RATIFICATION OF MEMORANDUM OF UNDERSTANDING WITH GRATON FIRE PROTECTION DISTRICT**

On November 21, 2023, the Board of Directors approved the MOU with Graton FPD by a 3-2 vote. However, actions of the Board require a majority of the total membership of the Board, which is at least 4 votes. The Board is requested to consider ratification of the approval of the Graton MOU, with an effective date of November 21, 2023.

A motion by Hamann and seconded by Weaver approved the MOU with the Graton FPD. It was discussed that it is not an MOU that we wish to do or continue to do with other Districts. Board members discussed that mutual aid is how the fire service has worked for decades. It was also expressed that allowing this payment feels like extortion. 4-2-1, a roll call was taken.

8. **EMS BILLING HARDSHIP/COMPASSIONATE CARE APPLICATIONS 22-154436, 21-497136, 20-638240**

The Board will consider approving the staff recommendation to reduce an ambulance transport bill and offer a no interest payment plan, waive an ambulance transport bill, and deny an application; requesting patient to assist with insurance information/data.

A motion by Tognozzi and seconded by Briare approved the staff recommendations for the hardship/compassionate care applications. 6-0-1.



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COMMITTEE REPORT

1. Standing Committee: Finance Committee- *n/a*
2. Ad Hoc: Facilities- *n/a*

FINANCIAL REPORTS

Enclosed

COMMUNICATIONS

Enclosed

CLOSED SESSION- Staff entered closed session at 1:15

1. Conference with Legal Counsel – Exposure to Litigation (Govt Code section 54956.9(a):
AMR West v. County of Sonoma; Sonoma County Superior Court Case No. SCV-272948
2. Anticipated Litigation (two cases) (Government Code section 54956.9(b)).

REPORT OUT ON CLOSED SESSION

Board and staff ended closed session at 2:05. Instruction given to staff; no reportable action taken.

ADJOURNMENT

2:05


Kathy Washington- Secretary to the Board

11:27 AM

01/03/24

Sonoma County Fire District Transaction List by Vendor December 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
AFLAC							
Bill	12/05/2023	Invoic...		Accounts Payable		5910 A- Salari...	-4,325.02
Bill Pmt -Check	12/05/2023	10592		105-Summit- (Old) ...	*	Accounts Paya...	-4,325.02
Bill	12/12/2023	Invoic...		Accounts Payable		5910 A- Salari...	-4,325.02
Bill Pmt -Check	12/12/2023	10636		105-Summit- (Old) ...		Accounts Paya...	-4,325.02
AT&T/Calnet3							
Bill	12/12/2023	BAN# ...		Accounts Payable		7320 A- Utilties	-31.26
Bill	12/12/2023	BAN #...		Accounts Payable		7320 A- Utilties	-31.26
Bill	12/12/2023	BAN #...		Accounts Payable		7320 A- Utilties	-31.26
Bill	12/12/2023	BAN# ...		Accounts Payable		7320 A- Utilties	-31.26
Bill	12/12/2023	BAN #...		Accounts Payable		7320 A- Utilties	-31.26
Bill	12/12/2023	BAN #...		Accounts Payable		7320 A- Utilties	-31.37
Bill Pmt -Check	12/12/2023	10637		105-Summit- (Old) ...	*	Accounts Paya...	-31.26
Bill Pmt -Check	12/12/2023	10665		105-Summit- (Old) ...	*	Accounts Paya...	-31.26
Bill Pmt -Check	12/12/2023	10667		105-Summit- (Old) ...	*	Accounts Paya...	-31.26
Bill Pmt -Check	12/12/2023	10668		105-Summit- (Old) ...	*	Accounts Paya...	-31.26
Bill Pmt -Check	12/12/2023	10669		105-Summit- (Old) ...	*	Accounts Paya...	-31.26
Bill Pmt -Check	12/12/2023	10670		105-Summit- (Old) ...	*	Accounts Paya...	-31.37
Bill	12/19/2023	BAN# ...		Accounts Payable		-SPLIT-	-111.94
Bill	12/19/2023	BAN #...		Accounts Payable		7320 A- Utilties	-29.25
Bill	12/19/2023	BAN #...		Accounts Payable		7320 A- Utilties	-139.94
Bill	12/19/2023	BAN #...		Accounts Payable		7320 A- Utilties	-124.73
Bill Pmt -Check	12/19/2023	10671		105-Summit- (Old) ...		Accounts Paya...	-111.94
Bill Pmt -Check	12/19/2023	10702		105-Summit- (Old) ...		Accounts Paya...	-29.25
Bill Pmt -Check	12/19/2023	10704		105-Summit- (Old) ...		Accounts Paya...	-139.94
Bill Pmt -Check	12/19/2023	10706		105-Summit- (Old) ...		Accounts Paya...	-124.73
B W S Dist Inc							
Bill	12/05/2023	Invoic...		Accounts Payable		6880 A- Small ...	-251.28
Bill Pmt -Check	12/05/2023	10593		105-Summit- (Old) ...	*	Accounts Paya...	-251.28
Bill	12/12/2023	Invoic...		Accounts Payable		6880 A- Small ...	-21.85
Bill Pmt -Check	12/12/2023	10638		105-Summit- (Old) ...	*	Accounts Paya...	-21.85
Bay Alarm Co							
Bill	12/12/2023	Invoic...		Accounts Payable		6180 A- Base ...	-146.28
Bill Pmt -Check	12/12/2023	10639		105-Summit- (Old) ...	*	Accounts Paya...	-146.28
Bill	12/19/2023	Invoic...		Accounts Payable		6180 A- Base ...	-99.00
Bill Pmt -Check	12/19/2023	10672		105-Summit- (Old) ...	*	Accounts Paya...	-99.00
Bennett Valley Ace Hardware							
Bill	12/12/2023	Accou...		Accounts Payable		-SPLIT-	-129.59
Bill Pmt -Check	12/12/2023	10640		105-Summit- (Old) ...	*	Accounts Paya...	-129.59
Bill Lellis							
Bill	12/05/2023		Plan Review f...	Accounts Payable		6500 A- Plan R...	-80.00
Bill Pmt -Check	12/05/2023	10594	Plan Review f...	105-Summit- (Old) ...	*	Accounts Paya...	-80.00
Bill	12/19/2023		Plan review S...	Accounts Payable		6500 A- Plan R...	-80.00
Bill Pmt -Check	12/19/2023	10673	Plan review S...	105-Summit- (Old) ...		Accounts Paya...	-80.00
Blue Shield of California							
Bill	12/19/2023	Ref # ...		Accounts Payable		3670 A- Ambul...	-101.77
Bill Pmt -Check	12/19/2023	10674		105-Summit- (Old) ...		Accounts Paya...	-101.77
Bodega Bay Public Utility District							
Bill	12/05/2023	Accou...		Accounts Payable		-SPLIT-	-1,179.71
Bill Pmt -Check	12/05/2023	10595		105-Summit- (Old) ...	*	Accounts Paya...	-1,179.71
Burton's Fire Inc							
Bill	12/05/2023	Invoic...		Accounts Payable		6140 A- Mainte...	-205.91
Bill Pmt -Check	12/05/2023	10596		105-Summit- (Old) ...	*	Accounts Paya...	-205.91
Bill	12/19/2023	Invoic...		Accounts Payable		6140 A- Mainte...	-74.27
Bill Pmt -Check	12/19/2023	10675		105-Summit- (Old) ...	*	Accounts Paya...	-74.27
CAL-PERS							
Check	12/04/2023	EFT	November 20...	107-Summit- Payroll	X	-SPLIT-	-194,242.71
Check	12/04/2023	EFT	November 20...	107-Summit- Payroll	X	-SPLIT-	-129,510.66
Check	12/04/2023	EFT	November 20...	107-Summit- Payroll	X	-SPLIT-	-4,467.02
Check	12/04/2023	EFT	November 20...	107-Summit- Payroll	X	-SPLIT-	-8,023.34
Check	12/04/2023	EFT	Etemovic corr...	107-Summit- Payroll	*	-SPLIT-	-793.84
Check	12/28/2023	16193	December 20...	107-Summit- Payroll		-SPLIT-	-8,023.34
Check	12/28/2023	EFT	December 20...	107-Summit- Payroll		-SPLIT-	-4,518.21
Check	12/28/2023	EFT	December 20...	107-Summit- Payroll		-SPLIT-	-122,508.41
Check	12/28/2023	EFT	December 20...	107-Summit- Payroll		-SPLIT-	-187,317.30
CAL Pers 457 Supplemental Income Plan							
Check	12/19/2023	EFT	12/1-12/15/23...	107-Summit- Payroll	*	-SPLIT-	-32,604.65
Check	12/28/2023	EFT	12/16-12/31/2...	107-Summit- Payroll		-SPLIT-	-34,216.47

11:27 AM

01/03/24

Sonoma County Fire District Transaction List by Vendor December 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
California American Water							
Bill	12/19/2023	1015-...		Accounts Payable		7320 A- Utilities	-103.37
Bill Pmt -Check	12/19/2023	10676		105-Summit- (Old) ...	*	Accounts Paya...	-103.37
California Embroidery & Screen Printing							
Bill	12/12/2023	Invoic...		Accounts Payable		6021 B- Class ...	-471.98
Bill Pmt -Check	12/12/2023	10641		105-Summit- (Old) ...	*	Accounts Paya...	-471.98
California State Disbursement Unit							
Bill	12/05/2023	Order ...		Accounts Payable		5910 A- Salari...	-600.00
Bill	12/05/2023	Order ...		Accounts Payable		5910 A- Salari...	-877.50
Bill Pmt -Check	12/05/2023	10597		105-Summit- (Old) ...	*	Accounts Paya...	-600.00
Bill Pmt -Check	12/05/2023	10630		105-Summit- (Old) ...	*	Accounts Paya...	-877.50
Bill	12/19/2023	Order ...		Accounts Payable		5910 A- Salari...	-877.50
Bill Pmt -Check	12/19/2023	10677		105-Summit- (Old) ...	*	Accounts Paya...	-877.50
Clark Pest Control							
Bill	12/12/2023			Accounts Payable		-SPLIT-	-569.00
Bill Pmt -Check	12/12/2023	10642		105-Summit- (Old) ...	*	Accounts Paya...	-569.00
Coast Counties Peterbuilt							
Bill	12/05/2023	Invoic...		Accounts Payable		-SPLIT-	-6,940.91
Bill Pmt -Check	12/05/2023	10598		105-Summit- (Old) ...	*	Accounts Paya...	-6,940.91
Code 3 Rescue							
Bill	12/05/2023		Order # 3166,...	Accounts Payable		-SPLIT-	-6,000.00
Bill Pmt -Check	12/05/2023	10599	Order # 3166,...	105-Summit- (Old) ...		Accounts Paya...	-6,000.00
Comcast Business							
Bill	12/05/2023			Accounts Payable		-SPLIT-	-273.18
Bill Pmt -Check	12/05/2023	10600		105-Summit- (Old) ...	*	Accounts Paya...	-273.18
Bill	12/12/2023			Accounts Payable		-SPLIT-	-283.18
Bill Pmt -Check	12/12/2023	10643		105-Summit- (Old) ...	*	Accounts Paya...	-283.18
Bill	12/19/2023			Accounts Payable		-SPLIT-	-404.77
Bill Pmt -Check	12/19/2023	10678		105-Summit- (Old) ...		Accounts Paya...	-404.77
County of Sonoma Human Resources							
Bill	12/12/2023	Invoic...		Accounts Payable		5929 A -Benefi...	-646.52
Bill Pmt -Check	12/12/2023	10644		105-Summit- (Old) ...	*	Accounts Paya...	-646.52
Cream's Towing Inc							
Bill	12/19/2023	Invoic...		Accounts Payable		6140 A- Mainte...	-945.00
Bill Pmt -Check	12/19/2023	10679		105-Summit- (Old) ...	*	Accounts Paya...	-945.00
Daily Dispatch							
Bill	12/05/2023	Invoic...		Accounts Payable		6463 C-Parcel ...	-280.00
Bill Pmt -Check	12/05/2023	10601		105-Summit- (Old) ...	*	Accounts Paya...	-280.00
DHCS							
Check	12/13/2023	WIRE		105-Summit- (Old) ...		6667 A-IGT Fees	-38,609.25
Ferrellgas							
Bill	12/12/2023	Accou...		Accounts Payable		-SPLIT-	-1,866.08
Bill Pmt -Check	12/12/2023	10645		105-Summit- (Old) ...	*	Accounts Paya...	-1,866.08
Fishman Supply Co.							
Bill	12/05/2023	16444		Accounts Payable		-SPLIT-	-962.03
Bill Pmt -Check	12/05/2023	10602		105-Summit- (Old) ...	*	Accounts Paya...	-962.03
Franchise Tax Board							
Bill	12/05/2023	FTB I...		Accounts Payable		5910 A- Salari...	-2,298.47
Bill Pmt -Check	12/05/2023	10603		105-Summit- (Old) ...	*	Accounts Paya...	-2,298.47
Bill	12/19/2023	FTB I...		Accounts Payable		5910 A- Salari...	-1,382.47
Bill Pmt -Check	12/19/2023	10680		105-Summit- (Old) ...		Accounts Paya...	-1,382.47
Garrett Hardware of Windsor							
Bill	12/05/2023	Acct: ...		Accounts Payable		-SPLIT-	-209.56
Bill Pmt -Check	12/05/2023	10604		105-Summit- (Old) ...	*	Accounts Paya...	-209.56
Gone for Good -UCPNB							
Bill	12/05/2023	NCC ...		Accounts Payable		6463 C-Parcel ...	-25.00
Bill Pmt -Check	12/05/2023	10605		105-Summit- (Old) ...	*	Accounts Paya...	-25.00
GoTo Communications, Inc							
Bill	12/05/2023	IN710...		Accounts Payable		7320 A- Utilities	-1,895.63
Bill Pmt -Check	12/05/2023	10606		105-Summit- (Old) ...	*	Accounts Paya...	-1,895.63
IBS							
Check	12/15/2023	EFT		107-Summit- Payroll	*	-SPLIT-	-406,616.46
Check	12/15/2023	EFT	taxes	107-Summit- Payroll	*	-SPLIT-	-133,200.53
Check	12/15/2023	EFT		107-Summit- Payroll	*	6633 A- Payroll...	-1,129.80
Check	12/29/2023	EFT		107-Summit- Payroll	*	6633 A- Payroll...	-324.50
Check	12/29/2023	EFT		107-Summit- Payroll	*	-SPLIT-	-473,400.50
Check	12/29/2023	EFT	taxes	107-Summit- Payroll	*	-SPLIT-	-158,533.85

Sonoma County Fire District Transaction List by Vendor December 2023

Type	Date	Num	Memo	Account	Cir	Split	Amount
Ideal Hardware							
Bill	12/12/2023	B2254...		Accounts Payable		6180 A- Base ...	-15.18
Bill Pmt -Check	12/12/2023	10646		105-Summit- (Old) ...		Accounts Paya...	-15.18
Interstate Batteries							
Bill	12/12/2023	Invoic...		Accounts Payable		6140 A- Mainte...	-109.78
Bill Pmt -Check	12/12/2023	10647		105-Summit- (Old) ...	*	Accounts Paya...	-109.78
Intrepid Maritime LLC							
Bill	12/19/2023	Invoic...		Accounts Payable		-SPLIT-	-7,500.00
Bill Pmt -Check	12/19/2023	10681		105-Summit- (Old) ...	*	Accounts Paya...	-7,500.00
John Lantz							
Bill	12/05/2023	Invoic...		Accounts Payable		6500 D- John L...	-1,049.00
Bill Pmt -Check	12/05/2023	10607		105-Summit- (Old) ...	*	Accounts Paya...	-1,049.00
Karri Pierson							
Bill	12/05/2023			Accounts Payable		6500 Q- CQI C...	-1,137.50
Bill Pmt -Check	12/05/2023	10608		105-Summit- (Old) ...	*	Accounts Paya...	-1,137.50
Bill	12/19/2023		12/1/23-12/15...	Accounts Payable		6500 Q- CQI C...	-1,137.50
Bill Pmt -Check	12/19/2023	10682	12/1/23-12/15...	105-Summit- (Old) ...	*	Accounts Paya...	-1,137.50
Kyocera Document Solutions N. CA Inc							
Bill	12/19/2023	Invoic...		Accounts Payable		6820 A- Copier...	-214.61
Bill Pmt -Check	12/19/2023	10683		105-Summit- (Old) ...	*	Accounts Paya...	-214.61
Kyocera Document Solutions Northern CA							
Bill	12/05/2023	55E17...		Accounts Payable		6820 A- Copier...	-5.42
Bill Pmt -Check	12/05/2023	10609		105-Summit- (Old) ...	*	Accounts Paya...	-5.42
Bill	12/12/2023	55E17...		Accounts Payable		6820 A- Copier...	-1.78
Bill Pmt -Check	12/12/2023	10648		105-Summit- (Old) ...	*	Accounts Paya...	-1.78
Leete Generators							
Bill	12/05/2023	Invoic...		Accounts Payable		6180 B- Servic...	-642.21
Bill	12/05/2023	Invoic...		Accounts Payable		6180 B- Servic...	-648.24
Bill	12/05/2023	Invoic...		Accounts Payable		6180 B- Servic...	-715.36
Bill	12/05/2023	55393...		Accounts Payable		6180 B- Servic...	-818.33
Bill Pmt -Check	12/05/2023	10610		105-Summit- (Old) ...	*	Accounts Paya...	-642.21
Bill Pmt -Check	12/05/2023	10631		105-Summit- (Old) ...	*	Accounts Paya...	-648.24
Bill Pmt -Check	12/05/2023	10634		105-Summit- (Old) ...	*	Accounts Paya...	-715.36
Bill Pmt -Check	12/05/2023	10635		105-Summit- (Old) ...	*	Accounts Paya...	-818.33
LEHR							
Bill	12/19/2023	Invoic...		Accounts Payable		6140 A- Mainte...	-1,125.82
Bill Pmt -Check	12/19/2023	10684		105-Summit- (Old) ...	*	Accounts Paya...	-1,125.82
Les Schwab Tire Centers							
Bill	12/12/2023	Invoic...		Accounts Payable		-SPLIT-	-3,681.53
Bill Pmt -Check	12/12/2023	10649		105-Summit- (Old) ...	*	Accounts Paya...	-3,681.53
Life Assist, Inc.							
Bill	12/12/2023	Accou...		Accounts Payable		-SPLIT-	-12,394.94
Bill Pmt -Check	12/12/2023	10650		105-Summit- (Old) ...	*	Accounts Paya...	-12,394.94
LubriVan Truck Svcs Inc							
Bill	12/05/2023	Invoic...		Accounts Payable		-SPLIT-	-1,565.08
Bill Pmt -Check	12/05/2023	10611		105-Summit- (Old) ...	*	Accounts Paya...	-1,565.08
Bill	12/12/2023	Invoic...		Accounts Payable		-SPLIT-	-3,173.66
Bill Pmt -Check	12/12/2023	10651		105-Summit- (Old) ...	*	Accounts Paya...	-3,173.66
Matrix Consulting Group							
Bill	12/05/2023	801-2...		Accounts Payable		-SPLIT-	-6,500.00
Bill Pmt -Check	12/05/2023	10612		105-Summit- (Old) ...	*	Accounts Paya...	-6,500.00
McKesson Medical							
Bill	12/05/2023	60894...		Accounts Payable		6261 A -ALS/B...	-88.76
Bill Pmt -Check	12/05/2023	10613		105-Summit- (Old) ...	*	Accounts Paya...	-88.76
Medic Ambulance Service							
Bill	12/05/2023	Oct 20...		Accounts Payable		-SPLIT-	-210,784.56
Bill	12/05/2023	Nov 2...		Accounts Payable		-SPLIT-	-191,688.00
Bill Pmt -Check	12/05/2023	10614		105-Summit- (Old) ...	*	Accounts Paya...	-210,784.56
Bill Pmt -Check	12/05/2023	10632		105-Summit- (Old) ...	*	Accounts Paya...	-191,688.00
Bill	12/19/2023			Accounts Payable		6500 O- Contr...	-8,070.72
Bill Pmt -Check	12/19/2023	10685		105-Summit- (Old) ...	*	Accounts Paya...	-8,070.72
Municipal Emergency Services/MES							
Bill	12/05/2023	IN196...		Accounts Payable		6022 A -Struct...	-42,427.64
Bill Pmt -Check	12/05/2023	10615		105-Summit- (Old) ...	*	Accounts Paya...	-42,427.64
Nate DeJung							
Bill	12/05/2023		Life Safety Ins...	Accounts Payable		6501 B-Life Sa...	-717.50
Bill Pmt -Check	12/05/2023	10616	Life Safety Ins...	105-Summit- (Old) ...	*	Accounts Paya...	-717.50

Sonoma County Fire District Transaction List by Vendor December 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
National Fire Prot Assoc							
Bill	12/12/2023	NFPA ...		Accounts Payable		6280 A- Prev. ...	-175.00
Bill Pmt -Check	12/12/2023	10652		105-Summit- (Old) ...	*	Accounts Paya...	-175.00
Nick Barbieri Trucking, LLC							
Bill	12/05/2023	CL325...		Accounts Payable		7201 A -Gas/O...	-2,114.97
Bill Pmt -Check	12/05/2023	10617		105-Summit- (Old) ...	*	Accounts Paya...	-2,114.97
Bill	12/12/2023	00776...		Accounts Payable		7201 A -Gas/O...	-679.53
Bill Pmt -Check	12/12/2023	10653		105-Summit- (Old) ...	*	Accounts Paya...	-679.53
Bill	12/19/2023	CL336...		Accounts Payable		7201 A -Gas/O...	-2,298.73
Bill	12/19/2023	00802...		Accounts Payable		7201 A -Gas/O...	-1,100.24
Bill	12/19/2023	00796...		Accounts Payable		7201 A -Gas/O...	-2,149.33
Bill Pmt -Check	12/19/2023	10686		105-Summit- (Old) ...	*	Accounts Paya...	-2,298.73
Bill Pmt -Check	12/19/2023	10703		105-Summit- (Old) ...	*	Accounts Paya...	-1,100.24
Bill Pmt -Check	12/19/2023	10705		105-Summit- (Old) ...	*	Accounts Paya...	-2,149.33
NorCal Mobile Truck Alignment							
Bill	12/19/2023	Invoic...		Accounts Payable		-SPLIT-	-950.00
Bill Pmt -Check	12/19/2023	10687		105-Summit- (Old) ...	*	Accounts Paya...	-950.00
Noridian Medicare JE Part B Refunds-CA							
Bill	12/19/2023	Ref# 3...		Accounts Payable		3670 A- Ambul...	-454.89
Bill Pmt -Check	12/19/2023	10688		105-Summit- (Old) ...	*	Accounts Paya...	-454.89
O'Reilly Automotive, Inc.							
Bill	12/12/2023	13661...		Accounts Payable		-SPLIT-	-99.64
Bill Pmt -Check	12/12/2023	10654		105-Summit- (Old) ...	*	Accounts Paya...	-99.64
Peterson Trucks Inc							
Bill	12/05/2023	Invoic...		Accounts Payable		-SPLIT-	-1,050.98
Bill Pmt -Check	12/05/2023	10618		105-Summit- (Old) ...	*	Accounts Paya...	-1,050.98
PG&E							
Bill	12/05/2023			Accounts Payable		-SPLIT-	-4,665.17
Bill Pmt -Check	12/05/2023	10619		105-Summit- (Old) ...	*	Accounts Paya...	-4,665.17
Bill	12/19/2023			Accounts Payable		-SPLIT-	-5,619.12
Bill Pmt -Check	12/19/2023	10689		105-Summit- (Old) ...	*	Accounts Paya...	-5,619.12
Pinnacle Pharma LLC							
Bill	12/19/2023	Invoic...		Accounts Payable		6261 A -ALS/B...	-469.85
Bill Pmt -Check	12/19/2023	10690		105-Summit- (Old) ...	*	Accounts Paya...	-469.85
Portola Systems Inc.							
Bill	12/05/2023	11804...		Accounts Payable		8510 Q- Statio...	-17,561.28
Bill	12/05/2023	Invoic...		Accounts Payable		-SPLIT-	-2,676.84
Bill Pmt -Check	12/05/2023	10620		105-Summit- (Old) ...	*	Accounts Paya...	-17,561.28
Bill Pmt -Check	12/05/2023	10633		105-Summit- (Old) ...	*	Accounts Paya...	-2,676.84
Bill	12/12/2023	Invoic...		Accounts Payable		6457 C- Softw...	-1,531.25
Bill Pmt -Check	12/12/2023	10655		105-Summit- (Old) ...	*	Accounts Paya...	-1,531.25
Bill	12/19/2023	Invoic...		Accounts Payable		6457 C- Softw...	-927.50
Bill Pmt -Check	12/19/2023	10691		105-Summit- (Old) ...	*	Accounts Paya...	-927.50
Range Global Services							
Bill	12/12/2023	Invoic...		Accounts Payable		7320 A- Utilities	-275.00
Bill Pmt -Check	12/12/2023	10656		105-Summit- (Old) ...	*	Accounts Paya...	-275.00
Resolve Insurance Systems							
Bill	12/12/2023	Invoic...		Accounts Payable		6666 C- Collec...	-1,426.56
Bill Pmt -Check	12/12/2023	10657		105-Summit- (Old) ...	*	Accounts Paya...	-1,426.56
Roy L Hampton Jr							
Bill	12/19/2023			Accounts Payable		3670 A- Ambul...	-50.00
Bill Pmt -Check	12/19/2023	10692		105-Summit- (Old) ...	*	Accounts Paya...	-50.00
Ryan's Automotive							
Bill	12/05/2023	10276...		Accounts Payable		-SPLIT-	-113.83
Bill Pmt -Check	12/05/2023	10621		105-Summit- (Old) ...	*	Accounts Paya...	-113.83
Sebastopol Hardware Center							
Bill	12/05/2023	440774		Accounts Payable		6180 A- Base ...	-78.63
Bill Pmt -Check	12/05/2023	10622		105-Summit- (Old) ...	*	Accounts Paya...	-78.63
Sign Dynamics							
Bill	12/19/2023	Invoic...		Accounts Payable		6140 A- Mainte...	-390.72
Bill Pmt -Check	12/19/2023	10693		105-Summit- (Old) ...	*	Accounts Paya...	-390.72
Sikes Asphalt Group, Inc.							
Bill	12/12/2023		Invoice # 202...	Accounts Payable		-SPLIT-	-3,382.00
Bill Pmt -Check	12/12/2023	10658	Invoice # 202...	105-Summit- (Old) ...	*	Accounts Paya...	-3,382.00
Sonoma County Professional FF L1401							
Bill	12/19/2023		Dec 2023	Accounts Payable		5910 A- Salari...	-12,940.00
Bill Pmt -Check	12/19/2023	10694	Dec 2023	105-Summit- (Old) ...	*	Accounts Paya...	-12,940.00

Sonoma County Fire District Transaction List by Vendor December 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
Sonoma Media Investments, LLC							
Bill	12/05/2023	Invoic...		Accounts Payable		6800 A- Public/...	-195.50
Bill Pmt -Check	12/05/2023	10623		105-Summit- (Old) ...	*	Accounts Paya...	-195.50
Southern Tire Mart							
Bill	12/19/2023	Invoic...		Accounts Payable		-SPLIT-	-2,964.71
Bill Pmt -Check	12/19/2023	10695		105-Summit- (Old) ...		Accounts Paya...	-2,964.71
Super Service Plumbing							
Bill	12/12/2023	Invoic...		Accounts Payable		6180 A- Base ...	-555.00
Bill Pmt -Check	12/12/2023	10659		105-Summit- (Old) ...	*	Accounts Paya...	-555.00
Sweetwater Springs Water District							
Bill	12/19/2023			Accounts Payable		-SPLIT-	-350.76
Bill Pmt -Check	12/19/2023	10696		105-Summit- (Old) ...		Accounts Paya...	-350.76
The Permanente Medical Group INC							
Bill	12/19/2023	32090...		Accounts Payable		6461 A- Health...	-115.00
Bill Pmt -Check	12/19/2023	10697		105-Summit- (Old) ...	*	Accounts Paya...	-115.00
The Six Foundation							
Bill	12/05/2023	Invoic...		Accounts Payable		6461 A- Health...	-380.00
Bill Pmt -Check	12/05/2023	10624		105-Summit- (Old) ...	*	Accounts Paya...	-380.00
Bill	12/19/2023			Accounts Payable		6461 A- Health...	-995.00
Bill Pmt -Check	12/19/2023	10698		105-Summit- (Old) ...	*	Accounts Paya...	-995.00
Town of Windsor Water District							
Bill	12/19/2023			Accounts Payable		-SPLIT-	-856.41
Bill Pmt -Check	12/19/2023	10699		105-Summit- (Old) ...		Accounts Paya...	-856.41
True Value Hardware							
Bill	12/19/2023	725-164		Accounts Payable		-SPLIT-	-179.73
Bill Pmt -Check	12/19/2023	10700		105-Summit- (Old) ...	*	Accounts Paya...	-179.73
True Value Hardware of Larkfield, Inc							
Bill	12/05/2023	Invoic...		Accounts Payable		6180 A- Base ...	-86.75
Bill Pmt -Check	12/05/2023	10625		105-Summit- (Old) ...	*	Accounts Paya...	-86.75
Uline							
Bill	12/05/2023	Invoic...		Accounts Payable		6880 K-Wareh...	-287.16
Bill Pmt -Check	12/05/2023	10626		105-Summit- (Old) ...	*	Accounts Paya...	-287.16
Universal Building Services							
Bill	12/05/2023	52057...		Accounts Payable		-SPLIT-	-897.00
Bill Pmt -Check	12/05/2023	10627		105-Summit- (Old) ...	*	Accounts Paya...	-897.00
US-Bank Equipment Finance							
Bill	12/12/2023	Invoic...		Accounts Payable		-SPLIT-	-715.02
Bill Pmt -Check	12/12/2023	10660		105-Summit- (Old) ...	*	Accounts Paya...	-715.02
US Bank Corporate Payment Services							
Bill	12/05/2023	4246 ...		Accounts Payable		6463 D- Calcar...	-19,296.87
Bill Pmt -Check	12/05/2023	10628		105-Summit- (Old) ...	*	Accounts Paya...	-19,296.87
Verizon Wireless							
Bill	12/19/2023	37134...		Accounts Payable		7320 A- Utilities	-3,507.70
Bill Pmt -Check	12/19/2023	10701		105-Summit- (Old) ...		Accounts Paya...	-3,507.70
WEX BANK							
Bill	12/12/2023	Invoic...		Accounts Payable		7201 A -Gas/O...	-2,075.47
Bill Pmt -Check	12/12/2023	10661		105-Summit- (Old) ...	*	Accounts Paya...	-2,075.47
William L Adams PC							
Bill	12/12/2023	Invoic...		Accounts Payable		6610 A- Legal ...	-4,924.50
Bill	12/12/2023	Invoic...		Accounts Payable		6610 A- Legal ...	-2,013.00
Bill Pmt -Check	12/12/2023	10662		105-Summit- (Old) ...	*	Accounts Paya...	-4,924.50
Bill Pmt -Check	12/12/2023	10666		105-Summit- (Old) ...	*	Accounts Paya...	-2,013.00
Wine Country Termite & Pest Company							
Bill	12/12/2023	Invoic...		Accounts Payable		6180 A- Base ...	-125.00
Bill Pmt -Check	12/12/2023	10663		105-Summit- (Old) ...		Accounts Paya...	-125.00
WSCFF							
Bill	12/05/2023			Accounts Payable		5910 A- Salar...	-8,800.00
Bill Pmt -Check	12/05/2023	10629		105-Summit- (Old) ...	*	Accounts Paya...	-8,800.00
ZOLL Medical Corporation							
Bill	12/12/2023		Invoice # 386...	Accounts Payable		-SPLIT-	-1,230.39
Bill Pmt -Check	12/12/2023	10664	Invoice # 386...	105-Summit- (Old) ...	*	Accounts Paya...	-1,230.39

SCFD Emergency Medical Services Enterprise Fund Transaction List by Vendor December 2023

Type	Date	Num	Memo	Account	Clr	Split	Amount
AP Triton, LLC							
Bill	12/12/2023	Invoic...		Accounts Payable		6610 A- Legal ...	-3,000.00
Bill Pmt -Check	12/12/2023	2025		SCFD-EMS-Enterpri...		Accounts Paya...	-3,000.00
Gervais & Associates							
Bill	12/12/2023	Oct/N...		Accounts Payable		6610 A- Legal ...	-2,400.00
Bill Pmt -Check	12/12/2023	2026		SCFD-EMS-Enterpri...	X	Accounts Paya...	-2,400.00
Integrated Communications Strategies, LLC							
Bill	12/12/2023	Invoic...		Accounts Payable		6610 A- Legal ...	-5,000.00
Bill	12/12/2023	Invoic...		Accounts Payable		6610 A- Legal ...	-5,000.00
Bill Pmt -Check	12/12/2023	2027		SCFD-EMS-Enterpri...	X	Accounts Paya...	-5,000.00
Bill Pmt -Check	12/12/2023	2030		SCFD-EMS-Enterpri...	X	Accounts Paya...	-5,000.00
Tucker Bierbaum							
Bill	12/12/2023		VOID:	Accounts Payable	X	-SPLIT-	0.00
Bill Pmt -Check	12/12/2023	2028	VOID:	SCFD-EMS-Enterpri...	X	Accounts Paya...	0.00
Bill	12/12/2023	Dec 2...		Accounts Payable		-SPLIT-	-4,529.00
Bill Pmt -Check	12/12/2023	2031		SCFD-EMS-Enterpri...	X	Accounts Paya...	-4,529.00
William L. Adams PC							
Bill	12/12/2023	Invoic...	VOID:	Accounts Payable	X	6610 A- Legal ...	0.00
Bill Pmt -Check	12/12/2023	2029	VOID:	SCFD-EMS-Enterpri...	X	Accounts Paya...	0.00
Bill	12/19/2023	Invoic...		Accounts Payable		6610 A- Legal ...	-14,640.00
Bill Pmt -Check	12/19/2023	2032		SCFD-EMS-Enterpri...	X	Accounts Paya...	-14,640.00

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE MARSHAL OF THE SONOMA COUNTY FIRE DISTRICT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO RECEIVE ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 1146.2 and 13146.3 requires all fire departments, including the Sonoma County Fire District, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging, house, apartment house, and certain residential care facilities for compliance with building standards, as provided and

WHEREAS, California Health & Safety code Section 13146.2 requires all fire departments, including the Sonoma County Fire District, that provide fire protection services to report annually to its administering authority on its compliance with Section 13146.2 and 13146.3 and

WHEREAS, the Board of Directors of the Sonoma County Fire District intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgement of the Sonoma County Fire District's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sonoma County Fire District that said Board expressly acknowledges the measure of compliance of the Sonoma County Fire District with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Sonoma County Fire District, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the Sonoma County Fire District, there lie 32 known Group E occupancies, buildings, structures and/or facilities.

During calendar year 2023, the Sonoma County Fire District completed the annual inspection of 32 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purpose of this resolution, are generally those occupancies containing sleeping units, and including hotels, motels, apartments (three units

or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the Sonoma County Fire District, there lie 230 known Group R (and their associated sub-classifications) occupancies of this nature.

During calendar year 2023, the Sonoma County Fire District completed the annual inspection of 230 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma County Fire District, County of Sonoma, State of California, this 11th day of January 2024, by the following vote:

President Treanor _____, Vice President Klick _____; Director Briare _____
Director Hamann _____; Director So _____; Director Tognozzi _____
Director Weaver _____

President, Board of Directors

Ayes: _____

Noes: _____

Absent: _____

CERTIFICATION:

Clerk of the Board of Directors

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, SUPPORTING “THE IMPROVED AND ENHANCED LOCAL FIRE PROTECTION, PARAMEDIC SERVICES AND DISASTER RESPONSE INITIATIVE” SUBMITTED TO THE VOTERS OF SONOMA COUNTY AS MEASURE H ON THE MARCH 5, 2024 ELECTION.

WHEREAS, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Initiative”, Measure H, is an initiative measure proposing to implement a one-half cent sales tax in Sonoma County to improve and enhance local fire protection, paramedic services and disaster response; and

WHEREAS, Measure H is an initiative submitted to the voters of Sonoma County at the election to be held March 5, 2024; and

WHEREAS, Measure H aligns with the goals of the District and Regional partners to increase revenue sources that support efforts to create more efficient, effective and sustainable fire and emergency medical services within the District and throughout the County.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Fire District Board of Directors does hereby resolve as follows:

1. The Sonoma County Fire District Board of Directors supports this Measure.
2. The Sonoma County Fire District Board Clerk shall certify the adoption of this Resolution.

IN REGULAR SESSION, the foregoing Resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma County Fire District this 11th day of January 2024, on regular roll call vote of the members of said Board:

President Treanor _____, Vice President Klick____; Director Briare _____
Director Hamann _____; Director So _____; Director Tognozzi _____
Director Weaver _____

Vote: Aye_____ No_____ Absent_____

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

President

Clerk

AIR AMBULANCE AGREEMENT

This Air Ambulance Agreement, dated February 1, 2024 (the "EFFECTIVE DATE") for fire and air ambulance services (this "AGREEMENT") is between REACH Air Medical Services, LLC, a California limited liability company ("REACH") and the Sonoma County Fire District, a fire protection district formed under the laws of the State of California ("FIRE DISTRICT"). REACH and FIRE DISTRICT are collectively referenced as the "Parties" and individually referenced as a "Party".

Recitals

- A. REACH is classified by the Sonoma County Local Emergency Medical Services Agency ("LEMSA"; i.e. Coastal Valleys EMS Agency) as an air ambulance aircraft provider and is accredited and compliant with the Federal Aviation Administration ("FAA") and California Emergency Medical Services DISTRICT ("EMSA") laws and regulations for the provision of air medical transportation services and nothing in this agreement is intended to supersede, change, alter, or modify REACH's existing agreements and relationship with the LEMSA, EMSA, or FAA.
- B. FIRE DISTRICT and REACH desire to work cooperatively to establish a fire and air ambulance program to provide emergency and inter-facility air medical transportation, aerial reconnaissance, aerial firefighting, and other emergency services to the residents of Sonoma County, California and the surrounding area to include the FIRE DISTRICT'S automatic aid and mutual aid partners, as set forth in this AGREEMENT (the "PROGRAM").
- C. The Parties have identified an opportunity to improve service delivery, patient access and customer service to its constituents through the collaborative provision of integrated services.

Agreement

In consideration of the mutual covenants contained in this Agreement, the Parties agree to the following:

1. **Services Provided by REACH to FIRE DISTRICT**

- 1.1. **Air Medical Transport Services.** As authorized in accordance with this AGREEMENT and when requested by FIRE DISTRICT and if the request is accepted by REACH, REACH shall transport patients in accordance with all of the following: Federal, EMSA, and LEMSA laws, rules, regulations, and protocols. REACH shall acquire and maintain all required permits and licenses necessary for it to bill patient transported pursuant to this AGREEMENT. REACH represents and warrants to FIRE DISTRICT that it holds all required permits, licenses, and regulatory approvals necessary for it to perform under this AGREEMENT.
- 1.2. **Types of Service.** REACH will provide Air Medical and/or FLIGHT SERVICES (as defined in Section 1.3 below) as specified in this AGREEMENT.
- 1.3. **Flight Service Standards.** REACH shall make available air ambulance flight services to FIRE DISTRICT pursuant to the terms of this AGREEMENT using the standards set forth by the Commission on Accreditation of Medical Transport Services ("CAMTS") or REACH's established

clinical standards for appropriate patient care, including the paramedic scope of practice during air transport in accordance with LEMSA's policies and requirements. (the "FLIGHT SERVICES") .

1.4. Flight Services Availability; Aircraft Operations; Payment.

1.4.1. Flight Services Availability. REACH shall use commercially reasonable efforts to make available the FLIGHT SERVICES to FIRE DISTRICT through one (1) FAA certified helicopter available twenty-four (24) hours a day, three hundred-sixty-five (365) days per year, excluding times out of service from maintenance, inclement weather, staffing, utilization for other customers, or other air operational necessities. REACH shall maintain the aircraft used in the performance of this AGREEMENT as required by law and according to the aircraft manufacturer's recommendations. REACH will primarily base the helicopter at the Sonoma County Airport in Santa Rosa, CA. REACH shall use commercially reasonable efforts to promptly respond with an acceptance or rejection to all FIRE DISTRICT requests for FLIGHT SERVICES to the extent a helicopter is available and not then in use, out of service, or otherwise unavailable. REACH shall provide prior notice of routine maintenance or service outages, excepting unexpected outages exceeding four hours. If the assigned aircraft is unavailable, REACH shall make commercially reasonable efforts to provide a backup aircraft within three (3) days.

1.4.2. Subject to other provisions of this Agreement, REACH shall provide and operate the Aircraft for air ambulance services and Fire Operations as defined below in connection with the PROGRAM described in the Agreement, including without limitation transporting patients, medical personnel, organs, equipment and all persons, property and equipment deemed necessary or desirable, as well as search assist, aerial reconnaissance, aerial firefighting, and other emergency services ("Fire Operations").

1.4.3. Aircraft Operations.

1.4.3.1. REACH shall remain in full, complete, and exclusive operational control of the Aircraft and shall provide maintenance, service, licensed and qualified pilots, licensed and qualified mechanics, cleaning, and all services necessary for the operation of the Aircraft in connection with the Program during the Term of this Agreement.

1.4.3.2. REACH aviation systems and leadership shall have final authority to accept or reject any flights for safety or weather-related reasons. REACH's refusal to fly a flight on account of the judgment of the duty pilot that weather conditions or safety considerations prohibit such flight shall not constitute a failure on the part of REACH to comply with its obligations hereunder.

1.4.3.3. REACH shall operate and maintain the Aircraft in conformance with applicable federal and state laws and regulations (including without limitation Federal Aviation Regulations promulgated by the FAA ("FARs")), all applicable requirements of manufacturers and all applicable airworthiness directives. Compliance with FARs shall be the responsibility of REACH, except to the extent relating to the conduct of FIRE DISTRICT and its personnel, in which case compliance shall be the responsibility of FIRE DISTRICT. REACH shall maintain in effect at all times a current certificate of airworthiness on the Aircraft, which shall be displayed to FIRE DISTRICT upon its request. Unless prohibited from doing so by applicable law, regulation or order, REACH

agrees to give prompt notice to FIRE DISTRICT following its receipt of any charge or other written communication from the FAA alleging or contending the existence of any violation by REACH of the FARs in connection with the operation or maintenance of Aircrafts used in connection with the Program.

1.4.3.4. REACH shall train and equip flight crews for day and night aerial reconnaissance missions and for aerial firefighting operations.

1.4.4. Payments to REACH.

1.4.4.1. The initial 45 annual hours of Fire Operations per Aircraft are considered part of the overall PROGRAM costs, provided, that the 45 annual hour total excludes any hours for local base annual competency training, CAL OES Prepositioning and Assistance by Hire contract work. The initial 45 annual hours are for purposes of marketing the PROGRAM, missions that are not reimbursable and opportunity costs, education, and other public services to the communities and factored into the overall PROGRAM costs. Should the PROGRAM exceed the 45 annual hours per aircraft in a given year, then FIRE DISTRICT shall pay REACH \$1,750 per hour for each hour of Aircraft flight time. Excluding services rendered pursuant to Exhibit A which are payable for each hour of Aircraft flight time, after the completion of each Fire Operations mission in excess of the initial 45 annual hours per aircraft, REACH shall submit to FIRE DISTRICT an invoice showing the amount due REACH, and FIRE DISTRICT shall pay such amounts within 45 days after its receipt of such invoices.

1.4.4.2. REACH shall be paid for services performed as set forth in Exhibit A (Cal OES Prepositioning and Assistance by Hire (ABH) contract work) attached hereto. Such costs as will include, without limitation, pilot, flight crew and mechanic compensation. The FIRE DISTRICT will keep all administrative fees associated with CAL OES Prepositioning and Assistance by Hire contract work.

1.4.4.3. The Parties hereto agree to reevaluate the Program's performance monthly, or as requested by either party.

1.5. **Program Director.** REACH will provide a program director to assist with the daily operations of the PROGRAM (the "PROGRAM DIRECTOR"). The PROGRAM DIRECTOR selected by REACH is subject to the written approval of FIRE DISTRICT, which approval shall not be unreasonably withheld. The PROGRAM DIRECTOR shall be an employee or independent contractor of REACH and shall not be deemed an employee or independent contractor or agent of FIRE DISTRICT. The PROGRAM DIRECTOR position may be split between multiple operations and not dedicated to the PROGRAM.

1.6. **Flight Team.** REACH shall provide at least four (4) registered nurses, three (3) paramedics, four (4) pilots and one (1) Aviation Maintenance Technician (AMT) for the purpose of providing the FLIGHT SERVICES to FIRE DISTRICT. FIRE DISTRICT can choose to add FLIGHT TEAM MEMBERS from the FIRE DISTRICT specifically for FIRE OPERATIONS as mutually agreed upon. All REACH personnel providing services pursuant to this AGREEMENT are subject to the prior written approval of FIRE DISTRICT which shall not be unreasonably withheld. REACH shall train all FLIGHT TEAM MEMBERS to REACH standards. REACH shall train and equip FLIGHT TEAM MEMBERS for

day and night aerial reconnaissance missions and aerial firefighting operations, in compliance with Cal Fire requirements. The pilot in command ("PIC") of the aircraft at the time shall have complete power and authority to make and shall make all decisions concerning the suitability of weather and landing areas, condition of aircraft for flight, and all other factors affecting flight safety. In accordance with FAA regulations and the REACH General Operations Manual, the PIC of the aircraft will at all times maintain operational control of the aircraft. REACH will furnish all FLIGHT TEAM MEMBERS with appropriate flightsuits and helmets.

- 1.7. **Medical Director and Medical Direction.** REACH will provide a California licensed physician to provide medical direction for the PROGRAM (the "MEDICAL DIRECTOR"). The MEDICAL DIRECTOR selected by REACH is subject to the written approval of FIRE DISTRICT, which approval shall not be unreasonably withheld. The MEDICAL DIRECTOR shall be an employee or independent contractor of REACH and shall not be deemed an employee or independent contractor or agent of FIRE DISTRICT without REACH's prior written approval. REACH shall cause the MEDICAL DIRECTOR to meet all licensure, education, and certification requirements as set forth by any state or federal oversight body, LEMSA, and CAMTS. The MEDICAL DIRECTOR will work with the LEMSA medical director and the FIRE DISTRICT'S medical director, in accordance with California Law.
- 1.8. **Branded Flight Program.** REACH and FIRE DISTRICT will jointly brand the helicopter to be operated pursuant to this agreement (the "**Branded Flight Program**"). The Helicopter will be decaled utilizing vinyl or similar type material, with the Branded Flight Program name and logo and in a color scheme that is mutually agreed to by REACH and FIRE DISTRICT; provided, REACH will clearly be identified as the owner and operator of the Helicopters. The FIRE DISTRICT mark will continue to be owned by FIRE DISTRICT. FIRE DISTRICT hereby exclusively licenses to REACH the use of such mark for air ambulance and fire operation services. FIRE DISTRICT may terminate the mark license granted to REACH for use of the mark upon 90 days' written notice to REACH, during which notice period parties will jointly select a new name for the Branded Flight Program. If the name, logo or color scheme is changed at FIRE DISTRICT's behest, FIRE DISTRICT shall bear all costs associated with the change.
- 1.9. **General Financial Responsibility.** Except as otherwise provided in this AGREEMENT, all costs for the PROGRAM will be borne directly by REACH. Neither Party shall incur any costs or fees as a result of the PROGRAM not allocated as the responsibility of either party under this AGREEMENT without first negotiating any such costs or fees on a case by case basis with the other Party. If the parties are unable to negotiate an agreeable allocation of any cost or fees, the Party proposing the cost or fee will either not incur the cost or fee, or if that Party does incur the cost or fee, that Party will be solely responsible for such cost or fee.
- 1.10. **Billing and Collection Obligations.** REACH shall seek payment for all services relating to the PROGRAM by directly billing and collecting from air transport patients and other persons for whose benefit such services are provided. All billing and collection practices by REACH shall be in accordance with all applicable laws. Compensation received by REACH for services provided pursuant to this AGREEMENT shall remain the property of REACH. REACH shall charge patients for services under the terms of this AGREEMENT in accordance with applicable governmental regulations. Within thirty (30) days after the EFFECTIVE DATE, REACH shall provide FIRE DISTRICT with a list of the services, and will notify FIRE DISTRICT of any changes in those services within sixty (60) days of any change. FIRE DISTRICT has no responsibility to REACH or otherwise for the

non-payment of bills by individuals or other responsible parties for patient care and transportation services rendered by REACH. REACH represents and warrants that its charges to patients and other persons for services rendered are legal, fair and competitive in the region in which FIRE DISTRICT is located.

- 1.11. **Hangar Space.** REACH will arrange for space for its aircraft storage and maintenance events. REACH is responsible for all fuel, maintenance and associated costs of operating the aircraft REACH provides under this AGREEMENT.
- 1.12. **Crew Quarters.** REACH will provide crew quarters for the FLIGHT TEAM MEMBERS and MEDICAL CREW in alignment with FIRE DISTRICT standards and SOPs. FIRE DISTRICT has reviewed and approves the current REACH crew quarters located at 2360 Becker Blvd. Santa Rosa CA to be known as Sonoma County Fire District Station 11. FIRE DISTRICT and REACH shall maintain a mutually approved design for exterior signage which includes FIRE DISTRICT logo and station numbering along with REACH logo. The cost of which shall be borne by the FIRE DISTRICT.
- 1.13. **REACH Staff Review.** If in the reasonable opinion of FIRE DISTRICT, any of the REACH staff working pursuant to this AGREEMENT do not demonstrate a high degree of aptitude for the type of operations or customer service required, including good interpersonal relations, FIRE DISTRICT may make written request to REACH to conduct a prompt review of the performance of the individual and, assuming REACH concurs that remedial or corrective action is necessary and appropriate with respect to such individual, REACH shall conduct such remedial or corrective measures, including if necessary in the opinion of REACH, removal from the FLIGHT TEAM. All such employment actions will be handled by REACH on a case by case basis in accordance with REACH's policies and procedures. All REACH employees shall conform to the rules and requirements jointly approved in writing by REACH and FIRE DISTRICT concerning dress and conduct and other applicable REACH and FIRE DISTRICT policies while providing services pursuant to this AGREEMENT, and in connection with referring/receiving agency personnel interface.
- 1.14. **Clinical Services on Flights.** Except as set forth here REACH shall provide all clinical personnel for the PROGRAM trained to REACH and FIRE DISTRICT standards (but in no event less than the standards set forth by CAMTS and State and LEMSA). FIRE DISTRICT training provided to REACH Flight Crew shall be either provided on shift or shall not exceed 36 hours/annually per full-time medical crew member. FIRE DISTRICT acknowledges that REACH may temporarily assign or staff the aircraft with REACH personnel from outside of the Santa Rosa base who may not be trained by the FIRE DISTRICT. Such staffing shall only be for temporary situations (i.e., PTO, sick calls, temporary leaves). In the event that REACH is unable to provide a paramedic for the aircraft due to an unexpected or temporary planned opening, at the request of REACH, FIRE DISTRICT may staff a paramedic in place of the REACH Flight Paramedic aboard the aircraft. REACH shall pay FIRE DISTRICT \$65 per hour for a FIRE DISTRICT paramedic. The paramedic hourly rate is based on the fully-burdened paramedic compensation costs and shall be adjusted annually as set forth in the FIRE DISTRICT current Memorandum of Understanding with its labor union. In no case shall this amount exceed the District's actual cost of providing a paramedic. FIRE DISTRICT will invoice REACH for any paramedic fees within 60 days of the end of each month, and REACH will pay FIRE DISTRICT therefor within 45 days of the date of the invoice. The paramedics provided FIRE DISTRICT are and shall remain the employees of FIRE DISTRICT under control of FIRE DISTRICT; provided, however, that during the FLIGHT SERVICES, the paramedics will abide by all

commands and instructions of the PIC and will follow and abide by all mutually agreed upon clinical protocols and medical direction, as well as all mutually agreed upon safety and operational guidelines. FIRE DISTRICT paramedics shall be trained and specifically approved by REACH to fulfill such missions. Such training shall include the REACH in-person academy and an approved field training process.

1.15. **Medical Crew.** FIRE DISTRICT and REACH agree to meet and confer in the event that REACH has a paramedic opening at the Santa Rosa base. Such meeting shall pertain to paramedic staffing aboard the helicopter based on the current operational performance and any anticipated changes. The REACH MEDICAL CREW member(s) shall be and remain employee(s) of REACH at all times, and shall comply with the requirements of this section and are subject to the clinical control of the MEDICAL DIRECTOR to the same extent as the FIRE DISTRICT crew members. REACH shall provide all salary, benefits, and professional liability coverage for the REACH MEDICAL CREW member(s). Each of the Parties intend that, in performing the services specified herein, it is acting as an independent contractor and will control the work it performs and the manner in which it is performed. This AGREEMENT is not to be construed to create the relationship between the Parties, or between one Party and the other Party's employees, of agent, servant, employee, partnership, joint venture, or association. Neither REACH, nor any of its employees, is a FIRE DISTRICT employee. Neither FIRE DISTRICT, nor any of its employees, is a REACH employee. This AGREEMENT does not give either Party, or any of its respective employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits the other Party may provide to its employees.

2. **Services Provided by FIRE DISTRICT**

- 2.1. FIRE DISTRICT shall use commercially reasonable efforts to have one (1) firefighter available at all times to respond to any requests for FIRE OPERATIONS. If FIRE DISTRICT is unable to supply a Firefighter, the fire mission may be rejected based upon requested services.
- 2.2. Neither REACH, nor any of its employees, is a FIRE DISTRICT employee. Neither FIRE DISTRICT, nor any of its employees, is a REACH employee. This AGREEMENT does not give either Party, or any of its respective employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits the other Party may provide to its employees.
- 2.3. **Dispatch Services.** REACH will be requested to provide the FLIGHT SERVICES within the County through REDCOM, the Sonoma County public service answering point and emergency dispatch center. REACH shall coordinate all 9-1-1 requests originating outside of the County, all inter-facility transfers "IFTs", or any equivalent resource request as determined by FIRE DISTRICT. FIRE DISTRICT shall provide REACH five (5) district programmed portable radios, an iPad for Tablet Command and any other necessary communications equipment, excluding aircraft communication equipment necessary for flight crew communication with REDCOM.
- 2.4. **FIRE DISTRICT Paramedic Review.** If in the reasonable opinion of REACH, any of the paramedics provided by FIRE DISTRICT pursuant to this AGREEMENT do not demonstrate a high degree of aptitude for the type of operations or customer service required, including good interpersonal

relations, REACH may make written request to FIRE DISTRICT to conduct a prompt review of the performance of the individual and, assuming FIRE DISTRICT concurs that remedial or corrective action is necessary and appropriate with respect to such individual, FIRE DISTRICT shall conduct such remedial or corrective measures, including if necessary in the opinion of FIRE DISTRICT, removal from the FLIGHT TEAM. All such employment actions will be handled by FIRE DISTRICT on a case by case basis in accordance with FIRE DISTRICT's policies and procedures. All FIRE DISTRICT employees shall conform to the rules and requirements jointly approved in writing by FIRE DISTRICT and REACH concerning dress and conduct and other applicable REACH and FIRE DISTRICT policies while providing services pursuant to this AGREEMENT, and in connection with referring/receiving agency personnel interface.

2.5. **Primary Call Provider.** Unless prohibited by applicable law, FIRE DISTRICT agrees that (a) REACH will be a primary provider called for air medical transport requests received through or from FIRE DISTRICT under the County 9-1-1 dispatch protocols, provided that the Parties understand that at all times REDCOM shall contact the closest most appropriate resource, and (b) it will manage IFTs according to its dispatch policies therefor. If at the time FIRE DISTRICT requests FLIGHT SERVICES, REACH's aircraft or any of its FLIGHT TEAM MEMBERS necessary to staff the aircraft are not immediately available or has an extended estimated time of arrival to an incident location, REACH will provide FIRE DISTRICT with its best estimate of alternative aircraft response time. If FIRE DISTRICT determines the response time is inappropriate, based upon the condition and needs of the patient, FIRE DISTRICT may utilize other appropriate resources or transport service to meet the patients transport needs. Under no circumstances will REACH have any liability to any third party (including any patient requiring transport) or to FIRE DISTRICT for any flight request that is declined by REACH, regardless of the reason therefor.

2.6. **Program Administration, Oversight and Advisory Services.** FIRE DISTRICT shall designate at minimum one (1) Helicopter Fire Specialist Command Officer (the "COMMAND OFFICER") or designee to work approximately 40 hours per week in partnership with the PROGRAM DIRECTOR in the administration and oversight of daily operations of the PROGRAM. Such personnel provided by the FIRE DISTRICT shall be either an employee(s) or contractor(s) of FIRE DISTRICT and under the control of FIRE DISTRICT. REACH shall reimburse FIRE DISTRICT not to exceed \$22,750 per month (payable via wire transfer by the fifth day of each month after the services are provided and upon receipt of an invoice) for the cost of providing these base supervisory, advisory and administrative duties related the the PROGRAM. Monthly reimbursement from the FIRE DISTRICT shall be inclusive of any annual Consumer Price Index increase associated with Bay Area standards. REACH shall be invoiced on a monthly basis by FIRE DISTRICT for the services of the COMMAND OFFICER in the previous month. In each monthly invoice, FIRE DISTRICT shall include a brief description of the services, date of services, and personnel providing the services. FIRE DISTRICT warrants and represents that this fee is at or below the cost of the PROGRAM administration and services provided by REACH. For clarity and avoidance of doubt, if FIRE DISTRICT cannot or does not provide services for any particular month, there shall be no payment owed by REACH for that month. COMMAND OFFICER responsibilities shall include:

- a. In partnership with the PROGRAM DIRECTOR, general oversight of the daily operation and personnel not to include disciplinary actions involving REACH employees.

- b. In partnership with REACH aviation services, administration and participation in the Helicopter Fire Specialist program.
- c. Management of all CA State fire support contract reimbursements to include prepositioning operations, deployment coordination, MARS/FC-33 completion/submission and all associated operational reimbursement recoveries.
- d. Management and scheduling of all marketing and PR related events.
- e. Establishment and maintenance of REDCOM relationship.
- f. Assistance with acquiring and obtaining all county permits and approvals.
- g. Establishment of appropriate measurement/metric systems.
- h. Provide fire related and incident command training to REACH employees.
- i. Provide necessary IT and communications support.
- j. Provide customer, public relations and business development support to the PROGRAM.

3. Utilization of Corporate Identity or Likeness

REACH and FIRE DISTRICT will use their commercially reasonable efforts to participate in mutually beneficial public relations and marketing activities. Neither REACH nor FIRE DISTRICT will utilize the other party's markings or identities without the express written permission from the other party. REACH will allow FIRE DISTRICT to place FIRE DISTRICT's identity on the aircraft used pursuant to this AGREEMENT, provided REACH will only use FIRE DISTRICT's trade names, trademarks, and logos in accordance with this AGREEMENT. All marketing materials of REACH that names or makes reference to FIRE DISTRICT or the FIRE DISTRICT trade names, trademarks and logos must be approved in writing by FIRE DISTRICT prior to distribution.

4. Relationship of the Parties

FIRE DISTRICT is an independent contractor of REACH in the furnishing of FIRE DISTRICT employees to REACH to serve as FLIGHT TEAM MEMBERS. REACH is an independent contractor of FIRE DISTRICT in furnishing of REACH employees to serve as nurses, pilots, paramedics and mechanics, and for the FLIGHT SERVICES to be provided pursuant to this AGREEMENT. Nothing in this AGREEMENT is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between parties. Each Party shall be solely responsible for the wages and benefits of its employees.

5. Term

Subject to the termination provisions of this AGREEMENT, this AGREEMENT is effective for a period of three (3) years, commencing on the EFFECTIVE DATE, and terminating on the anniversary of the EFFECTIVE DATE (the "INITIAL TERM", and together with any extensions, the "TERM"). This AGREEMENT shall automatically renew for an additional two (2) year period subject to the termination rights herein. Both parties may agree in writing to extend the contract for an additional time period agreed upon by both parties. Notwithstanding anything herein to the contrary, this AGREEMENT may be terminated by either party at will and without cause with ninety (90) days prior written notice to the other party. The terms of this AGREEMENT apply until the date of termination (not the date of notice of either party's notice of intent to terminate) to the other party.

6. Representations, Warranties and Covenants of REACH

REACH hereby represents, warrants and covenants as follows:

- 6.1. **Organization.** REACH is a limited liability company duly organized, validly existing, and in good standing under laws of the State of California, and has the power and DISTRICT to execute, deliver and perform its obligations under this AGREEMENT. REACH is qualified and authorized to do business in the State of California.
- 6.2. **Authorization.** The execution, delivery, and performance of REACH of this AGREEMENT have been authorized by all necessary limited liability company action on the part of REACH.
- 6.3. **FAA Regulations.** REACH shall comply with all regulations of the FAA pertaining to air medical transport services being furnished by REACH under this AGREEMENT and, in that connection, REACH represents that each FLIGHT TEAM MEMBER is properly licensed and certified and meets the minimum requirements as set forth in the applicable FAA regulations, and any requirements of the EMSA and LEMSA.
- 6.4. **Compliance.** REACH represents and warrants to FIRE DISTRICT that each nurse, paramedic, pilot and AMT provided pursuant to this AGREEMENT is properly licensed and certified and will meet the minimum requirements of all applicable regulatory agencies and that all federal, state and local laws and regulations and will continue to be adhered to by REACH throughout the TERM of this AGREEMENT. In addition to complying with the FAA regulations referenced in section 6.3, REACH shall comply with all federal, state and local laws and regulations applicable to REACH's operation of the PROGRAM and the FLIGHT SERVICES provided by REACH under this AGREEMENT.

7. Representations, Warranties and Covenants of FIRE DISTRICT

- 7.1. **Organization.** FIRE DISTRICT is in good standing under the laws of the State of the California, and has the power and DISTRICT to execute, deliver and perform its obligation under this AGREEMENT.
- 7.2. **Authorization.** The execution, delivery, and performance of FIRE DISTRICT of this AGREEMENT have been authorized by all necessary government action on the part of FIRE DISTRICT.
- 7.3. **Governmental Approvals.** FIRE DISTRICT has obtained and shall maintain and keep in force throughout the TERM of this agreement, all consents, licenses, permits, approvals, contracts and authorization of federal, state and local government authorities which may be required to execute, deliver and perform its obligations under this AGREEMENT REACH will assist FIRE DISTRICT in providing the necessary information, AGREEMENT, and licenses to execute the governmental approvals.
- 7.4. **Compliance.** FIRE DISTRICT represents that each FLIGHT TEAM MEMBER provided pursuant to this AGREEMENT is or will be properly licensed and certified and will meet the minimum requirements of all applicable regulatory agencies and that all federal, state, and local law and

regulations with respect to FLIGHT TEAM MEMBERS have and will continue to be adhered by FIRE DISTRICT throughout the TERM of this AGREEMENT.

8. REACH and FIRE DISTRICT Insurance Requirements

8.1. **REACH Policies and Amounts.** REACH shall: maintain the following minimum insurance coverages and name FIRE DISTRICT as an additional insured (with sole exception of worker's compensation); waive underwriters' right of subrogation; state that such coverages are primary to any coverages maintained by FIRE DISTRICT; and endeavor to provide FIRE DISTRICT thirty (30) days' notice of cancellation:

- (a) Professional medical liability insurance for the acts and omissions of REACH employees (including REACH employees that are FLIGHT TEAM MEMBERS in the performance of their duties pursuant to this AGREEMENT) in amounts of not less than \$10,000,000.00 per single occurrence.
- (b) Aircraft liability insurance covering injuries to patients or third parties and damage to property in the amount of \$50,000,000.00 for any one accident or series of accidents arising out of any one event. Such aircraft insurance excludes medical malpractice coverage. FIRE DISTRICT shall be named as an additional insured on said aircraft liability insurance.
- (c) Workers compensation insurance for its employees at California statutory limits.
- (d) Automobile liability insurance in the amount of at least \$2,000,000 to cover the vehicle, whether owned or non-owned, transporting the FLIGHT TEAM MEMBERS and MEDICAL CREW.

8.2. **FIRE DISTRICT's Policies and Amounts.** FIRE DISTRICT shall: maintain the following minimum insurance coverages; and, to the extent of FIRE DISTRICT's indemnification obligations, ensure that all such policies of insurance name REACH as an additional assured (with sole exception of worker's compensation); waive underwriters' right of subrogation; state that such coverages are primary to any coverages maintained by REACH, and endeavor to provide REACH thirty (30) days' notice of cancellation:

- (a) Professional medical liability insurance for the acts and omissions of FIRE DISTRICT's employees (including FIRE DISTRICT employees that are FLIGHT TEAM MEMBERS in the performance of their duties pursuant to the AGREEMENT) in amounts of not less than \$10,000,000 per single occurrence.
- (b) Workers compensation insurance for its employees at California statutory limits
- (c) Automobile liability insurance in the amount of at least \$2,000,000 to cover the vehicle, whether owned or non-owned, transporting the FLIGHT TEAM MEMBERS and MEDICAL CREW. FIRE DISTRICT may satisfy the foregoing insurance requirements through a program of self-insurance.

8.3. **Certificates of Insurance.** Each party will provide certificate(s) of insurance specifying coverages, limits and endorsements of insurance required above at or prior to the effective date of this AGREEMENT, upon renewal/replacement of the aforesaid policies and whenever requested by the other party.

9. Indemnification

9.1 **REACH's Indemnification Obligations.** REACH shall defend, protect, indemnify and hold harmless FIRE DISTRICT, its directors, officers, and employees, from every kind of character damages, losses, liabilities, expenses, demands or claims (collectively "LOSSES") arising out of, connected with, incident to, or resulting from REACH's performance of this AGREEMENT, to the extent but only to the extent that LOSSES are caused or claimed to be caused by the negligent acts or omissions, or willful misconduct of REACH, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. REACH's indemnification obligations hereunder shall not be diminished in any regard if such LOSSES were caused in part by the concurrent or joint negligence of FIRE DISTRICT; provided, however, that, in the event of joint or concurrent negligence or other legal fault of FIRE DISTRICT and REACH, REACH's indemnification obligations hereunder shall be limited to REACH's allocable share of such joint or concurrent negligence or other fault.

9.2 **FIRE DISTRICT's Indemnification Obligations.** FIRE DISTRICT shall defend, protect, indemnify and hold harmless REACH, its directors, officers, and employees from LOSSES arising out of, connected with, incident to, or resulting from FIRE DISTRICT's performance of this AGREEMENT, to the extent but only to the extent that LOSSES are caused by the negligent acts or omissions, or willful misconduct of FIRE DISTRICT, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. FIRE DISTRICT's indemnification obligations hereunder shall not be diminished in any regard if such LOSSES were caused in part by the concurrent or joint negligence of REACH; provided, however, that, in the event of joint concurrent negligence or other legal fault of REACH and FIRE DISTRICT, FIRE DISTRICT's indemnification obligations hereunder shall be limited to FIRE DISTRICT's allocable share of such joint or concurrent negligence or other fault.

9.3 **Procedures.** REACH and FIRE DISTRICT shall promptly notify the other party of the existence of any claim giving rise to an indemnification obligation. The party obligated to indemnify the other party (the "INDEMNITOR") shall select, manage, and pay the legal defense costs as a part of its indemnification obligation, including any settlement and/or judgement amounts awarded. The party being indemnified (the "INDEMNITEE") shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the INDEMNITOR of any obligation hereunder. The INDEMNITEE shall cooperate and comply with all reasonable requests that the INDEMNITOR may make in connection with the defense and any settlement.

9.4 **Duration.** The obligations under this Section 9 shall continue after the termination of this AGREEMENT, and the rights and obligations under this Section 9 shall inure to the benefit of the successors and permitted assigns of REACH and FIRE DISTRICT.

10. Miscellaneous.

10.1. **Force Majeure.** Neither party shall be liable to the other party for a failure to perform its respective obligations under this AGREEMENT if and to the extent that such failure results from the causes beyond the non-performing party's reasonable control, including without limitation, governmental regulations, labor strike, lockouts, riots, fires, floods or other weather conditions, natural disaster, acts of god, acts of governmental body or agency (collectively "FORCE MAJEURE"). If either party is unable to perform as a result of FORCE MAJEURE, it shall promptly notify the other party in writing of the beginning and estimated ending of each such period. If any period of FORCE MAJEURE continues for thirty (30) days or more, the party not so failing in

performance shall have the right to terminate this AGREEMENT upon written notice to the other party. Notwithstanding anything contained herein to the contrary, if FORCE MAJEURE prevents REACH from using its primary aircraft to perform FLIGHT SERVICES, REACH shall, to the extent it has suitable aircraft available for the purpose of this AGREEMENT, provide a backup aircraft to perform the FLIGHT SERVICES during the period of FORCE MAJEURE.

10.2. **Healthcare Compliance Matters.** Each party represents and warrants that it, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program (as defined under 42 USC §1320a-7b(f), and hereinafter referred to as "FEDERAL HEALTH CARE PROGRAM"). In performing its obligations under this Agreement, neither party shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (i) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other FEDERAL HEALTH CARE PROGRAMS after being excluded because of the conviction), or (ii) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any FEDERAL HEALTH CARE PROGRAM. Each party agrees that upon becoming aware of an entity or individual which it employs, contracts with, or has a relationship in which it uses the entity's or individual's items or services in performing its obligations under this AGREEMENT, being (i) convicted of a criminal offense related to healthcare, or (ii) listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any FEDERAL HEALTH CARE PROGRAM, it shall promptly notify the other party.

- a. **HIPAA.** In performing its obligations under this AGREEMENT, each party will comply, and will cause its employees to comply with the requirements of all applicable Laws, including those that pertain to the confidentiality of patient information. Without limiting the foregoing, each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this AGREEMENT. In addition, the parties shall comply fully with all applicable state and federal laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. If any terms or conditions of this Agreement are determined by any court or by the Office of the Inspector General of the U.S. Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations. Additionally, the parties hereto agree that any patient transfers shall be in compliance with the Emergency Medical Treatment & Labor Act (42 U.S.C. 1395dd et seq.) and any amendments thereto, and such other requirements as may be imposed by the U.S. Secretary of Health and Human Services, and any applicable state transfer laws.
- b. Each party shall promote full compliance with all applicable laws and foster a culture designed to prevent, detect and resolve instances of misconduct. Each party agrees to cooperate with the administration of the other party's compliance program during the term of this Agreement. Such cooperation shall include reasonable participation in training, providing access to necessary billing documentation, participating in contract and claims

audits and other aspects of the other party's compliance program and upon request, cooperating and assisting during any internal compliance review, investigation and/or audit. Each party shall promptly notify the other party of any violation of the other party's compliance policies and procedures or any applicable law or regulation of which such party becomes aware of during the term hereof. Each party shall cooperate with the other party in responding to and resolving any compliance investigation, inquiry or review initiated by a governmental agency, third party payor or other organization.

- 10.3. **Default.** A material breach by either party of any representation, warranty or covenant contained in this AGREEMENT or failure of either party to comply with any material terms or conditions set forth in this AGREEMENT shall constitute an event of default ("DEFAULT").
- 10.4. **Termination.** Either party may terminate this AGREEMENT if the other party fails to cure a DEFAULT within thirty (30) days after the non-defaulting party provides the defaulting party written notice describing the DEFAULT (the "CURE PERIOD"), unless the defaulting party cures the DEFAULT prior to the expiration of the CURE PERIOD. Further, this AGREEMENT may be terminated by reason of FORCE MAJEURE, as set forth in Section 10.1 above.
- 10.5. **Severability.** In the event that any provision of this AGREEMENT is determined to be unlawful, such provision shall be deemed to be severed herefrom, and of no force and effect, but shall in no way affect the remaining provisions set forth herein.
- 10.6. **Assignment.** Neither party may assign this AGREEMENT, in whole or in part, without the prior written consent of the other party.
- 10.7. **Waiver.** The waiver by one party of any breach or failure of the other party to perform any covenant or obligation contained in this AGREEMENT shall not constitute waiver of any subsequent breach or failure.
- 10.8. **Entire Agreement.** This AGREEMENT and any exhibits or schedules attached thereto or referred herein, represent the entire AGREEMENT between parties, with respect to the subject matter hereof, all other prior agreements being superseded, and this AGREEMENT shall not be modified except in writing and signed by both parties.
- 10.9. **Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.
- 10.10. **Notice.** All notices relating to this AGREEMENT shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other party at the address set forth below or such other address as may be given in writing from time to time.

Unless another address is specified in writing, notices, demands and communications to the parties shall be sent to the addresses indicated below:

Notices to FIRE DISTRICT:

Attn: Mark Heine, Fire Chief
8200 Old Redwood Highway

Windsor, CA 94952
Telephone: 530.473.2269

with a copy to:

Attn: William L. Adams
P.O. Box 1050
Windsor, CA 94952-1050
707-236-2176
bill@wladamspc.com

Notices to REACH:

Attn: Sean Russell, Regional President
8880 Cal Center Drive
Suite 125
Sacramento, CA 95826
Telephone: 916.921.4046
Email: c/o Ruth.ferguson@gmr.net

with a copy to:

Attn: Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111
Telephone:
Email: legal@gmr.net

11. **Recitals.** The recitals contained in the first portion of this AGREEMENT are part of this AGREEMENT.

IN WITNESS HEREOF, the parties, through their respective undersigned authorizes officers, have duly executed this AGREEMENT as of the day and year first written above.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FIRE DISTRICT:

Sonoma County Fire District

REACH:

REACH Air Medical Services, LLC

By: _____

Name: Frank Treanor

Title: SCFD Board President

By: _____

Name: Sean Russell

Title: Region President

EXHIBIT A

Cal OES Prepositioning and Assistance by Hire (ABH) Contract Work

A. **Cal OES Prepositioning.**

1. The FIRE DISTRICT will endeavor to have aerial firefighting assets included in prepositioning events, subject to approval by the California Office of Emergency Services (CalOES). If REACH assets and program personnel are included in any preposition incident, the FIRE DISTRICT shall notify the REACH base of such commitment of resources and base personnel shall make program assets and personnel available as outlined in the preposition request.
2. REACH agrees to operate all prepositioned assets and personnel in a manner consistent with its operational control and FIRE DISTRICT direction and approvals, including responding to fire incidents in adjacent operational areas.
3. During the time REACH assets are operating under the prepositioning commitment, Aircraft may be utilized for scene calls in CAL OES Region 2 as needed.
4. Reimbursement rates for aircraft, fuel, standby time, flight time, crew and personnel shall be based on the CalOES approved rates as confirmed between the FIRE DISTRICT and CalOES. These rates shall be updated annually and communicated by FIRE DISTRICT to REACH management by January 1 or whenever the rates are changed as a result of CalOES reimbursement protocols and policy changes.
5. REACH agrees to provide, operate, maintain and respond a fuel tender as necessary and as may be required.
6. The FIRE DISTRICT shall complete and submit all required reimbursement documentation to CalOES in a timely manner. The FIRE DISTRICT shall compensate REACH for the actual amount reimbursed by CalOES for FLIGHT SERVICES. Compensation shall not exceed the amount reimbursed by CalOES. Compensation to REACH for the preposition work performed shall occur only after the FIRE DISTRICT receives reimbursement from CalOES.
7. The FIRE DISTRICT shall forward payment for pre-position work within 60 days of FIRE DISTRICT receiving payment from CalOES. The District shall retain the administrative fee portion of the reimbursement from CalOES.
8. CalOES Reimbursement Rates for Aircraft will be determined upon application.

B. **Call When Needed (CWN) and Assistance by Hire (ABH) Contract Work.**

1. The FIRE DISTRICT acknowledges certain assets of the air program may be contracted by Cal Fire for Call When Needed (CWN) or Assistance By Hire (ABH) work. Reference Exhibit B, CALFIRE Sonoma Lake Napa Unit Annual Operating Plan

2. REACH agrees to operate all assets and personnel under a CWN (FC-33) or ABH contract in a manner consistent with FIRE DISTRICT direction and approvals. REACH is responsible for the maintenance and operation of the required fuel tender pursuant to any CWN or ABH requirements. During the time REACH assets are operating under the CWN or ABH commitment, the aircraft shall not be used in a manner inconsistent with the requirements for readiness or mission conflict as outlined in the CWN or ABH contract.
3. Reimbursement rates for aircraft, fuel, standby time, flight time, crew and personnel shall be based on the Cal Fire approved rates as confirmed between REACH, the FIRE DISTRICT and Cal Fire. These rates shall be updated annually and communicated by FIRE DISTRICT to REACH management on July 1 or whenever the rates are changed as a result of Cal Fire reimbursement protocols and policy changes.
4. REACH agrees to provide, operate, maintain, and respond a fuel tender as necessary and as may be required.
5. The FIRE DISTRICT shall complete and submit all required reimbursement documentation to Cal Fire in timely manner. The FIRE DISTRICT shall compensate REACH for the actual amount reimbursed by Cal Fire. Compensation shall not exceed the amount reimbursed by Cal Fire. Compensation to REACH for the CWN or ABH work performed shall occur only after the FIRE DISTRICT receives reimbursement from Cal Fire.
6. The District shall forward payment for CWN or ABH work within 60 days of District receiving payment from Cal Fire or U.S. Forest Service. The District shall retain the administrative fee portion of the reimbursement from Cal Fire.
7. CalOES Reimbursement Rates for Aircraft will be determined upon application.



**Sonoma County Fire District
Board of Directors
Staff Report**

Date: January 11, 2024

Topic: Authorize staff to re-title the Administrative Assistant/EMS Billing position to Financial Analyst and to recruit and fill the position.

Recommendations:

1. Approve the Financial Analyst job description, salary range and benefit package and adjustment to the organizational chart
2. Authorize staff to make amendments to the Administrative Memorandum of Agreement to reflect the position

Financial Impact:

The position costs have been included in the 2023-2024 Fiscal Year Adopted Budget. The position costs are funded by SCFD-EMS revenue.

Background:

The addition of this position was included in the District's Request for Proposal to provide Advanced Life Support Services to the County of Sonoma in the Exclusive Operating Area.

The position will primarily assist with the district's contractual compliance efforts, establish reporting systems, act as liaison to the contract billing company to enhance the district cost recovery, and assist with governmental programs related to emergency medical services.

The requested adjustment to the District's organizational chart is changing the title of the position from Administrative Assistant/EMS Billing to Financial Analyst. The intention has always been to have an analyst level position in this role, but it was inadvertently mis-titled in the previous version of the organization chart.

Staff recommends the Financial Analyst position salary range and benefits be set equal to the existing Executive Assistant position. (Salary range as of January 1, 2024, is \$116,310 to \$128,231).

Attachments:

1. Financial Analyst job description
2. Organization Chart

**Job Description
Financial Analyst
Sonoma County Fire District**

Class Title: Financial Analyst
Status: FLSA Exempt / Non-safety
Hours: Fulltime
Supervised by: Chief Financial Officer (CFO)
Number of Positions: 1
Probation: 12-months

The Position and General Job Description:

Under the supervision of the CFO, with close coordination of the Division Chief-EMS, the Financial Analyst will:

- Act as primary liaison with EMS Billing contractor
- Review bank deposits and allocate revenues to correct funds
- Monitor EMS Billing data and revenue
- Oversee collection agency activities and reporting
- Prepare variety of financial statements, reports, and analysis
- Recommend and draft policy and procedures
- Develop and present written and verbal reports and make recommendations for appropriate action based on an analysis of gathered data
- Audit financial data on an ongoing basis to assure conformance with established guidelines
- Develop, review and makes recommendations concerning bid proposals, purchases, and execute contractual agreements
- Interpret contract terms and monitor adherence to same; recommend solutions to contractual compliance issues
- Research operational and fiscal requirements for specific grant proposals; prepare grant applications and follow-up documentation; recommend and monitor procedures for grant management
- Participate in meetings and present requested and independently gathered data to assist managers in making operational and administrative decisions; may provide staff support to committees and Board of Directors
- May select, train, and supervise technical, accounting, and/or office support staff as well as student interns and volunteers
- Assist the public with EMS billing issues and questions
- Human Resource, payroll, accounting or administrative assignments as needed

Supervision Received and Exercised:

Receives supervision and direction from CFO and Division Chief-EMS. May supervise technical, accounting and/or office support staff as well as interns and volunteers.

**Job Description
Financial Analyst
Sonoma County Fire District**

Class Characteristics:

This is a managerial classification that oversees, directs, and participates in all activities related to Emergency Medical Services billing and contract compliance.

Essential Duties and Responsibilities:

Ability to:

- Evaluate work processes and suggest work improvements
- Implement effective use of electronic data processing applications
- Effectively handle multiple priorities, organize workflow, and meet strict deadlines
- Perform a variety of finance and accounting assignments
- Prepare clear and comprehensive fiscal analysis and reports
- Interpret federal and state laws and regulations as they relate to assigned programs and develop and implements changes
- Prepare budgets, grant applications, service contracts and complex narrative and statistical reports
- Establish and maintain effective working relationships with management, employees, clients, and the public in carrying out sound management policies
- Prepare program specific cost and performance reports

Essential Duties and Responsibility During a Declared Emergency (shift in priorities during an emergency):

- Provided support to the Department Operations Center as needed

Qualifications:

Knowledge of:

- Statistical, research and survey methods
- Generally Accepted Accounting Principles
- Principles and practices of governmental accounting, public finance administration, budgeting, auditing, and reconciliation
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and processes

Ability to:

- Demonstrate initiative and good judgement in exercise of duties
- Exhibit critical thinking and problem-solving skills
- Collect, compile and analyze qualitative and quantitative data

**Job Description
Financial Analyst
Sonoma County Fire District**

- Prepare clear and concise reports, correspondence, policies, procedures and other written materials
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work

Experience, Education and Certification:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. Normally, academic course work in public administration, business administration, management, accounting, political science, economics, statistics, English composition, psychology or closely related courses would provide such an opportunity.

Experience: Work experience which would provide an opportunity to acquire the knowledge and abilities listed. Normally, two years of full-time professional level staff experience related to general administration, accounting, or budgetary work including research, analysis, and preparation of written reports and recommendations would provide such an opportunity.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

Desirable Qualifications and Certification: (may be required after hire)

- Certified Ambulance Compliance Officer (CACO)
- Certified Ambulance Financial Officer (CAFO)

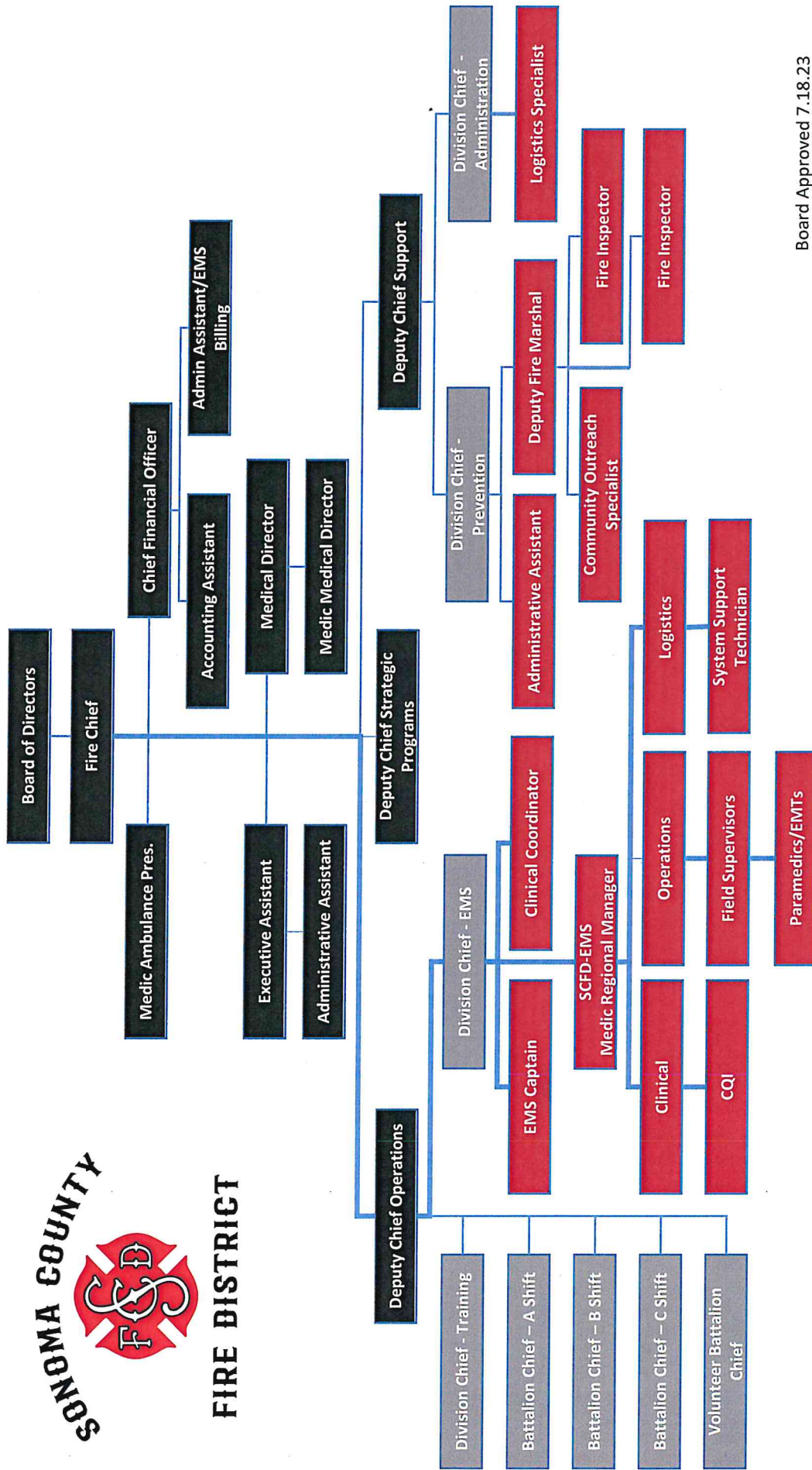
Physical Demands:

The position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, stooping, grasping, and repetitive and fine coordination hand movement. The incumbent must be able to lift, push, and pull files, paper and documents weighing up to 25 pounds.

SONOMA COUNTY



FIRE DISTRICT

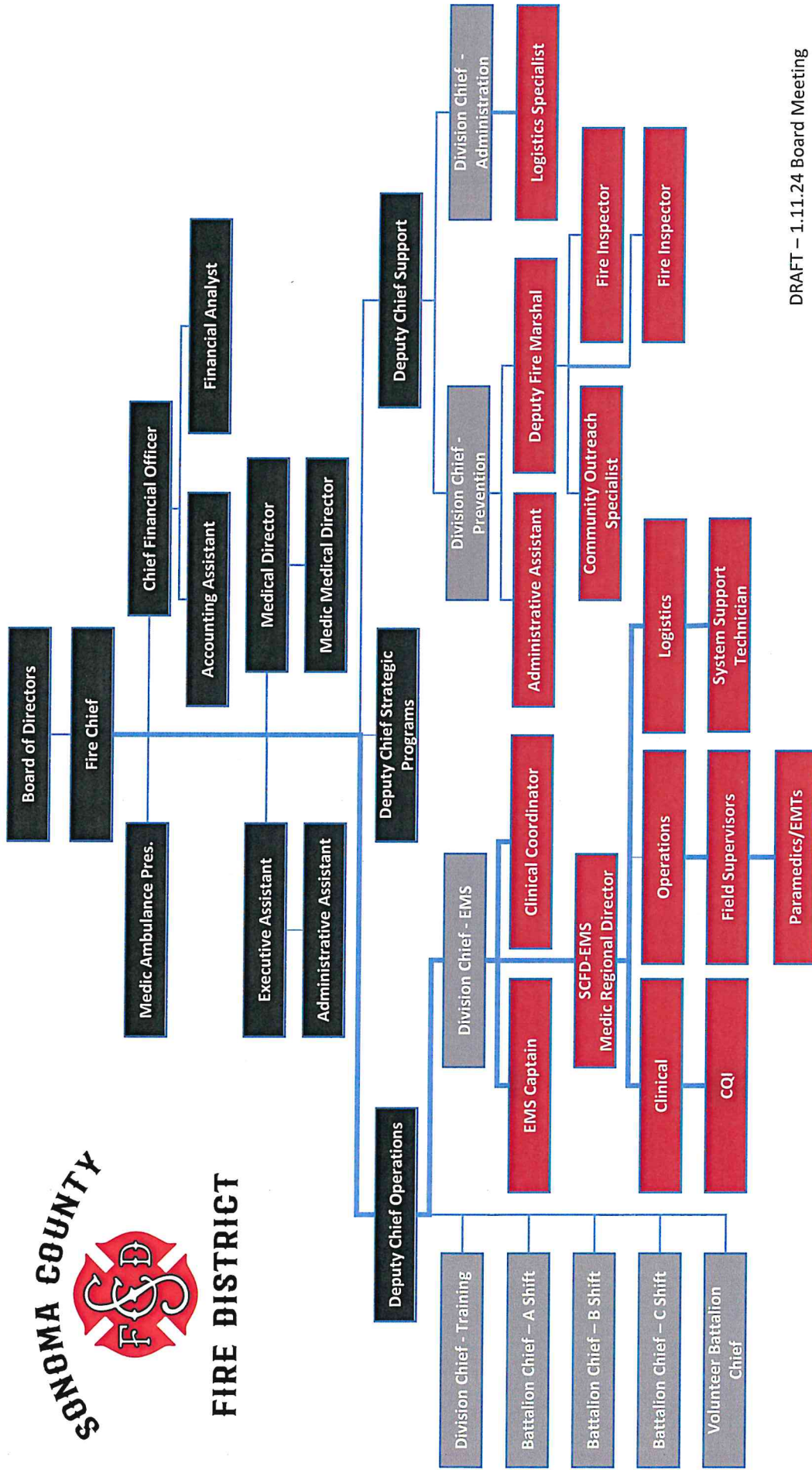


Board Approved 7.18.23

SANOMA COUNTY



FIRE DISTRICT





**Sonoma County Fire District
Board of Directors
Staff Report**

Date: 1/11/2024

Topic: Adopt an updated Emergency Medical Services Billing, Collection, and Write Off Policy

Recommendation:

Approve the updated Emergency Medical Services Billing, Collection, and Write Off Policy

Financial Impact:

The expansion of eligibility outlined in this new policy is expected to result in an increase in the number of patient transports that are not subject to balance billing. This is reflected in currently budgeted EMS revenue and projected EOA-1 billing.

Background:

The District Board of Directors adopted an Emergency Medical Services Billing, Collection, and Write Off policy in 2020. The proposed updates (attached) adjust the definition of those who are relieved from balance billing for remaining EMS charges, after going through the billing process. Under the 2020 policy, people who paid the SCFD special tax and SCFD employees were not balance billed. This proposed policy expands this group to include district residents. This expansion will allow for renters and others who are district residents, but not directly paying the SCFD special tax, to be eligible for a write-off of an unpaid EMS balance. Added to the policy is the requirement that individuals eligible for this relief from balance billing must make reasonable efforts to assist the district and/or our billing contractor to recover monies owed by insurance or other third-party payors.

Attachments:

1. Redline version: Emergency Medical Services Billing, Collection, and Write Off Policy Proposed Financial Hardship/Compassionate Care Policy
2. Clean final version: Emergency Medical Services Billing, Collection, and Write Off Policy

Sonoma County Fire District Emergency Medical Services Billing, Collection and Write-off Policy

PURPOSE:

To establish a policy for the provision, reimbursement, and write-offs of uncollectable accounts of emergency medical services provided by the Sonoma County Fire District.

SCOPE:

This policy covers all emergency medical service billing provided by the Sonoma County Fire District, whether directly or through a third part agency/collector.

PROCEDURES:

The Sonoma County Fire District recognizes the need to bill for these services to aid in the provision of EMS. Therefore, the Sonoma County Fire District shall bill for all EMS services provided.

No person requiring emergency medical services and/or transportation shall be denied services due to a lack of insurance or ability to pay levied charges.

Any applicable charges for EMS rendered shall be billed directly to the patient or the patient's third-party payer.

Sonoma County Fire District may, either directly or through any third-party billing agency, at its option, and shall, where required by law, bill insurers or carriers on a patient's behalf and may accept payment on an assignment basis.

All patients and/or their financially responsible parties, insurers, or carriers, will be billed for emergency medical services provided by the Sonoma County Fire District based upon usual and customary fees for these services:

1. All patients shall be liable for any co-payment, deductibles and patient responsibility amounts not satisfied by public or private insurance, and the Sonoma County Fire District shall balance bill and make reasonable collection efforts for all such balances. The Sonoma County Fire District may, either directly or through any third-party billing agency bill any applicable coinsurance carriers for such amounts.
2. Exceptions include only those instances where the Sonoma County Fire District or its agent has determined that the cost of billing and collecting such co-payments, deductibles and patient responsibility amounts exceeds or is disproportionate to the amounts to be collected as determined by the Sonoma County Fire District's Emergency Medical Services Billing, Collection and Write-off Policy.

Sonoma County Fire District may, either directly or through any third-party billing agency with which it has contracted for billing and/or collections for emergency medical services, make arrangements with patients and/or their financially responsible party for installment payments of bills so long as the third-party billing agency or the Sonoma County Fire District determines that:

1. The financial condition of the patient requires such an arrangement; and
2. The patient and/or financially responsible party has demonstrated a willingness to make good faith efforts towards payment of the bill.

Sonoma County Fire District shall not balance bill when prohibited by law. As authorized by Health and Safety Code sections 13917 and 13919, the Sonoma County Fire District shall not balance bill patients who pay a Sonoma County Fire District special tax, residents of the Sonoma County Fire District, or employees of the Sonoma County Fire District if the patient or the patient's authorized representative has made reasonable efforts to assist SCFD and/or any third-party billing agency to recover appropriate funds owed from insurance or other payors.

Providers must accept the Medicare allowed charge as payment in full and may not bill or collect from the beneficiary any amount other than the unmet Part B deductible and Part B coinsurance amounts for patients covered by Medicaid, Sonoma County Fire District will accept payment from Medicaid as payment for services and will not pursue the patient for the remaining balance of the invoice.

Write Off of Uncollectible Accounts

Sonoma County Fire District may contract with a private, third-party billing agency, to provide medical billing services. From time to time, the contractor may need direction for writing off uncollected debt. This policy is intended to provide that direction.

Sonoma County Fire District authorizes the third-party billing agency to bulk write off amounts not contractually allowed by Medicare and Medicaid and provide reports to Sonoma County Fire District of such write-offs.

For all commercial insurance and private pay clients; all appropriate charges shall be applied uniformly without regard to ability to pay or probability of payment.

Any account that has aged more than 180 days without activity or payment history, shall be referred to Sonoma County Fire District for review. The third-party billing agency must include all account documentation that demonstrates timely and efficient billing practices including but not limited to:

1. Account notes
2. Proof of billing statements and date of mailing(s) or electronic contact
3. Summary of the amount billed, and any current amount received
4. Summary of outstanding balances
5. Evidence of payment plan if applicable

After 180 days without payment, following the third collection attempt and if a hardship request has not been requested, the third-party billing agency will transfer uncollected balances to a collection agency designated by Sonoma County Fire District for continued collection efforts.

Write Off of Aged Accounts

In May of each year, the Fire Chief, EMS Division Chief~~BC~~ and ~~Finance Manager~~Chief Financial Officer or their designees, will review all unpaid accounts over 180 days due and determine which if any should be recommended to the Sonoma County Fire District Board of Directors to write-off. In June of each year, all recommendations for write-off's shall be submitted to the Board of Directors for approval. The EMS Division Chief~~BC~~, ~~Finance Manager~~Chief Financial Officer, or their designee, shall promptly notify the third-party billing agency of any bills that should be written-off.

Attachment:

~~Exhibit A — Billing & Collection Flow Chart~~

Sonoma County Fire District Emergency Medical Services Billing, Collection and Write-off Policy

PURPOSE:

To establish a policy for the provision, reimbursement, and write-offs of uncollectable accounts of emergency medical services provided by the Sonoma County Fire District.

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1. All patients shall be liable for any co-payment, deductibles and patient responsibility amounts not satisfied by public or private insurance, and the Sonoma County Fire District shall balance bill and make reasonable collection efforts for all such balances. The Sonoma County Fire District may, either directly or through any third-party billing agency bill any applicable coinsurance carriers for such amounts.
2. Exceptions include only those instances where the Sonoma County Fire District or its agent has determined that the cost of billing and collecting such co-payments, deductibles and patient responsibility amounts exceeds or is disproportionate to the amounts to be collected as determined by the Sonoma County Fire District's Emergency Medical Services Billing, Collection and Write-off Policy.

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1. The financial condition of the patient requires such an arrangement; and
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Providers must accept the Medicare allowed charge as payment in full and may not bill or collect from the beneficiary any amount other than the unmet Part B deductible and Part B coinsurance amounts for patients covered by Medicaid, Sonoma County Fire District will accept payment from Medicaid as payment for services and will not pursue the patient for the remaining balance of the invoice.

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Write Off of Aged Accounts

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**Sonoma County Fire District
Board of Directors
Staff Report**

Date: 1/11/2024

Topic: Approve Agreement for First Responder Advanced Life Support (FRALS) Services between the City of Santa Rosa and the Sonoma County Fire District

Recommendation:

Approve Agreement for First Responder Advanced Life Support Services between the City of Santa Rosa and the Sonoma County Fire District

Financial Impact:

This agreement calls for the district to pay the City of Santa Rosa \$1,500,000 annually for FRALS services. The compensation can increase once per year, based on an increase in ambulance rates. SCFD has also agreed to provide no more than \$50,000 towards a city-led study of EMS fees in the city, including possible first responder fees, subscription fees, or other possible revenue support for the city. These costs have been budgeted in the Sonoma County Fire District-EMS Enterprise fund FY23-24 budget.

Background:

The RFP and our EOA-1 ambulance bid required that the district work collaboratively with the City of Santa Rosa to support their ongoing FRALS program. The district and city representatives have had extensive discussions to craft the agreement attached. This FRALS program delivers a trained, certified, and fully qualified firefighter/paramedic on a Santa Rosa fire apparatus to the scene of medical emergencies within the City of Santa Rosa and limited areas surrounding the city. This program ensures the rapid response of an advanced life support provider who can begin immediate assessment and care. In areas of the district covered by advanced life support engines and city areas where a FRALS agreement is in place, the district receives the benefit of an extension of the time necessary to have an ambulance arrive at the scene.

Attachments:

1. Agreement for First Responder Advanced Life Support Services between the City of Santa Rosa and the Sonoma County Fire District

**AGREEMENT FOR FIRST RESPONDER ADVANCED LIFE SUPPORT
SERVICES BETWEEN THE CITY OF SANTA ROSA
AND THE SONOMA COUNTY FIRE DISTRICT**

This Agreement for First Responder Advanced Life Support Services (“FRALS Agreement”) is made and entered into this January 16, 2024 (“Effective Date”), by and between the City of Santa Rosa, a California municipal corporation (“City”), and the Sonoma County Fire District, a special district organized and operating pursuant to the California Fire Protection District Law of 1987 (“District” or “SCFD”). City and SCFD may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. On October 27, 2023, the County of Sonoma (“County”) and SCFD entered into the Professional Services Agreement for Advanced Life Support and Ground Ambulance Services in County Exclusive Operating Area One (“Emergency Ground Ambulance Service Contract”) to be the exclusive provider of advanced life support and emergency ground ambulance services (“Emergency Ground Ambulance Service”) within County Exclusive Operating Area 1 (“EOA-1”) pursuant to the Health and Safety Code Section 1797.224.

B. The boundaries of EOA-1 cover central Sonoma County, including the City of Santa Rosa, the latter of which is bound by the City Limits (as defined below).

C. City, through its Fire Department, has the capability to provide First Responder Advanced Life Support Services (“FRALS Services”), which includes City-provided Basic Life Support Services (“BLS Services”) and Advanced Life Support Services (“ALS Services”) within City limits and adjacent areas in EOA-1 under more limited circumstances.

D. City and SCFD agree that the health and safety of the residents of the City can be served through a cooperation between City and SCFD

E. City has the desire to provide FRALS Services within City Limits and certain other, more limited and designated areas of EOA-1 as agreed to by City and SCFD. Both City and SCFD desire to partner for the provision of FRALS Services in this manner.

F. City and SCFD desire to collaborate and cooperate to promote a positive image of the relationship between the Parties in the delivery of EMS within EOA-1 recognizing the unique and important role each Party plays the delivery of EMS within City Limits and throughout EOA-1.

G. The Parties expressly agree that in connection with the City’s provision of FRALS Services within the City Limits, and on a more limited basis throughout EOA-1 that (1) the City should receive fair, full and reasonable compensation for the City’s costs associated with providing FRALS Services; and (2) the provision of data and reporting by both of the Parties to support auditing and enforcement of this FRALS Agreement is important.

H. The Parties also expressly agree that incident command and control of all incidents within the City Limits will remain with the City.

NOW, THEREFORE, the Parties do mutually agree to the terms and conditions set forth below in this FRALS Agreement.

AGREEMENT

SECTION 1. EMERGENCY GROUND AMBULANCE SERVICE CONTRACT; DEFINITIONS.

- 1.1 Emergency Ground Ambulance Service Contract.** The Ground Ambulance Service Contract included as Attachment A (the “Emergency Ground Ambulance Contract” or the “GAC”) and is incorporated into the is FRALS Agreement as if fully set forth herein. The Ground Ambulance Service Contract includes Exhibit 1 (Scope of Services) (“Exhibit 1- SOS”) in full. All references to the Emergency Ground Ambulance Service Contract are to the Emergency Ground Ambulance Contract dated October 27, 2023. Any subsequent modifications or amendments to the Emergency Ground Ambulance Contract are not automatically incorporated into this FRALS Agreement. Any such modifications or amendments must be expressly incorporated into this FRALS Agreement by amendment pursuant to Section 18.5 of this FRALS Agreement before being effective under this FRALS Agreement. In the event of a conflict or inconsistency between this FRALS Agreement and the Ground Ambulance Service Contract, this FRALS Agreement will control except where otherwise specified.
- 1.2 Definitions.** Definitions that apply throughout this FRALS Agreement are set forth in Attachment B (Definitions).

SECTION 2. TERM.

- 2.1 Initial Term.** This FRALS Agreement shall begin on the Effective Date and shall end at 11:59:59 PM, Pacific Standard Time on January 15, 2029 (the “Initial Term”), unless earlier terminated or extended in accordance with Section 3 (Termination) of this FRALS Agreement.
- 2.2 Renewal Term.** City has the right in its sole discretion to extend this FRALS Agreement for an additional five (5) year term, which additional term would end at 07:59:59 AM Pacific Standard Time on January 15, 2034 (the “Renewal Term”; the Initial Term and Renewal Term are each, a “Term”). City agrees to provide notice of intent to renew the FRALS Agreement ninety (90) days prior to the expiration of the Initial Term.
- 2.3 Obligations to Meet to Consider Renewal Term.** On or before one hundred and twenty (120) days prior to the expiration of the Initial Term, the Parties agree to meet to either facilitate the extension of the FRALS Agreement under the Renewal Term or to allow for an orderly transition towards expiration of the FRALS Agreement in the event of non-renewal.

SECTION 3. TERMINATION.

- 3.1 Termination without Cause.** Either party may terminate this FRALS Agreement without cause by providing the other party with at least one hundred twenty (120) days prior written notice.
- 3.2 Termination for Cause.** Either party has the right to terminate this FRALS Agreement for cause upon a Material Breach (defined below) by the other party, as follows:
- 3.2.1. Notice and Opportunity to Cure.** In the event of a Material Breach, the non-breaching party shall give the breaching party written notice, setting forth with reasonable specificity the Material Breach. Within five (5) days of receipt of such

notice, the breaching party shall deliver to the non-breaching party, in writing, a plan of action to cure such Material Breach, which shall be promptly updated, as needed, until the breach is cured. The breaching party shall have the right to cure such Material Breach in the thirty (30) day period following receipt of notice of Material Breach, or as otherwise agreed to by the parties.

3.2.2. Failure to Cure. If the breaching party fails to cure the Material Breach within the thirty (30) day period following receipt of notice, or as otherwise agreed to by the parties, then the non-breaching Party may:

- (a) Immediately terminate the FRALS Agreement; or
- (b) Provide additional time for the breaching party to cure the Material Breach, which the non-breaching party shall describe in written notice to the breaching party; or
- (c) Deem the Material Breach to be a partial breach of the FRALS Agreement, affirm the existence of the FRALS Agreement, and seek relief for the partial breach, if any.

3.3 Material Breach.

3.3.1. For SCFD. Nonperformance, events, and circumstances that constitute a “Material Breach” by SCFD under this FRALS Agreement include, but are not limited to, the following:

- (a) a Material Breach by SCFD under Section 18(a) of the Emergency Ground Ambulance Service Contract;
- (b) initiation of an Emergency Takeover by County pursuant to Section 19 of the Emergency Ground Ambulance Service Contract.
- (c) any unauthorized scaling down of operations to the detriment of performance by SCFD during any “lame duck” period or other period of transition to another provider of services or service delivery model under the terms of this FRALS Agreement.
- (d) any failure by SCFD to make payments set forth in Section 6 of this FRALS Agreement.
- (e) any falsification of data supplied, or repeated failure to provide data to City by SCFD during the course of operations, including, but not limited to, patient report data, response time, financial data, or any other data required to be provided to City pursuant to this FRALS Agreement.
- (f) any failure by SCFD to perform or comply with the SCFD Responsibilities set forth in Section 5 of this FRALS Agreement.

- (g) any act or omission that substantially interferes with or frustrates SCFD's ability to perform services or comply with obligations under this FRALS Agreement or the Emergency Ground Ambulance Service Contract.

3.3.2. For City. Nonperformance, events, and circumstances that constitute a "Material Breach" by City under this FRALS Agreement include, but are not limited to, the following:

- (a) any falsification of data supplied, or repeated failure to provide data to SCFD by City during the course of operations, including, but not limited to, patient report data, response time, financial data, or any other data required to be provided to SCFD pursuant to this FRALS Agreement.
- (b) any failure by City to perform or comply with the City Responsibilities set forth in Section 4 of this FRALS Agreement.
- (c) any act or omission that substantially interferes with or frustrates City's ability to perform services or comply with obligations under this FRALS Agreement.

SECTION 4. CITY RESPONSIBILITIES. City agrees to provide FRALS Services under this FRALS Agreement as follows:

4.1 Scope of Service.

4.1.1. FRALS Service Area. The City's FRALS Service Area only includes those areas of Zone 1 (Oakmont (Urban)) and Zone 3 (Santa Rosa (Urban)) set forth in Section 3.2(D)(2) of Section III of Exhibit 1-SOS to the GAC that are within City Limits. The City agrees to provide FRALS Services primarily within City Limits and on an occasional, secondary, or more limited basis to adjacent jurisdictions within EOA-1, consistent with any System Status Management approved by the CVEMSA and subject to the terms of this FRALS Agreement.

4.1.2. Staffing and Equipment. In connection with its provision of FRALS Services and subject to the limitations set forth in Section 4.1.4 of this FRALS Agreement, the City agrees to provide Staffing and Equipment for FRALS Services within the City's FRALS Service Area as follows:

- (a) Twelve (12) companies at ALS level ("ALS Company") available 24 hours per day/7 days per week.
- (b) Each ALS Company shall have at least one (1) fully licensed and accredited Paramedic on duty at all times. Other minimum staffing for the ALS Companies for every 24-hour shift will be deployed as recommended by the SSM Committee and approved by the City.
- (c) Each ALS Company will be equipped according to the requirements of the CVEMSA's FRALS Services Equipment List.

4.1.3. City Response Time Standards.

- (a) In connection with its provision of FRALS Services and subject to the limitations set forth in Section 4.1.4, the City agrees to provide FRALS Services within the City’s FRALS Service Area as follows:
 - (i) Meet or exceed the Response Times 90% of the time in the zones of the FRALS Service Area at the Priority Levels as set forth in the applicable section of the charts in section 3.2(G) (Response Time Standards) of Section III of Exhibit 1- SOS to the GAC.
 - (ii) Such Response Time Standards for City shall only apply within the City’s FRALS Service Area and only to ALS Companies providing FRALS Services inside the applicable Assigned District(s) for that ALS Company. Response Times are measured for each compliance zone in the City’s FRALS Service Area.
- (b) The City may rely on Section 3.5 (Response Time Corrections and Exceptions) and Section 3.6 (Response Time Exemptions) in Section III of Exhibit 1- SOS to the GAC, as if those sections were fully set forth in this FRALS Agreement. For purposes of this Section, all references to “District” in those Sections 3.5 and 3.6 of Section III of Exhibit 1- SOS to the GAC shall instead reference “City”.
- (c) For purposes of this Section, response times and levels for City shall be calculated in accordance with Sections 3.1-3.7 of Section III of Exhibit 1- SOS to the GAC.

4.1.4. Limitation. Notwithstanding the foregoing, including Section 4.1.1 through Section 4.1.3 or any other provision of this FRALS Agreement, the City’s provision of FRALS Services is subject to available staffing and will only be provided to the extent City, in its sole discretion, determines that the provision of FRALS Services under this FRALS Agreement does not unduly compromise the provision of City Fire Service.

4.2 Licensing and Certification. In connection with the City’s provision of FRALS Services the City agrees to:

- 4.2.1.** Maintain and pay for all applicable and required state and local permits, licenses, and fees for its personnel, vehicles, and equipment for its provision of FRALS Service under this FRALS Agreement.
- 4.2.2.** Ensure that, continuously throughout the Term, all employees providing FRALS Services under this FRALS Agreement as Emergency Medical Technicians are certified, and that Paramedics are appropriately licensed and accredited.

4.3 Equipment Capabilities and Maintenance. In connection with the City’s provision of FRALS Services the City agrees to:

- 4.3.1. Equip each unit ALS Company with communication devices reasonably acceptable to SCFD and the CVEMSA that are necessary to communicate with the EMS Base Hospital, receiving facilities, the EMD, and SCFD.
 - 4.3.2. Except as set forth in this FRALS Agreement, City agrees to pay the costs associated with the operation of City's equipment and personnel required to comply with this FRALS Agreement, including with respect to maintenance of City biomedical equipment, EMD computer and communications devices, and all related equipment to industry standards.
 - 4.3.3. Allow SCFD to activate the City's traffic signal preemption system in accordance with City protocols (Opticom or successor system).
- 4.4 City Medical Director.**
- 4.4.1. The City agrees to provide a Medical Director to coordinate and oversee the clinical performance of the City under this FRALS Agreement at no additional cost to SCFD.
 - 4.4.2. Should City not elect to provide their own Medical Director and upon City request, SCFD agrees provide the services of a medical director to the City at a cost to be negotiated by the Parties either as an amendment pursuant to Section 18.5 of to this FRALS Agreement, or under a separate agreement between the Parties.
- 4.5 CQI Program.** The City agrees to establish and administer a continuous quality improvement program ("CQI" or "CQI Program") as submitted and approved by the CVEMSA in connection with its provision of FRALS Services as follows:
- 4.5.1. The CQI Program will cover all City personnel providing FRALS Services.
 - 4.5.2. The CQI Program will be consistent with State EMS Authority and CVEMSA requirements.
 - 4.5.3. The City will make continuing education classes required by the State EMS Authority and CVEMSA available to all City personnel providing FRALS Services. Classes will be available through the City's CQI Program and/or other City or City-sponsored training programs, as required by law.
 - 4.5.4. The City will monitor compliance with the CQI Program for City personnel providing FRALS Services.
- 4.6 Data Sharing.** In connection with the City's provision of FRALS Services the City agrees to:
- 4.6.1. Utilize data reporting and monitoring tools made available by SCFD.
 - 4.6.2. Provide copies of ePCRs and data regarding patient condition as required by the CVEMSA policy.
 - 4.6.3. Provide other reports as reasonably necessary to satisfy CVEMSA requirements.

- 4.6.4. Provide data and reports as reasonably requested by SCFD to facilitate SCFD's billing for ALS services rendered to patients transported and to meet other SCFD obligations as set forth the Emergency Ground Ambulance Service Contract. To the extent such data or reports become time consuming or onerous, the Parties agree to meet in good faith to discuss fair and reasonable compensation to City for the provision of such data or reports.

SECTION 5. SCFD RESPONSIBILITIES. SCFD agrees to provide service under this FRALS Agreement as follows:

5.1 Compliance with Emergency Ground Ambulance Service Contract. SCFD agrees to provide all services and comply with all requirements set forth in the Emergency Ground Ambulance Service Contract, including, without limitation, those set forth in Section 3(a) and Exhibit 1- SOS to the GAC, and as follows:

5.1.1. FRALS Service Area for SCFD. SCFD agrees to comply with Section 2.6(B) of Section II (Deployment and Response) of Exhibit 1- SOS to the GAC.

5.1.2. Staffing and Equipment for SCFD.

(A) SCFD agrees to provide sufficient staffing and equipment under its Emergency Ground Ambulance Service Contract to allow the City to provide FRALS Services without compromising the City's provision of City Fire Service, including, without limitation, staffing, equipment, and service levels sufficient to meet the requirements set forth in Section II (Deployment and Response), Section IV (Vehicles), and Section VI (Personnel) set forth in Exhibit 1- SOS to the GAC.

(B) The initial ambulance deployment plan unit hours, as set forth in Section 2.2(D) of Section II (Deployment and Response) in Exhibit 1-SOS to the GAC shall not be decreased for the first six (6) months from the Service Start Date.

5.1.3. SCFD Response Time Standards. SCFD agrees to comply with all requirements set forth in Section III (Response Times and Levels) of Exhibit 1- SOS to the GAC, including without limitation all Response Time Standard set forth in Section 3.2(G) (Response Time Standards) of Section III of Exhibit 1- SOS to the GAC.

5.1.4. Lame Duck Provisions. Section 20 (Lame Duck Provisions) of the Emergency Ground Ambulance Contract is incorporated into and applies in full to this FRALS Agreement, except that for purposes of this Section, the term "Agreement" in Section 20 of the GAC refers to this FRALS Agreement and the references to "County" in Section 20 of the GAC refers to "City."

5.2 Permits, Licensing and Certification. At its sole cost and expense, SCFD agrees to comply with and maintain and ensure all SCFD contractors and subcontractors comply with and maintain all permits, licensing and certification in good standing for personnel and vehicles for the provision of service under the Emergency Ground Ambulance Service Contract, including, without limitation, those requirements set forth in Section 5 (Permits, Licenses and Approvals) and Section 14 (District's Legal and Regulatory Compliance).

5.3 Equipment and Maintenance. In addition to the requirement set forth in Section 5.1.3 of this FRALS Agreement, SCFD agrees as to:

5.3.1. Medical Supply Restocking. Provide one-for-one disposable medical supplies and medications to restock all City vehicles used in the performance of this FRALS Agreement at no cost after each call.

5.3.2. Joint Purchasing. Allow the City to purchase supplies and equipment not otherwise provided under this FRALS Agreement or the Emergency Ground Ambulance Service Contract, through SCFD's equipment and supply system at SCFD's or SCFD subcontractor's pricing, to the extent permitted by law and by SCFD's agreements.

5.4 CQI Program. At its sole cost and expense, SCFD agrees to:

5.4.1. Comply with all requirements and perform services in accordance with Section VIII (Medical Control and Clinical Performance) of Exhibit 1-SOS of the GAC.

5.4.2. Provide a member or representative to sit on City's CQI Program committee, and/or participate in City's CQI Program.

5.5 Data Sharing.

5.5.1. Data and Reporting under Emergency Ground Ambulance Contract. At SCFD's sole cost and expense, comply with all requirements for data and reporting set forth in Section IX (Data and Reporting) of Exhibit 1-SOS of the GAC. SCFD agree to promptly provide City with copies of any data, reporting or other documentation that SCFD provides to the County or CVEMSA under the Emergency Ground Ambulance Contract, upon reasonable request from the City.

5.5.2. Additional Data. In addition to the foregoing, SCFD agrees to provide data and reports as reasonably requested by City to facilitate City's assessment of the FRALS Program in general, to evaluate compensation under this FRALS Agreement, to facilitate the CQI Program, and for any other purpose reasonably related to the provision of FRALS Service under this FRALS Agreement. To the extent such documentation becomes time consuming or onerous, the Parties agree to meet in good faith to discuss fair and reasonable compensation from the City to SCFD for the provision of such documentation.

SECTION 6. COMPENSATION TO CITY FOR FRALS SERVICE

6.1 Annual Base Compensation for FRALS Service.

6.1.1. Annual Base Compensation Amount. SCFD agrees to compensate the City for FRALS Services in an amount of one million, five hundred thousand dollars (\$1,500,000) per year ("Annual Base Compensation Amount"). SCFD agrees to divide the Annual Base Compensation Amount into twelve (12) installments each year, which equals one hundred twenty-five thousand dollars (\$125,000.00) per month for the first year ("Monthly FRALS Payment"). SCFD will make the Monthly FRALS Payment to the City on or before the 25th day of each month. For the month of January 2024, based on the effective date of January 16, 2024, the Monthly FRALS Payment shall be

prorated to \$62,500.00.

6.1.2. Adjustment of Annual Base Compensation Amount. Each year on July 1, the Annual Base Compensation Amount will increased in an amount equal to any increase in compensation or rates received by SCFD pursuant to section 10.2(A)-(D) (Rate Adjustments) of Section X (Finance and Administration) of Exhibit 1- SOS to the GAC. Any increase provided for in this Section will be effective as of the date of any such compensation or rate increase for SCFD. The City will be entitled to an increase in the Annual Base Compensation Amount that is retroactive to the effective date of any such increase in compensation or rates for SCFD. The limitation set forth in section 10.2(E) (Rate Adjustments) of Section X (Finance and Administration) of Exhibit 1- SOS to the GAC do not apply to this FRALS Agreement.

6.2 Substantial System Change Reopeners.

6.2.1. Changes to SCFD Performance and City's FRALS Services Obligations. If SCFD's provision of service under the Emergency Ground Ambulance Service Contract substantially changes in a manner that results in a substantial change in the City's FRALS Service under this FRALS Agreement, including by way of example and not limitation, changes to City Staffing and Equipment, extensions of City time On-Scene, diminishment of the City's capacity to provide City Fire Service, and/or increases in City costs of providing FRALS Services, the parties agree to renegotiate the Annual Base Compensation Amount set forth in this FRALS Agreement. The parties also agree to incorporate any agreed upon changes to the FRALS Agreement into a written amendment signed and fully executed by the parties, as provided for in Section 18.5 of this FRALS Agreement.

6.2.2. Substantial Changes in Technology or Service Delivery Requirements.

- (a) City and SCFD acknowledge and agree that equipment and supply requirements may be changed, at the direction of or with the approval of CVEMSA, due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, City and SCFD agree to meet and confer over that impact.
- (b) Should SCFD make substantial changes, including by way of example and not limitation, in medical technology, medical equipment or other service delivery requirements, in a manner that leads to significant increases in costs for City in the provision of FRALS Services under this FRALS Agreement, the Parties agree to negotiate in good faith a cost-sharing agreement for such major changes. Negotiated changes will be incorporated into this FRALS Agreement using an amendment pursuant to Section 18.5.

SECTION 7. JOINT RESPONSIBILITIES.

7.1 Flow Down Provisions. Section 2.6(C)(1) of the Emergency Ground Ambulance Service Contract requires the Parties to agree to certain flow-down provisions as part of the FRALS Agreement and the Parties therefore agree that this FRALS Agreement shall provide for the following:

7.1.1. Fair, full, and reasonable compensation for the City's cost of providing FRALS

Service;

- 7.1.2. Support for the operational integrity for Fire Services so as not to compromise or impair fire or other public safety or emergency response, including during the City of Santa Rosa's declared fire season;
- 7.1.3. Timely data sharing and reporting to support auditing and enforcement of the FRALS Agreement;
- 7.1.4. Assessment and treatment of patients according to applicable CVEMSA protocols;
- 7.1.5. Timely completion and submission of an ePCR corresponding to each medical response;
- 7.1.6. Participation in CVEMSA's quality improvement program; and
- 7.1.7. Response time compliance assessment and evaluation via FirstWatch OCU.

7.2 Service Quality and Education. SCFD and City jointly agree to:

- 7.2.1. **Quality Improvement.** Cooperate fully with the other party and the CVEMSA in their performance of quality improvement activities, including the sharing of clinical and employee performance information as may be necessary and otherwise permitted by applicable law.
- 7.2.2. **Medical Control Authority under CVEMSA.** Adhere to the standards of medical control authority established by the CVEMSA's Medical Director and the CVEMSA more generally, and to comply with the medical control directives of such parties.
- 7.2.3. **Education and Outreach.** The Parties agree to provide annual education and orientation to the other party to acquaint each party's personnel and relevant subcontractor personnel with the parties' equipment and response system.

7.3 Cooperation and Governance

- 7.3.1. **City Representative to SCFD System Deployment and Operations Committee.** The SCFD System Deployment and Operations Committee meets and reviews response, compliance, and performance with the System Deployment Management Plan. The City agrees to appoint a representative to participate in SCFD's System Deployment and Operations Committee, or such other committee that replaces this committee over the Term of the FRALS Agreement. SCFD agrees to share and provide all necessary data to City to allow the City to fully participate as a representative on the System Deployment and Operations Committee including the full, unredacted versions of packets and other materials. The Parties agree to cooperate to execute any necessary non-disclosure agreement(s) or authorization(s) through the CVEMSA to allow for such information sharing, as needed. The SCFD System Deployment and Operations Committee is separate from monthly meetings related to the CQI Program.
- 7.3.2. **City-SCFD EMS Operation Committee.** The Parties agree to meet, at minimum quarterly, as an EMS operational committee to discuss all EMS Topics.

- 7.4 Incident Command and Control within City Limits.** The Parties expressly agree that incident command and control of all incidents within the City Limits will remain with the City.
- 7.5 Shared Electronic Patient Data.** To the extent it is technologically feasible and permitted by applicable law, electronic patient data, including but not limited to ePCR, vital signs, and heart monitor data, will be shared between both Parties.

SECTION 8. EMS System Investment and Enhancements within City Limits of EOA-1

- 8.1** SCFD agrees to comply with Section XI of Exhibit 1- SOS to the GAC.
- 8.2** The Parties continue to explore opportunities to collaborate to improve and expand the delivery of EMS in EOA-1 through new investment, programs, and other enhancements, including, without limitation, as follows:
- 8.2.1.** EMS System Enhancement within City Limits. SCFD agrees to provide the City with up front compensation in an amount not-to-exceed fifty thousand dollars (\$50,000) to cover the full costs associated with an analysis by a third-party selected by City of potential funding mechanism(s) available to the City to enhance EMS service delivery within City Limits, including, without limitation, EMS subscription fee(s), first responder fees, or other direct fee options;
 - 8.2.2.** City-led Surge Program within City Limits; and
 - 8.2.3.** Alternative Service Delivery Models to complement EMS within City Limits.
- 8.3 Good Faith Negotiation; Amendment or Mutual Aid Agreement(s).** The Parties agree to negotiate expansion of the relationship under this Section in good faith. Within one hundred and eighty (180) days of the Effective Date of this FRALS Agreement, the expansion of the relationship agreed to by the Parties as required by this Section will be memorialized in an amendment pursuant to Section 18.5 of this FRALS Agreement and/or stand-alone mutual aid agreement (or similar agreement) that is signed and fully executed by the Parties (the “Mutual Aid Agreement”). The Mutual Aid Agreement will require each party to obtain, maintain and comply with all necessary licenses, permits and other legal and regulatory requirements necessary to carry out the obligations under such Mutual Aid Agreement(s).
- 8.4 Section 224 Rights.** Nothing in this Section is intended to impair, abridge, or interfere with SCFD’s rights to operate in EOA-1 under Section 1797.224 of the California Health and Safety Code.

SECTION 9. FORCE MAJEURE. A party to this FRALS Agreement shall not be liable for any failure to perform as required by this FRALS Agreement to the extent such failure to perform is caused by any reason beyond the reasonable control of such party, including, for example and without limitation: Strikes, labor disturbance or labor disputes of any character, accidents, failure of any governmental approval required for full performance, riots, civil disorders or commotions, war, acts of aggression, floods, earthquakes, Acts of God, explosions or similar occurrences; provided that, such party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrence from obstructing full performance. Such occurrences shall not constitute a basis for termination of this FRALS Agreement under Section 3.2 (Termination for Cause) and shall not affect this FRALS Agreement except as expressly provided for in this Section 9.

SECTION 10. BILLING

10.1 By SCFD For Services Provided Under Emergency Ground Ambulance Service Contract.

- 10.1.1.** City acknowledges that the billing rules permit SCFD (as the transporting agency) to bill federal, state, or private providers for ALS Services based on an ALS assessment and, when applicable, ALS interventions, when such services are performed by either SCFD or City. City agrees that during the Term of this FRALS Agreement, the City will use a system (e.g., medical priority dispatch) that considers and communicates each patient's condition at the time of dispatch with sufficient information to permit a determination of whether ALS assessment services are necessary. City agrees to cooperate with SCFD and to take all reasonable steps required by billing rules (for both governmental and non-governmental payers) and reasonably requested by SCFD to facilitate and support such billing.
- 10.1.2.** Within City Limits, SCFD will not charge any first responder fee for services provided under the Emergency Ground Ambulance Service Contract.

SECTION 11. INDEMNIFICATION

- 11.1** City agrees to defend, indemnify, hold harmless, and release SCFD, their officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by City hereunder, whether or not there is concurrent negligence on the part of SCFD, but excluding liability due to the active negligence or willful misconduct of SCFD. This indemnification obligation is not limited in any way by any limitations on the amount or type of damages or compensation payable to or for City or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. City shall be liable to SCFD for any loss of or damage to SCFD's property arising from City's negligence or willful misconduct.
- 11.2** SCFD agrees to defend, indemnify, hold harmless, and release City, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by SCFD hereunder, whether or not there is concurrent negligence on the part of City, but excluding liability due to the active negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SCFD or its agents under workers' compensation, disability benefit acts, or other employee benefit acts. SCFD shall be liable to City for any loss of or damage to SRS property arising from SCFD's negligence or willful misconduct.

SECTION 12. INSURANCE REQUIREMENTS. Both Parties to this FRALS Agreement shall at all times during the term of this FRALS Agreement maintain in force insurance coverage as specified in Attachment C and will comply with all requirements thereof.

SECTION 13. INDEPENDENT CONTRACTOR. It is understood and agreed that City is an independent contractor, and that no relationship of employer-employee exists between the parties. Nothing herein shall make City an agent except that City's arrival on scene shall satisfy SCFD's Response Time Standards under the Emergency Ground Ambulance Service Contract as provided for in this FRALS Agreement. City shall be solely responsible for compensating its employees and for their acts or omissions. It is understood and

agreed that SCFD is an independent contractor, and that no relationship of employer- employee exists between the parties. Nothing herein shall make SCFD an agent of City. SCFD shall be solely responsible for compensating its employees and for their acts or omissions.

SECTION 14. NOTICE. Notices and other communications required hereunder may be transmitted for SCFD by the Fire Chief and for the City by the City Manager or designee. Notices shall be transmitted in writing by certified mail, postage prepaid, return receipt requested, addressed to the Parties as follows:

TO SCFD

Mark Heine
Fire Chief
Sonoma County Fire District
8200 Old Redwood Hwy
Windsor, CA 95492

TO CITY

Scott Westrope
Fire Chief
Santa Rosa Fire Department
2373 Circadian Way
Santa Rosa, CA 95407

COURTESY COPIES TO:

President, Board of Directors
Sonoma County Fire District
8200 Old Redwood Hwy
Windsor, CA 95492

COURTESY COPIES TO:

City Manager
City of Santa Rosa
100 Santa Rosa Ave.
Santa Rosa, CA 95403-2881

SECTION 15. DISPUTE RESOLUTION.

- 15.1** City and SCFD agree to make a good faith effort to resolve any disputes arising from or as a result of the terms of this FRALS Agreement. Any dispute that cannot be resolved by the Parties within ten (10) days shall be put in writing and distributed to the individuals indicated in the Section titles "Notices and Contracts."
- 15.2** The Parties shall make every effort to resolve the dispute within thirty (30) days following the written notice of said dispute. If the dispute cannot be resolved within thirty (30) days, both Parties agree to utilize mediation in an effort to resolve the dispute.

SECTION 16. COMPLIANCE WITH LAWS. Each Party agrees and will ensure their subcontractors agree to provide services in connection with this FRALS Agreement in compliance with all local, regional state, and federal laws, regulations and/or governmental orders and guidance or directives, and any changes or amendments thereto, that are applicable to the services being provided by the party under this FRALS Agreement. SCFD further agrees to comply and ensure all SCFD contractors and subcontractors comply with all applicable requirements of Section 5 (Permits, Licenses and Approvals), Section 14 (District's Legal and Regulatory Compliance), Section 30 (Compliance with Laws) and Exhibit 1-SOS of the GAC.

SECTION 17. NON-DISCRIMINATION. Both Parties agree, and will ensure their subcontractors agree to comply with all applicable federal, state, and local laws, rules, and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age medical condition, handicap, AIDS, or HIV infection.

SECTION 18. ADDITIONAL TERMS AND CONDITIONS

- 18.1 Severability.** Should any provision, section, paragraph, sentence, or word of this FRALS

Agreement be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, then the remaining provisions, sections, paragraphs, sentences, and words shall remain in full force and effect.

- 18.2 Governing Law, Venue.** The laws of the State of California shall govern this FRALS Agreement. Venue of any litigation arising out of or connected with this FRALS Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- 18.3 Confidentiality and Maintenance of Records.** Except as required under the California Public Records Act (Cal. Govt. Code Section 6250 *et seq.*), City and SCFD agree to maintain the confidentiality of all confidential and/or proprietary information and records obtained in the course of providing services under this FRALS Agreement. Information and records shall be maintained in accordance with all applicable federal, state, and local laws, ordinances, and regulations now existing or later amended or added, and shall be maintained as confidential to the full extent permitted by such laws, ordinances, and regulations. Without limiting the generality of the foregoing, the Parties acknowledge the application of the Health Insurance Portability and Accountability Act of 1996 and the regulations and official federal guidance promulgated thereunder (collectively, "HIPAA") to the activities described in this FRALS Agreement. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this FRALS Agreement shall conform to the statutory and regulatory requirements established under HIPAA no later than the effective date of each such requirement. The parties agree to either amend this FRALS Agreement, or to enter into one or more separate agreements, to the extent necessary to comply with any applicable business associate or similar requirements under HIPAA.
- 18.4 Assignment.** This FRALS Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated without the written permission of both parties to this FRALS Agreement. Any assignment, transfer, or delegation in violation of this provision shall be void and of no force or effect.
- 18.5 Amendment:** No alteration or variation of the terms of this FRALS Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.
- 18.6 No Third-Party Beneficiaries:** Nothing contained in this FRALS Agreement shall be construed to create, and the parties do not intend to create any rights in third parties.
- 18.7 Waiver of Rights.** Any waiver by either party of any default, breach, or condition precedent, shall not be construed as a waiver of any provision of this FRALS Agreement, nor as a waiver of any other default, breach, or condition precedent or any other right hereunder.
- 18.8 Recitals; Incorporation of Attachments.** The Recitals to this FRALS Agreement are incorporated into the FRALS Agreement as if fully set forth herein. The Attachments to this FRALS Agreement are incorporated and made part of this FRALS Agreement. In the event of any conflict between the Attachments and this FRALS Agreement, the FRALS Agreement shall control, except as otherwise specified in this FRALS Agreement.
- 18.9 Further Assurances.** From time to time, upon reasonable request of City and without further

consideration, SCFD agrees to execute and deliver such other documents and shall take such further action, as may be reasonably required or desirable to carry out the provisions of this FRALS Agreement.

18.10 Time is of the Essence. Time is of the essence in all terms and conditions of this FRALS Agreement and all attachments or exhibits made a part thereto.

18.11 Equitable Relief. Because the obligations of each of the parties under the terms of this FRALS Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, each party, in addition to any other rights or remedies which such party may possess, shall be entitled to injunctive and other equitable relief in the event of any breach or threatened breach of this FRALS Agreement by the other party.

18.12 Authority; Counterparts and Electronic Signatures

18.12.1. Authority. Each party warrants to the other party that (a) it has all requisite power and authority and the legal right to consummate the transactions contemplated in this FRALS Agreement; and (b) this FRALS Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on each party respectively in accordance with the terms hereof.

18.12.2. Counterparts and Electronic Signatures. This FRALS Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one FRALS Agreement. Counterparts and/or signatures delivered by facsimile, pdf or approved electronic means approved by the Parties have the same force and effect as the use of a manual signature. Both City and SCFD wish to permit this FRALS Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this FRALS Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the FRALS Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective FRALS Agreement. The Parties reserves the right to reject any signature that cannot be positively verified by one Party as an authentic electronic signature.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF the Parties hereto have executed this FRALS Agreement as of the Effective Date.

CITY OF SANTA ROSA

SONOMA COUNTY FIRE DISTRICT

By _____
Mayor, City of Santa Rosa

By _____
President, Board of Directors

APPROVED AS TO FORM

APPROVED AS TO FORM

By _____
City Attorney

By _____
District Counsel

ATTACHMENTS

- Attachment A – Emergency Ground Ambulance Services Contract
- Attachment B – Definitions
- Attachment C – Insurance Requirements



**Sonoma County Fire District
Board of Directors
Staff Report**

Date: 1/11/2024

Topic: Approve Advanced Life Support Coverage Agreement between Sonoma County Fire District and Gold Ridge Fire Protection District

Recommendation:

Approve Advanced Life Support Coverage Agreement between Sonoma County Fire District and Gold Ridge Fire Protection District and authorize Chief Heine to sign the agreement.

Financial Impact:

This agreement provides that the Gold Ridge Fire Protection District (GRFPD) will pay the Sonoma County Fire District (SCFD) \$250,000 annually to offset the costs associated with prioritizing ALS ambulance coverage at GRFPD Station #2. This payment increases annually, based on the Medical CPI, with a minimum of four percent (4.00%) and a maximum of six percent (6.00%).

Background:

The GRFPD has had an agreement with the previous EOA-1 ambulance service provider for enhanced ALS coverage from an ambulance that is housed at their station #2. GRFPD and SCFD recognize that this has been a beneficial arrangement, in that SCFD receives a location and facility to house an ALS ambulance within the GRFPD and the GRFPD receives an ALS ambulance stationed within their district boundaries, when that unit is not needed elsewhere in the system. The ambulance is not dedicated to only serving the GRFPD but is assigned there when not needed elsewhere in the system.

This agreement also provides future opportunities for the two agencies to discuss opportunities for ongoing collaboration and opportunities to continue to improve EMS service delivery in EOA-1.

Attachments:

1. Advanced Life Support Coverage Agreement between Sonoma County Fire District and Gold Ridge Fire Protection District

ADVANCED LIFE SUPPORT COVERAGE AGREEMENT

THIS ADVANCED LIFE SUPPORT COVERAGE AGREEMENT is made and entered effective January 16, 2024 ("Effective Date") between the Sonoma County Fire District ("SCFD") and the Gold Ridge Fire Protection District ("GRFPD"), collectively referred to herein as "the parties". This Agreement supersedes any previous agreement between SCFD and GRFPD and serves as the sole contractual agreement between the two parties for services.

WHEREAS, both SCFD and GRFPD are fire protection districts formed and operating pursuant to the California Fire Protection District Law of 1987 (California Health and Safety Code section 13800 et seq.; and

WHEREAS, SCFD is a licensed provider of high-quality advanced life support ("ALS") with the capability to provide ALS coverage within GRFPD's jurisdiction; and

WHEREAS, SCFD is contracted to provide ALS Emergency Ground Ambulance Services to the County of Sonoma in Exclusive Operating Area 1 ("EOA-1") effective January 16, 2024; and

WHEREAS, in order to assure that residents and visitors within the Agency's jurisdiction receive appropriate ALS services when required as a result of injury or illness, GRFPD desires to retain SCFD to provide additional coverage within GRFPD jurisdiction and SCFD desires to provide such ALS coverage, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Coverage Area and Services.** GRFPD Agency hereby retains SCFD to provide ALS coverage (the "Services") within GRFPD geographic area (the "Service Area"). Notwithstanding the foregoing, SCFD may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by SCFD to insure adequate coverage throughout the Service Area. SCFD will staff the following unit for deployment within at GRFPD Station #2: one (1) advanced life support ambulance 24/7/365 staffed with an emergency medical technician and paramedic. This unit may be repositioned from time-to-time and may provide services within the Service Area and outside the Service Area.

2. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

3. **Innovation.** The Parties agree to meet and discuss future opportunities to collaborate to improve and expand the delivery of EMS in EOA-1 through programs and other enhancements, including, without limitation: Surge Program within EOA-1 and Alternative Service Delivery Models to complement EMS within EOA-1. Neither party is obligated to adopt proposed enhancements, but will meet in good faith to seek opportunities for partnership and improvements.

4. **Emergency Medical Services Schedule of Charges and Billing.** SCFD will be responsible for billing and collections for all Services provided by SCFD. Billing and settlement of claims will be at the sole discretion of SCFD. Notwithstanding the foregoing, SCFD will use reasonable efforts to establish payment plans for individuals with limited means and will consider "charity care" on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of SCFD. SCFD will adhere to the Sonoma County published rates when it bills for emergency medical services within the Service Area. SCFD will accept all calls without regard to gender, race, religion, age, nationality, or ability to pay.

5. **Agency Contribution.** During the Term, GRFPD will make an annual payment to SCFD (the "GRFPD Contribution") for purposes of offsetting the expenses of providing the Services described herein. The GRFPD Contribution shall be payable to SCFD in equal monthly installments beginning January 16, 2024 and being due on the fifteenth of each month thereafter. The annual GRFPD Contribution shall be: two hundred fifty thousand dollars (\$250,000.00).

The GRFPD Contribution shall increase on each anniversary date of this Agreement equal to the percentage increase in the Medical CPI during the most recent 12-month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers ("CPI-U"), or the most comparable successor index if such index is discontinued, with a minimum increase of four percent (4.00%), and a maximum increase of six percent (6.00%).

In the event that SCFD is temporarily unable to provide Services, the monthly installment(s) for the affected period(s) shall be pro-rated based on the number of full or partial days of interrupted Services.

6. **Facilities.** GRFPD licenses SCFD to the right to use the GRFPD Station #2 located at 1690 Watertrough Road, Sebastopol, CA 95472 for stationing, quartering, and parking ambulances used in the provision of Services pursuant to this Agreement. The license shall be without charge or rent to SCFD.

7. **Indemnification.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

8. **Insurance.** SCFD represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation industry and workers' compensation insurance in the statutory required amounts.

9. **Term.** The initial term of this Agreement shall be for one year (1) from the Effective Date. This Agreement will automatically renew for successive one (1) year period subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

10. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred twenty (120) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within sixty (60) day of written notice thereof to the other party.

11. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party

assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. SCFD and GRFPD administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

12. **Laws and Regulatory.** The Parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

13. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or

contemporaneous writings, negotiations, proposals, agreements, communications, discussions, or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to GRFPD:

Fire Chief
Gold Ridge Fire Protection District
4500 Hessel Road
Sebastopol, California 95472

If to SCFD:

Fire Chief
Sonoma County Fire District
8200 Old Redwood Highway
Windsor, CA 95492

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

Sonoma County Fire District

By: _____
Mark Heine, Fire Chief

Gold Ridge Fire Protection District

By: _____
Shepley Schroth-Cary, Fire Chief

Sonoma County Fire District
Balance Sheet
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
103-Summit -SCFD-Ambulance	175,669.71
104-Summit-New Operating	100.00
105-Summit- (Old) Operating	242,917.08
107-Summit- Payroll	61,464.80
109-Summit- ICS	
Apparatus Replacement Fund	500,000.00
Emergency Fund	2,000,000.00
Emergency Medical Services Fund	6,700,000.00
Equipment Replacement Fund	46,000.00
Facilities Capital Improv. Fund	1,100,000.00
109-Summit- ICS - Other	9,317,578.91
Total 109-Summit- ICS	19,663,578.91
111-Summit-Fire Impact Fee	409,764.17
112-Fire Impact Fees @ TOW	1,470,267.08
Retiree Health Benefit Fund	3,860,796.27
Total Checking/Savings	25,884,558.02
Other Current Assets	58,433.46
Total Current Assets	25,942,991.48
Fixed Assets	18,131,768.94
Other Assets	25,232,184.00
TOTAL ASSETS	<u>69,306,944.42</u>
LIABILITIES & EQUITY	
Liabilities	42,853,886.03
Equity	26,453,058.39
TOTAL LIABILITIES & EQUITY	<u>69,306,944.42</u>

SCFD Emergency Medical Services Enterprise Fund
Balance Sheet
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
SCFD-EMS-Enterprise Fund	23,063.73
SCFD-EMS-Enterprise Fund (New)	100.00
Total Checking/Savings	<u>23,163.73</u>
Total Current Assets	<u>23,163.73</u>
TOTAL ASSETS	<u>23,163.73</u>
LIABILITIES & EQUITY	
Equity	<u>23,163.73</u>
TOTAL LIABILITIES & EQUITY	<u>23,163.73</u>

Sonoma County Fire District 2023-2024 FY Budget vs. Actual -SCFD

Accrual Basis

	Jul - Dec 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
10 - Taxes				
1000 Property Taxes- CY Secured	6,466,205.45	11,963,113.00	-5,496,907.55	54.1%
1001 CY Special Tax	4,592,695.06	8,424,689.00	-3,831,993.94	54.5%
1008 RDA Increment	-508,384.67	-948,534.00	440,149.33	53.6%
1011 Prop Tax Collection Fee		-125,000.00	125,000.00	
1014 AB 1290 RDA Pass-Through	149,660.48	275,605.00	-125,944.52	54.3%
1017- Residual Prop Tax	324,635.08	672,019.00	-347,383.92	48.3%
1020 Prop Taxes- CY Supp	99,719.63	198,000.00	-98,280.37	50.4%
1040 Prop Taxes- CY Unsecure	372,984.15	360,958.00	12,026.15	103.3%
1061 PY Special Tax	62,378.57	125,000.00	-62,621.43	49.9%
Total 10 - Taxes	11,559,893.75	20,945,850.00	-9,385,956.25	55.2%
17- Use of Money/Property				
1700 Interest on Pooled Cash	26,601.10	42,000.00	-15,398.90	63.3%
1800 Rents & Concessions	30,363.39	70,573.00	-40,209.61	43.0%
Total 17- Use of Money/Property	56,964.49	112,573.00	-55,608.51	50.6%
20- Intergovernmental Revenues				
2300-GEMT Revenue	17,338.64			
2440 ST HOPTR	8,674.63	28,000.00	-19,325.37	31.0%
2495- County Abatement Program	31,125.00	100,000.00	-68,875.00	31.1%
2496-Grants-County of Sonoma		174,664.00	-174,664.00	
2500 Grant Income		1,116,569.00	-1,116,569.00	
2600-County Tax Exchange	5,359,447.39	5,295,626.00	63,821.39	101.2%
2700- Town of Windsor		126,000.00	-126,000.00	
2750 Federal Grant	50,000.00	1,299,046.00	-1,249,046.00	3.8%
2900 Refunds- ST Wages	167,562.55			
2905 Refunds- ST Other	49,025.67			
2906 Refunds- ST Apparatus	86,854.97			
Total 20- Intergovernmental Revenues	5,770,028.85	8,139,905.00	-2,369,876.15	70.9%
30- Charges for Services				
3145 Plans & Specs	43,144.84	241,000.00	-197,855.16	17.9%
3600 Reach Helicopter Program	60,000.00	180,000.00	-120,000.00	33.3%
3670- Ambulance Billings	1,818,707.92	4,121,872.00	-2,303,164.08	44.1%
Total 30- Charges for Services	1,921,852.76	4,542,872.00	-2,621,019.24	42.3%
40- Miscellaneous Revenue				
4040 Misc. Revenue	14,318.17	58,750.00	-44,431.83	24.4%
4041 Graton Rancheria		1,048,566.00	-1,048,566.00	
4103 Work Comp Reimbursement	207,995.89	200,000.00	7,995.89	104.0%
4104 Insurance reimbursement	10,739.56			
4600 Sale of Fixed Asset	4,000.00			
Total 40- Miscellaneous Revenue	237,053.62	1,307,316.00	-1,070,262.38	18.1%
Total Income	19,545,793.47	35,048,516.00	-15,502,722.53	55.8%
Expense				
50 Salaries/Employ Benefits				
5906 Volunteer Firefighters	900.00	30,000.00	-29,100.00	3.0%
5907 Apprentice Firefighters	21,500.00	60,000.00	-38,500.00	35.8%
5910 Perm Position	6,461,762.65	14,098,129.00	-7,636,366.35	45.8%
5912 Overtime	1,888,359.53	1,756,000.00	132,359.53	107.5%
5913 On-Call Stipends	52,300.00	109,500.00	-57,200.00	47.8%

**Sonoma County Fire District
2023-2024 FY Budget vs. Actual -SCFD**

Accrual Basis

	Jul - Dec 23	Budget	\$ Over Budget	% of Budget
5914 Overtime-ST	358,942.69			
5916 OT ST Coverage	138,687.42			
5918 OOC Strike Team OT	1,915.94			
5921 Overtime- Work Down	82,646.27			
5923 PERS District Expense	1,566,436.86	2,697,381.00	-1,130,944.14	58.1%
5924 Medi/FICA	113,170.05	247,331.00	-134,160.95	45.8%
5929- Retiree Health Insurance	110,473.70	247,084.00	-136,610.30	44.7%
5930 Health Insurance	1,013,066.40	2,194,200.00	-1,181,133.60	46.2%
5931 Disability Insurance	18,386.00	35,805.00	-17,419.00	51.4%
5932 Dental Insurance	82,741.76	177,833.00	-95,091.24	46.5%
5933 Life Insurance	3,859.77	7,487.00	-3,627.23	51.6%
5934 Vision Insurance	4,346.03	9,929.00	-5,582.97	43.8%
5935 Unemployment Insure	1,919.11	25,951.00	-24,031.89	7.4%
5940 Worker's Comp Premium	769,490.50	1,526,443.00	-756,952.50	50.4%
5969- Deferred Comp	26,875.00	48,600.00	-21,725.00	55.3%
5971- PTO Payout	273,539.26	300,000.00	-26,460.74	91.2%
5972 Medical Stipend	13,908.00	27,816.00	-13,908.00	50.0%
5999- Planned Salary Savings		-66,000.00	66,000.00	
Total 50 Salaries/Employ Benefits	13,005,226.94	23,533,489.00	-10,528,262.06	55.3%
60 - Services/Supplies				
6021 Uniform Expense	39,589.57	101,000.00	-61,410.43	39.2%
6022 Safety Clothing	78,614.97	192,780.00	-114,165.03	40.8%
6040 Communications	36,656.55	170,000.00	-133,343.45	21.6%
6060 Food	5,133.91	15,000.00	-9,866.09	34.2%
6084 Janitorial Supplies	9,076.17	25,000.00	-15,923.83	36.3%
6100-Insurance	364,451.00	416,650.00	-52,199.00	87.5%
6140 Maintenance Equip. & Appar	143,066.35	335,200.00	-192,133.65	42.7%
6154 Maintenance-Hose Replace	125,094.24	287,262.00	-162,167.76	43.5%
6180 Maintenance Buildings/Imp.	46,005.42	126,415.00	-80,409.58	36.4%
6261 Medical Supplies	52,282.14	322,397.00	-270,114.86	16.2%
6280 Memberships	23,123.92	24,900.00	-1,776.08	92.9%
6300 Prevention Materials	19,018.93	44,000.00	-24,981.07	43.2%
6400 Office Expense	4,249.53	20,000.00	-15,750.47	21.2%
6410 Postage	1,717.29	5,500.00	-3,782.71	31.2%
6457 Computer Charges	195,733.71	349,147.00	-153,413.29	56.1%
6461 Employee Wellness Programs	14,681.43	186,325.00	-171,643.57	7.9%
6462- Furniture	8,283.20	118,500.00	-110,216.80	7.0%
6463 Resource Materials	66,551.92	56,500.00	10,051.92	117.8%
6500 Professional Services	1,096,086.04	2,673,664.00	-1,577,577.96	41.0%
6501 Abatement Contractors	19,502.50	61,000.00	-41,497.50	32.0%
6526 Dispatch Services	66,440.27	108,110.00	-41,669.73	61.5%
6587 LAFCO charges	23,584.00	36,500.00	-12,916.00	64.6%
6610 Legal Services	77,111.45	175,000.00	-97,888.55	44.1%
6630 Audit/Accounting Services		17,000.00	-17,000.00	
6633 Payroll Expense	9,145.20	18,000.00	-8,854.80	50.8%
6634 Bank Service Charges	50.00	500.00	-450.00	10.0%
6666- Ambulance Charges	63,836.05	152,000.00	-88,163.95	42.0%
6667-Ambulance Transport Cost	79,205.16	434,922.00	-355,716.84	18.2%
6669-GEMT QAF Expense	1,320.24			
6800 Public/Legal Services	796.00	2,500.00	-1,704.00	31.8%
6820 Rent/Leases Equipment	24,435.24	55,738.00	-31,302.76	43.8%
6880 Small Tools/Instruments	12,679.03	169,800.00	-157,120.97	7.5%
6881 Safety Equipment	8,208.18	137,000.00	-128,791.82	6.0%

Sonoma County Fire District 2023-2024 FY Budget vs. Actual -SCFD

	Jul - Dec 23	Budget	\$ Over Budget	% of Budget
7000-Grant Expenses	13,786.10	61,171.00	-47,384.90	22.5%
7005 - Election Costs		150,000.00	-150,000.00	
7120 Training-in-Service	92,242.96	235,900.00	-143,657.04	39.1%
7150- Employee Recognition	1,011.75	5,000.00	-3,988.25	20.2%
7201 Gas/Oil	91,242.39	185,000.00	-93,757.61	49.3%
7300 Travel/Transportation	14,216.26	50,000.00	-35,783.74	28.4%
7320 Utilities	128,327.07	324,000.00	-195,672.93	39.6%
Total 60 - Services/Supplies	3,056,556.14	7,849,381.00	-4,792,824.86	38.9%
75 - Long Term Debt				
7910 LT Debt Principal	485,486.40	920,556.00	-435,069.60	52.7%
7930 Interest on LT Debt	330,864.77	650,541.00	-319,676.23	50.9%
Total 75 - Long Term Debt	816,351.17	1,571,097.00	-754,745.83	52.0%
85 - Capital Expenditures				
8510 Buildings/Equipment	59,528.78	636,336.00	-576,807.22	9.4%
8560 Equipment	7,703.50	3,181,213.00	-3,173,509.50	0.2%
8570 CERBT Contributions		100,000.00	-100,000.00	
Total 85 - Capital Expenditures	67,232.28	3,917,549.00	-3,850,316.72	1.7%
Total Expense	16,945,366.53	36,871,516.00	-19,926,149.47	46.0%
Net Ordinary Income	2,600,426.94	-1,823,000.00	4,423,426.94	-142.6%
Net Income	2,600,426.94	-1,823,000.00	4,423,426.94	-142.6%

**SCFD Emergency Medical Services Enterprise Fund
Budget vs. Actual
July through December 2023**

	Jul - Dec 23	Budget	\$ Over Budget	% of Budget
Income				
3670 - Ambulance Billings				
3670 A- Ambulance Collections	0.00	14,872,000.00	-14,872,000.00	0.0%
Total 3670 - Ambulance Billings	0.00	14,872,000.00	-14,872,000.00	0.0%
3671 - Charges for Svcs (Other)				
3671 A- Ambulance Standby	0.00	275,000.00	-275,000.00	0.0%
Total 3671 - Charges for Svcs (Other)	0.00	275,000.00	-275,000.00	0.0%
Transfer In - From SCFD Amb	300,000.00			
Total Income	300,000.00	15,147,000.00	-14,847,000.00	2.0%
Expense				
6100- Insurance				
6100 A- Cyber Security Ins.	0.00	25,000.00	-25,000.00	0.0%
Total 6100- Insurance	0.00	25,000.00	-25,000.00	0.0%
6457 -Computer/Software Charges				
6457 C- Software and Hardware	0.00	185,000.00	-185,000.00	0.0%
Total 6457 -Computer/Software Charges	0.00	185,000.00	-185,000.00	0.0%
6500- Professional/Special Serv				
6500 I- Medical Director	17,500.00			
6500 O- Contract for Ambulances	0.00	11,700,000.00	-11,700,000.00	0.0%
Total 6500- Professional/Special Serv	17,500.00	11,700,000.00	-11,682,500.00	0.1%
6526- Dispatch				
6526 A- Redcom Dispatch Costs	0.00	897,000.00	-897,000.00	0.0%
Total 6526- Dispatch	0.00	897,000.00	-897,000.00	0.0%
6573- Program Admin. Reimb.				
6573 A- Reimb. to SCFD General	0.00	450,000.00	-450,000.00	0.0%
Total 6573- Program Admin. Reimb.	0.00	450,000.00	-450,000.00	0.0%
6610- Legal Services				
6610 A- Legal for EMS Program	259,436.27	100,000.00	159,436.27	259.4%
Total 6610- Legal Services	259,436.27	100,000.00	159,436.27	259.4%
6630- Audit/Accounting Services				
6630 A- Auditor/Accounting Exp.	0.00	25,000.00	-25,000.00	0.0%
Total 6630- Audit/Accounting Services	0.00	25,000.00	-25,000.00	0.0%
6666- Ambulance Charges				
6666 A- Wittman Billing Expense	0.00	490,000.00	-490,000.00	0.0%
Total 6666- Ambulance Charges	0.00	490,000.00	-490,000.00	0.0%
7006- EMS Agency Expenses				
7006 A- Sonoma Co EMS Agcy Fees	0.00	525,000.00	-525,000.00	0.0%
Total 7006- EMS Agency Expenses	0.00	525,000.00	-525,000.00	0.0%
7007- FRALS Expenses				
7007 A- FRALS Agreement Expense	0.00	750,000.00	-750,000.00	0.0%
Total 7007- FRALS Expenses	0.00	750,000.00	-750,000.00	0.0%
Total Expense	276,936.27	15,147,000.00	-14,870,063.73	1.8%
Net Income	23,063.73	0.00	23,063.73	100.0%