

AGENDA  
SOUTH PLACER FIRE DISTRICT  
BOARD OF DIRECTORS  
Wednesday, August 14<sup>th</sup>, 2024

PG#4

1. **6:00 p.m. Goal Setting Workshop: Staff recommends a workshop to review the 2023/24 Goals and make recommendations on the draft FY 2024/25 goals.**

2. **6:30 p.m. Regular Session –**

A. **In Person at Station 17, Portable Conference/Training Room**

B. **To watch the meeting online, use the link <https://tinyurl.com/53nv5nfc>**

- i. Any member of the public may provide written comment to the Board before the meeting by sending it to the Secretary via email at: [kmedeiros@southplacerfire.org](mailto:kmedeiros@southplacerfire.org). If you are commenting on a particular item on the agenda, please identify the agenda item number and letter. Any comment of 500 words or less (per person, per item) will be read into the record if: (1) the subject line includes "COMMENT TO BOARD FOR [DATE OF] MEETING – PLEASE READ"; and (2) it is received by the Secretary by 5:00 PM the day of the meeting. Please be aware that any public comments requesting to be read aloud that do not specify a particular agenda item number will be read aloud during the general public comment portion of the agenda. Due to potential technological delays in transmission, the public is encouraged to submit any comments to the Secretary early, in order to ensure they are received in time to be read into the record.

3. **Flag Salute**

4. **Closed Session**

At any time during the regular session, the legislative body may adjourn to a closed session to confer with real property negotiators, labor negotiators, or legal counsel regarding existing or anticipated litigation. The legislative body may also adjourn to a closed session to consider liability claims, threats to public services or facilities, public employee appointment, public employment, public employee performance evaluation, or public employee discipline/dismissal/release.

5. **Public Comment**

Persons who wish to speak to the Board regarding an item not on tonight's agenda or wish to ask the Board to pull an item from the Consent Calendar may do so now. Please submit the Public Comment form to the Board Secretary before the commencement of the Board Meeting. When called upon, please come to the podium, state your name and address, and limit your remarks to three (3) minutes. Please be aware that the California Government Code prohibits the Board from taking any immediate action on an item that does not appear on the agenda unless the item meets stringent statutory requirements. However, your concerns can be referred to the Staff for review and reported back to the Board at a later date. Comments on agenda items, including items pulled from the Consent Calendar, will be allowed at this time or when the Board considers them.

6. **Consent Agenda (Single Motion Needed)**

All matters listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be a separate discussion of these items if a member of the Board of Directors, audience, or Staff requests a specific item to be removed from the Consent Agenda for separate action. Any item removed will be considered after the motion to approve the Consent Agenda.

- A. Approval of the Agenda
- B. Approval of the Minutes
- C. Authorization of Deposits:

PG#8

Ambulance	\$226,148.26
Consolidated Mitigation Fees	\$21,512.90
Plans/Inspections	\$43,412.00
Cell Tower Leases	\$10,925.77
MVA Fire Recovery	\$912.60
LUSD Stn. 29 Rent	\$3,000.00
FEMA Grant Funds	\$325,287.44
Tablet Command Reimbursements	\$13,483.32
Report Fees	\$50.00
 TOTAL	 <u>\$644,732.29</u>

- D. Approval of the August 2024 Expenditures: \$2,003,113.12

PG#12

- E. Personnel Items
  - Separations: None
  - Promotions: None
  - Reassignments: None
  - New Hires: None
  - Interns/Volunteers: None

**7. Special Presentation:** Badge pinning ceremony

**8. Old Business:**

- A. **Director Resolutions for Dedicated Service to South Placer Fire District:** PG#25  
Staff recommends the adoption of the resolutions recognizing Teresa Ryland for her outstanding service to the Fire District and the community.
- B. **Presentation, Discussion, and Action for a Public Relations Contract:** PG#27  
Staff recommends a presentation and discussion by Meraki and 3fold Communications regarding a proposed contract for PR services related to a future ballot measure, including contract authority to agree for services.
- C. **South Placer Fire District Policy Updates:** PG#35  
Staff recommends reviewing and approving the proposed policy updates.
- D. **Compliance Engine:** PG#47  
The Chief recommends the adoption Brycer’s “The Compliance Engine,” a software tool to enhance community safety through tracking and driving code compliance, reducing false alarm activity, and providing for a safer community.

- E. **Resolution of Intention to Create a Community Facilities District:** Staff recommends adopting the resolution of intention to form a Community Facilities District to fund public safety. PG#55
  - F. **Side Letter of Agreement with L522 Sacramento Area Firefighters, South Placer Unit, Regarding the Position of Firefighter Trainee:** Chief recommends discussion and action to approve the negotiated side letter of agreement. PG#70
  - G. **Response Time Standards:** Staff will present recommendations to achieve an eight (8) minute response time goal as adopted by the Board PG#76
- 9. New Business**
- A. **South Placer Fire District Policy Updates:** Staff recommends a first reading of the proposed policy updates. PG#77
  - B. **Assistance to Firefighters Grant (AFG) Award Acceptance:** Staff recommends accepting the grant from FEMA in the amount of \$346,079 to purchase portable radios. PG#119
- 10. **Correspondence** PG#120
  - 11. **Chief's Report** PG#122
  - 12. **Labor Report**
  - 13. **Functions**
  - 14. **Board/Staff Comments**
  - 15. **Future Agenda Items**
  - 16. **Adjournment**

**Next Board Meeting:  
September 11th, 2024 @ 6:00 PM**

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** DISTRICT GOALS AND FUTURE PLANNING  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item:** **FY 24/25 District Goals**

**Action Requested:** Staff recommends a workshop to review the 2023/24 Goals and make recommendations on the draft FY 2024/25 goals.

**Background:** The Board and staff have conducted goals workshops yearly since 2004. In 2019, the Board adopted the Strategic Plan, and the Strategic Plan Goals and Objectives were merged into the Board goal-setting process.

**Board Goals:** The Board Goals for 23/24 were to *maintain fiscal stability, explore all options for responsibly increasing revenue, and work with staff to achieve a balanced budget*. In review, the Board and administration achieved success in this goal:

- 1. Maintain fiscal stability**—The District has demonstrated remarkable resilience, managing to sustain fiscal stability amidst evolving financial conditions. Thanks to diligent expense management and strategic operational cost controls, we have successfully navigated the challenges of our constrained revenue. Our commitment to prudent financial oversight has allowed us to balance our budget effectively while unwaveringly providing essential services to our community. Although revenue growth has been modest, our careful approach to managing resources ensures we remain in a strong position moving forward.
- 2. Explore options for responsibly increasing revenue**—The Board and Staff have continued to work on increasing revenue. Ambulance and service fees/cost recovery are up, and the District is in the process of introducing Community Facility Districts to offset the impact of future growth. Additionally, the recent survey conducted by FM3 provides insight and the groundwork for consideration of a possible future ballot measure. Finally, the District again succeeded in the Assistance to Firefighters Grant, receiving almost \$73k for health and wellness physicals and cancer screening for all District members.
- 3. Achieve a balanced budget**—The preliminary, unaudited budget for FY 23/24 is close to balanced pending allowances for bad debt. This is a testament to the great effort by all District members, especially the Board, in adopting a fiscally conservative approach to operations and purchases.

**Administrative/District Goals:** The administration achieved some of the goals identified, but has and will continue to work diligently in pursuit of achievement. To update the Board:

- 1. Develop and Implement long-term Master Plans**
  - a. Complete, review, and adopt the Master Plan** – Complete and adopted.
  - b. Revise the Strategic Plan to include operational and financial components:** The strategic plan for operations is in process with a start date of August 19<sup>th</sup>. Once complete, staff will work on the fiscal strategic plan.
- 2. Ensure future fiscal solvency as measured by:**
  - a. Maintain a balanced budget and work to increase District reserves through incremental progress of 1-2% a year.** - The budget is balanced with the caveat of the bad debt exposure; however, something to consider is that the District only booked approximately \$73k of the nearly \$800k of grant revenue in the 23/24 FY. This means the purchases of the water tender and the EKG monitors were made strictly from the general fund budget. The grant revenue for the EKG monitors has already been received in FY 24/25, and the tender revenue should be received by the end of the year.
  - b. Effectively deploy District resources** – With the Master Plan complete and Board performance goals adopted, staff is working on a plan to deploy the existing resources to most effectively reach those goals.
  - c. Review all services and contracts and evaluate for value to the District** – Complete.
- 3. Increase positive interactions with the community and brand recognition:**
  - a. Improve District branding**—Introduced a quarterly newsletter, updated the District's website, and utilized social media to improve brand recognition within the district.
  - b. Improve community outreach through regularly scheduled interactions** – The District once again hosted Santa Claus to the delight and joy of all involved. We hosted quarterly open houses at our stations, attended local community functions and meetings, and collaborated with our agency partners to present fire safety information to the members of our community.
  - c. Partner with outside agencies to decrease the wildfire risk in the community**— The District has partnered with outside agencies to deliver fire safety messages and help mitigate the threat of wildfire in our district. There have been presentations at local HOA meetings and town council meetings, as well as with other groups, to address issues and explain best practices for wildfire safety. Additionally, the District works hand-in-hand with the county through its Hazardous Vegetation Abatement ordinance to ensure clear space to prevent the spread of wildfire.
- 4. Improve internal service delivery and business operations as measured by:**
  - a. Update and publish Standard Operating Guidelines** – Not started.
  - b. Review, update, and consolidate policies into a single manual** – Approximately 95% of policies have been processed, edited, or rewritten, and we are working with labor to bring them to the board for approval.

- c. **Continue to improve trust and working relationships between labor and management** – The administration and the personnel committee continue working with the labor group to improve trust and communications. There has been good conversation and progress on many fronts, including the ratification of a new discipline policy and a health and wellness policy that will provide for annual 1582 compliant health and wellness physicals for all members.

**Impact:** Future planning

**Attachments:** 2023/24 District Goals

**Mark Duerr**  
**Fire Chief**  
South Placer Fire District

# SPFD 2023/24 Goals

## **Board Goals**

1. The Board's goal is to maintain fiscal stability, explore all options for responsibly increasing revenue, and work with staff to achieve a balanced budget.

## **Administration/District Goals**

2. Develop and implement long-term District Plans.
  - a. Complete, review, and adopt the Master Plan.
  - b. Revise the strategic plan to include both operational and financial components.
3. Ensure future fiscal solvency as measured by:
  - a. Maintain a balanced budget and work to increase District reserves through incremental progress of 1-2% per year.
  - b. Effectively deploy District resources.
  - c. Review all services and contracts and evaluate for value to the District.
4. Increase positive interactions with the community and brand recognition:
  - a. Improve District branding.
  - b. Improve community outreach through regularly scheduled interactions.
  - c. Partner with outside agencies to decrease the wildfire risk in the community.
5. Improve internal service delivery and business operations as measured by:
  - a. Update and publish Standard Operating Guidelines.
  - b. Review, update, and consolidate policies into a single manual.
  - c. Continue to improve trust and working relationships between labor and management.

SOUTH PLACER FIRE DISTRICT  
BOARD OF DIRECTORS  
Regular Board Meeting Minutes  
July 10, 2024

REGULAR BUSINESS

The South Placer Fire District Board of Directors regular meeting was called to order on Wednesday, July 10, 2024, at 6:00 p.m. by President, Tracy Randall.

Board Present:

Tracy Randall, President  
Chris Gibson, Vice President  
Ken Musso, Clerk  
Mike Johnson, Director  
Gary Grenfell, Director  
Dan Bajtos, Director

Absent:

None

Staff in Attendance:

Fire Chief, Mark Duerr	Firefighter Paramedic, Anthony Rydell
Deputy Chief, Matt Feeley	Captain, Joshua Green
Division Chief, Jeff Ingolia	Firefighter Paramedic, Morgan Bradley
Battalion Chief Paramedic, Kelly Moretti	Apprentice Firefighter, Jaedon Cuevas
Engineer Paramedic, Pat Patterson	Firefighter Paramedic, Jack Wildenradt
Firefighter Paramedic, Karigan McDonough	Firefighter Paramedic, Skylar Roper

6:01 p.m. Adjourn to Closed Session: The Board of Directors adjourned to a closed session meeting for the following purposes:

(A) Labor Negotiations (Gov. Code § 54957.6) – Provide an update on contract negotiations.

6:20 p.m. Return from Closed Session

Closed Session Report: President Randall reported that the Board had met in closed session with no action to report at this time.

Public Comment: Member of the public, Sandy Harris, requested information on the energy savings from the installed solar panels at several stations. Chief Duerr noted that he would work on presenting the information at a future meeting.

Consent Agenda: Director Gibson made a motion to approve the consent agenda. Director Musso made a second to the motion.

Ayes: Grenfell, Gibson, Randall, Bajtos, Musso, Johnson    Noes: None    Abstain: None    Absent: None

Carried

Special Presentation: Badge Pinning Ceremony: Chief Duerr introduced 4 newly hired Firefighter Paramedics: Morgan Bradley, Karigan McDonough, Jack Wildenradt, Skylar Roper and one newly hired Apprentice Firefighter, Jaedon Cuevas. Family members stepped forward to formally pin the new employees of the District.

OLD BUSINESS

None



Vacant Board Position: The Chief recommends declaring former Director Teresa Ryland’s board position vacant and initiating the process to fill the vacant board seat. Chief Duerr explained that according to the Government Code, since it is less than 130 days until the next election, the Board has options to declare the seat vacant and appoint a new director, hold a special election, or allow the County Board of Supervisors to appoint a new director. Staff recommends that the Board direct staff to begin the process to fill the seat through appointment, including advertising and seeking letters of interest, then further following with interviews of the candidates, and finally to appoint one of the candidates to the vacancy no later than August 29<sup>th</sup>. President Randall declared the seat vacant in Division 2 and instructed Chief Duerr to begin the process of advertising and recruiting letters of interest from any residents of Division 2.

2024/25 Board Goal Setting Workshop: Staff recommends setting a date for the 2024/25 Board goals workshop. Chief Duerr began that this is an annual process between board and staff to have a workshop to discuss the 2024/25 Board goals. In addition, there will be a discussion on how the Strategic Plan Goals and Objectives will merge with this process. Director Bajtos made a motion to hold the 2024/25 Board Goals Setting Workshop prior to the next regular August 14<sup>th</sup> board meeting beginning at 6 pm. Director Gibson made a second to the motion.

Ayes: Grenfell, Gibson, Randall, Bajtos, Musso, Johnson    Noes: None    Abstain: None    Absent: None  
Carried

Compliance Engine: The Chief recommends a discussion and direction on implementing Brycer’s “The Compliance Engine,” a software tool to enhance community safety. Under the Fire Code, the District is tasked with ensuring all fire protection systems are maintained and compliant with the current code, relying heavily on the Fire Prevention Division and engine companies to conduct inspections and identify non-compliant systems. Difficulty tracking compliance and aggregating the data could potentially leave the District and community vulnerable to risks posed by unchecked systems. The Compliance Engine would track and drive code compliance and reduce false alarm activity by providing a secure cloud environment where third-party contractors who inspect, test, and maintain fire protection systems submit their reports directly to the portal. With zero cost to the District for this software tool, the District would receive time savings and reduced false alarm activity from system malfunctions. Inspecting contractors pay a fee per system per premise basis split between TCE and the District to cover the costs of maintaining the TCE system. The board agreed to move forward with the software tool, The Compliance Engine, and return the item in August for formal approval and implementation.

Response Time Standards: Staff recommends a review, discussion, and direction on response time standards. Chief Duerr began that the 2023/24 board goal was to effectively deploy resources with a current response goal of dispatch processing of 1:00 Turnout time EMS 1:00, Non-EMS 1:20, Total Reflex first unit of 8:00. He noted that the current actual turnout time was 1:41 and Total Reflex first unit of 9:00. Staff wants to confirm that the Board still finds these response times acceptable or develop plans to achieve the response time goals. Chief Duerr continued that getting responses down to 6 minutes would require stations to be re-opened. Director Musso added that the District needed to work on their long- and short-term goals first and foremost. President Randall added that 8 minutes is a good place to start and revisit whether it is feasible in a future meeting. Chief Duerr agreed to return the item for the regular Board meeting in August.

Dry Financing Request: Staff seeks approval to dry finance, if needed, from the Placer County Treasurer’s Office by action on Resolution 1-2024/25 and authorization to submit the dry financing application. Each year the District utilizes its reserve accounts to fund expenditures for July through December when the first property tax draws are received. Staff is seeking approval to authorize

borrowing up to \$3.5 million. Director Gibson made a motion to approve Resolution 1-2024/25 and authorize the submission of the dry financing application. Director Bajtos made a second to the motion.

Roll Call:

Ayes: Grenfell, Gibson, Randall, Bajtos, Musso, Johnson Noes: None Abstain: None Absent: None

Carried

INFORMATION AND DISCUSSION

Community Facilities District (CFD) Update: Staff will provide an update on the CFD process. Chief Duerr reported that the process is moving forward with legal, with things slowing during these past few summer months. The Board resolution of intention will come in August with a 60-day window to hold a public hearing. The CFD process should be adopted in October.

Correspondence: One PARS financial statement for the month of May.

Chief's Report:

- New Hire Academy has been completed.
- Wildland deployment
- New generators at St. 16 and St. 17
- Hosted Western Placer County Fire Chiefs Association meeting.
- New EMS training equipment
- Multiple fires this month with crews performing admirably.
- Coffee & Conversation July 15, 9-11 am
- August 6 National Night Out
- Leadership Loomis Graduation for Fire Prevention Officer Hoop
- Station 18 Open House/Loomis Fruit Shed Fest October 5
- District Update: 388 calls in June, down from last year. M16, E17 & E18 busy, Stations 18,17, busiest. Responses by Station: St. 18,17,16.
- 21 fires in district in June
- Call responses down, travel time down.
- June Ambulance Response calls within 97% SSV compliance
- Overtime: 40% due to open positions, OES 5%, Vacation 20%, Misc.33%
- Volunteer vs. mandatory overtime hours: 34% mandatory, 66% volunteer.
- Leave usage year over year: overtime up, sick leave up, vacation down.
- Chief Jeff Ingolia for Prevention: inspections completed down; plans received down. 11 new residential projects, 4 commercial permits pulled, 21,350 square feet for residential remodels, 47 sets of plans submitted, 36 new construction inspections completed. Large commercial projects: Sequoia Grove Home
- Chief Ingolia for Facilities: Station 17 drainage complete, new AC and heat in shop, App. Bay heaters in Station 18.
- Chief Ingolia for Fire investigations: none
- Chief Ingolia for Weed Abatement: 10 cases, 4 unresolved.

Labor Report: Representative Pat Paterson reported the unit had successfully obtained a tentative agreement to post to social media recently, bringing attention to the District's activities. He noted that the unit continues to meet and confer on a workaround for fitness testing for this year. The new employees have been beneficial for the recent strike team deployments and reducing the mandates for filling vacancies. He continued that he appreciated the shared decision-making process for strike team deployments offered by the administration.

Functions: Coffee & Conversation 7/15 9-11am, August 6 National Night Out

Board/Staff Comments: Director Musso noted that he had no report for the FAIRA Committee. President Randall reported that he and Chief Duerr met with LAFCO today to talk about the District and merger done in 2017. LAFCO to further look at that agreement especially with the County just recently approving a tax sharing program for the North Tahoe and Meeks Bay merger.

Future Agenda Items: CFD Approval of Resolution of Intention, Policy Review

There being no further business to come before the Board, the meeting adjourned at 7:10 p.m. The next regular meeting will be held on Wednesday, August 14, 2024.

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Medeiros". The signature is written in a cursive, flowing style.

Recording Secretary, Kathy Medeiros

Ranges: From: To: From: To:  
 Checkbook ID First Last Number First Last  
 Description First Last Date 7/2/2024 8/6/2024  
 User-Defined 1 First Last Type Check Check

Sorted By: Date  
 Include Trx: Reconciled, Unreconciled

\* Voided transaction ^ Cleared amount is different than posted amount

Checkbook ID	Description	User-Defined 1	Current Balance				
Number	Date	Type	Paid To/Rcvd From	Reconciled Origin	Payment	Deposit	
PLACER COUNTY	County Of Placer				\$1,987,506.93		
24639	8/6/2024	CHK	ADVANTAGE GEAR	No	PMCHK00001075	\$293.81	
24640	8/6/2024	CHK	AUBURN TIRE SERVICE	No	PMCHK00001075	\$1,837.16	
24641	8/6/2024	CHK	AP Triton, LLC	No	PMCHK00001075	\$5,581.50	
24642	8/6/2024	CHK	BART INDUSTRIES	No	PMCHK00001075	\$76.44	
24643	8/6/2024	CHK	Bank of New York Mellon	No	PMCHK00001075	\$1,500.00	
24644	8/6/2024	CHK	California Assn of Prefessio	No	PMCHK00001075	\$1,504.50	
24645	8/6/2024	CHK	Concern: EAP	No	PMCHK00001075	\$9,000.00	
24646	8/6/2024	CHK	DAWSON OIL	No	PMCHK00001075	\$6,908.02	
24647	8/6/2024	CHK	FAIRA	No	PMCHK00001075	\$168,669.00	
24648	8/6/2024	CHK	FOLSOM LAKE FORD	No	PMCHK00001075	\$167.72	
24649	8/6/2024	CHK	Fire Risk Management Service	No	PMCHK00001075	\$154,669.00	
24650	8/6/2024	CHK	GRAINGER, W.W.	No	PMCHK00001075	\$128.17	
24651	8/6/2024	CHK	ImageTrend, Inc	No	PMCHK00001075	\$30,779.93	
24652	8/6/2024	CHK	JRB Pest and Sanitation	No	PMCHK00001075	\$580.00	
24653	8/6/2024	CHK	Kingsley Bogard, LLP	No	PMCHK00001075	\$4,773.00	
24654	8/6/2024	CHK	LIFE ASSIST	No	PMCHK00001075	\$9,631.12	
24655	8/6/2024	CHK	Lexipol, LLC	No	PMCHK00001075	\$11,727.80	
24656	8/6/2024	CHK	LFM Communications	No	PMCHK00001075	\$8,297.01	
24657	8/6/2024	CHK	Municipal Emergency Services	No	PMCHK00001075	\$7,289.38	
24658	8/6/2024	CHK	McKinley, Lance	No	PMCHK00001075	\$23.66	
24659	8/6/2024	CHK	NGLIC C/O Superior Vision Se	No	PMCHK00001075	\$970.97	
24660	8/6/2024	CHK	P.E.R.S	No	PMCHK00001075	\$1,442,118.63	
24661	8/6/2024	CHK	PG & E	No	PMCHK00001075	\$3,834.30	
24662	8/6/2024	CHK	PRINCIPAL MUTUAL	No	PMCHK00001075	\$8,161.83	
24663	8/6/2024	CHK	Placer Doors & Gates	No	PMCHK00001075	\$815.00	
24664	8/6/2024	CHK	RIVERVIEW INTERNATIONAL	No	PMCHK00001075	\$630.72	
24665	8/6/2024	CHK	Recology Auburn Placer	No	PMCHK00001075	\$285.78	
24666	8/6/2024	CHK	Sacramento Area Fire Fighter	No	PMCHK00001075	\$4,984.00	
24667	8/6/2024	CHK	Sprinkler Medic Inc	No	PMCHK00001075	\$1,186.21	
24668	8/6/2024	CHK	SAN JUAN WATER	No	PMCHK00001075	\$618.94	
24669	8/6/2024	CHK	Consolidated Communications	No	PMCHK00001075	\$738.61	
24670	8/6/2024	CHK	Target Solutions Learning, L	No	PMCHK00001075	\$12,365.64	
24671	8/6/2024	CHK	T-Mobile	No	PMCHK00001075	\$1,008.24	
24672	8/6/2024	CHK	TASC/ Total Admin Service	No	PMCHK00001075	\$11,413.57	
24673	8/6/2024	CHK	Voya Financial Trust Co.	No	PMCHK00001075	\$37,685.95	
35 Transaction(s)						\$1,950,255.61	\$0.00

WELLS FARGO OP	Wells Fargo Operating Account					
						\$168,721.45
28797	7/11/2024	CHK	AUBURN TIRE SERVICE	No	PMCHK00001074	\$2,257.38
28798	7/11/2024	CHK	BAUER COMPRESSORS	No	PMCHK00001074	\$1,695.25
28799	7/11/2024	CHK	Brookcrest By Culligan Water	No	PMCHK00001074	\$160.80
28800	7/11/2024	CHK	CASCADE FIRE EQUIPMENT	No	PMCHK00001074	\$4,407.98
28801	7/11/2024	CHK	CURTIS L.N. & SONS	No	PMCHK00001074	\$102.75
28802	7/11/2024	CHK	Capital Public Finance Group	No	PMCHK00001074	\$12,040.00
28803	7/11/2024	CHK	DAWSON OIL	No	PMCHK00001074	\$1,520.79
28804	7/11/2024	CHK	Fire Plan Review, Inc.	No	PMCHK00001074	\$1,782.50
28805	7/11/2024	CHK	HARRIS INDUSTRIAL GASES	No	PMCHK00001074	\$750.20
28806	7/11/2024	CHK	Interstate All Battery Cente	No	PMCHK00001074	\$505.06
28807	7/11/2024	CHK	Interwest Consulting Group I	No	PMCHK00001074	\$11,535.00

Checkbook ID	Description	User-Defined 1			Current Balance		
Number	Date	Type	Paid To/Rcvd From	Reconciled Origin	Payment	Deposit	
28808	7/11/2024	CHK	LIFE ASSIST	No	PMCHK00001074	\$801.76	
28809	7/11/2024	CHK	Mission Uniform Services	No	PMCHK00001074	\$123.28	
28810	7/11/2024	CHK	Meraki Public Affairs, Inc	No	PMCHK00001074	\$1,500.00	
28811	7/11/2024	CHK	NETWORK DESIGN ASSOC	No	PMCHK00001074	\$65.00	
28812	7/11/2024	CHK	Doug Phillips	No	PMCHK00001074	\$1,840.00	
28813	7/11/2024	CHK	Placer County Water Agency	No	PMCHK00001074	\$584.51	
28814	7/11/2024	CHK	Quill Corporation	No	PMCHK00001074	\$174.34	
28815	7/11/2024	CHK	Recology Auburn Placer	No	PMCHK00001074	\$729.63	
28816	7/11/2024	CHK	SAN JUAN WATER	No	PMCHK00001074	\$1,395.60	
28817	7/11/2024	CHK	STERICYCLE INC	No	PMCHK00001074	\$319.07	
28818	7/11/2024	CHK	SACRAMENTO TRUCK CENTER	No	PMCHK00001074	\$186.67	
28819	7/11/2024	CHK	SAMBA Holdings Inc	No	PMCHK00001074	\$101.02	
28820	7/11/2024	CHK	TIFCO INDUSTRIES	No	PMCHK00001074	\$425.20	
28821	7/11/2024	CHK	US Bank Corporate Payment Sy	No	PMCHK00001074	\$2,687.00	
28822	7/11/2024	CHK	Xerox Financial Services	No	PMCHK00001074	\$5,166.72	
26 Transaction(s)						\$52,857.51	\$0.00
61 Total Transaction(s)							

Ranges: From: To: From: To:  
 Vendor ID First Last Checkbook ID PLACER COUNTY WELLS FARGO OP  
 Vendor Name First Last Check Number First Last  
 Check Date 7/2/2024 8/6/2024

Sorted By: Checkbook ID

Distribution Types Included: PURCH

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
A172	ADVANTAGE GEAR	PLACER COUNTY	24639	8/6/2024	\$293.81
37759	76136-1	Wildland gloves	\$124.41		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies	\$124.41	\$0.00	
37760	76146-1	New hire uniform, Cuevas	\$169.40		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2133-000	Uniform Supplies	\$169.40	\$0.00	
A211	AUBURN TIRE SERVICE	PLACER COUNTY	24640	8/6/2024	\$1,837.16
37762	144269	Six new tires	\$1,837.16		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2222-507	2017 Ford E450 Medix Type III M20	\$1,837.16	\$0.00	
A245	AP Triton, LLC	PLACER COUNTY	24641	8/6/2024	\$5,581.50
37761	2024-369	Strategic plan, 25% completi	\$5,581.50		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2043-000	Legal/Consulting Fees	\$5,581.50	\$0.00	
B147	BART INDUSTRIES	PLACER COUNTY	24642	8/6/2024	\$76.44
37764	6091-595449	Brake pads	\$76.44		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2222-014	2008 Ford F150 4X4	\$76.44	\$0.00	
B174	Bank of New York Mellon	PLACER COUNTY	24643	8/6/2024	\$1,500.00
37763	252-2644648	Trustee fee, 6/15/24-6/14/25	\$1,500.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2043-000	Legal/Consulting Fees	\$1,500.00	\$0.00	
C273	California Assn of Professiona	PLACER COUNTY	24644	8/6/2024	\$1,504.50
37803	8-2024 LTD	08-2024 Safety LTD	\$1,445.50		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0215-000	Group Insurance Payable	\$1,445.50	\$0.00	
37804	8-2024 NS	08-2024 NSafety LTD	\$59.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0215-000	Group Insurance Payable	\$59.00	\$0.00	
C288	Concern: EAP	PLACER COUNTY	24645	8/6/2024	\$9,000.00
37765	CN2501033	EAP services, FY 2024/25	\$9,000.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2019-000	Employees Assistance Program	\$9,000.00	\$0.00	
D101	DAWSON OIL	PLACER COUNTY	24646	8/6/2024	\$148.02

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
37767	733964	Fuel, Sta 17		\$2,001.05	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-001	Station 17 Fuel		\$2,001.05	\$0.00
37768	733965	Fuel, Sta 19		\$2,113.27	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-003	Station 19 Fuel		\$2,113.27	\$0.00
37769	734562	Fuel, Sta 19		\$1,202.47	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-003	Station 19 Fuel		\$1,202.47	\$0.00
37770	734563	Fuel, Sta 17		\$1,591.23	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-001	Station 17 Fuel		\$1,591.23	\$0.00
F101 37771	FAIRA	PLACER COUNTY	24647	8/6/2024	\$168,669.00
	PREM 2025-74	Property & Liab, FY 2024/25	\$168,669.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2028-000	Insurance (FAIRA)		\$168,669.00	\$0.00
F109 37772	FOLSOM LAKE FORD	PLACER COUNTY	24648	8/6/2024	\$167.72
	780157	Brake bolts, ball joint	\$167.72		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-014	2008 Ford F150 4X4		\$167.72	\$0.00
F175 37773	Fire Risk Management Services	PLACER COUNTY	24649	8/6/2024	\$154,669.00
	FRMS00257	Qtrly premium, FY 2024/25	\$154,669.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-1315-000	Workmans Comp. Insurance		\$154,669.00	\$0.00
G110 37774	GRAINGER, W.W.	PLACER COUNTY	24650	8/6/2024	\$128.17
	9170691282	Radio turntable swivel	\$25.17		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-813	2005 Spartan Hi-Tech Type One Engin		\$25.17	\$0.00
37775	9172252562	Split loom wire cover	\$103.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$103.00	\$0.00
I137 37776	ImageTrend, Inc	PLACER COUNTY	24651	8/6/2024	\$30,779.93
	PS-INV109254	Licensing fee, FY 2024/25	\$30,779.93		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2056-000	Software Subscriptions		\$30,779.93	\$0.00
J128 37777	JRB Pest and Sanitation	PLACER COUNTY	24652	8/6/2024	\$580.00
	80223	Monthly billing	\$90.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$90.00	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
37778	80224	Monthly billing		\$90.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-001	6900 Eureka Road		\$90.00	\$0.00
37779	80225	Monthly billing		\$90.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-005	3505 Auburn Folsom Road		\$90.00	\$0.00
37780	80228	Monthly billing		\$90.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-003	7070 Auburn Folsom Road		\$90.00	\$0.00
37781	80229	Monthly billing		\$90.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-006	4650 East Roseville Parkway		\$90.00	\$0.00
37782	81249	Monthly billing		\$130.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-028	5840 Horseshoe Bar Rd		\$130.00	\$0.00
K127	Kingsley Bogard, LLP	PLACER COUNTY	24653	8/6/2024	\$4,773.00
37783	32040	Monthly billing		\$3,393.50	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2010-000	Labor Legal Fees		\$780.00	\$0.00
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$2,613.50	\$0.00
37784	32071	Monthly billing		\$1,379.50	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2010-000	Labor Legal Fees		\$560.00	\$0.00
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$819.50	\$0.00
L107	LIFE ASSIST	PLACER COUNTY	24654	8/6/2024	\$9,631.12
37787	1451035	Various supplies		\$2,441.74	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$2,441.74	\$0.00
37788	1451314	StatPacks G3+ bags		\$696.33	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$696.33	\$0.00
37789	1452297	Various supplies		\$3,799.21	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$3,799.21	\$0.00
37790	1456339	Various supplies		\$2,598.09	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$2,598.09	\$0.00
37791	1456413	Medications		\$95.75	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$95.75	\$0.00



Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
L141 37785	Lexipol, LLC INVLEX11238889	PLACER COUNTY	24655	8/6/2024	\$11,727.80
	Type Account	Description		Debit	Credit
	PURCH 0-000-2056-000	Policy management Software Subscriptions	\$11,727.80	\$11,727.80	\$0.00
L148 37786	LFM Communications 1178	PLACER COUNTY	24656	8/6/2024	\$8,297.01
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-813	Headsets for Engine 20 2005 Spartan Hi-Tech Type One Engin	\$8,297.01	\$8,297.01	\$0.00
M167 37793	Municipal Emergency Services ( IN2088371	PLACER COUNTY	24657	8/6/2024	\$7,289.38
	Type Account	Description		Debit	Credit
	PURCH 0-000-2226-000	Hydro testing SCBA/Stationary comp (maint/supplie	\$7,289.38	\$7,289.38	\$0.00
M179 37792	McKinley, Lance 5374-271274	PLACER COUNTY	24658	8/6/2024	\$23.66
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-014	Radiator cap-Thompson incide 2008 Ford F150 4X4	\$23.66	\$23.66	\$0.00
N115 37818	NGLIC C/O Superior Vision Serv 835809	PLACER COUNTY	24659	8/6/2024	\$970.97
	Type Account	Description		Debit	Credit
	PURCH 0-000-1550-000	8-2024 vision premium Agency Share Insurance	\$970.97	\$970.97	\$0.00
P101 37805	P.E.R.S 17581788	PLACER COUNTY	24660	8/6/2024	\$1,442,118.63
	Type Account	Description		Debit	Credit
	PURCH 0-000-1300-000	Survivor billing adjustment PERS Retirement	\$3,198.00	\$1,544.40	\$0.00
	PURCH 0-000-1300-000	PERS Retirement		\$1,357.20	\$0.00
	PURCH 0-000-1300-000	PERS Retirement		\$124.80	\$0.00
	PURCH 0-000-1300-000	PERS Retirement		\$171.60	\$0.00
37806	17575485	July 20324 premium	\$99,727.59		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0215-000	Group Insurance Payable		\$21,448.40	\$0.00
	PURCH 0-000-0221-000	OPEB Obligation Payable		\$23,993.53	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$55,274.84	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$0.00	\$989.18
37807	17612888	August 2024 premium	\$109,346.04		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0215-000	Group Insurance Payable		\$22,630.99	\$0.00
	PURCH 0-000-0221-000	OPEB Obligation Payable		\$15,979.87	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$63,739.51	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$6,995.67	\$0.00
37808	17590862	UAL lump sum payment	\$1,229,847.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-1302-000	PERS Pension Lump Sum Payment		\$75,685.00	\$0.00
	PURCH 0-000-1302-000	PERS Pension Lump Sum Payment		\$1,139,046.00	\$0.00
	PURCH 0-000-1302-000	PERS Pension Lump Sum Payment		\$13,418.00	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-1302-000	PERS Pension Lump Sum Payment		\$1,698.00	\$0.00
P111 37794	PG & E 20240717	PLACER COUNTY Monthly billing	24661	8/6/2024	\$3,834.30
	Type Account	Description		Debit	Credit
	PURCH 0-000-2027-001	6900 Eureka Road		\$974.42	\$0.00
	PURCH 0-000-2027-003	7070 Auburn Folsom Road		\$1,374.35	\$0.00
	PURCH 0-000-2027-005	3505 Auburn Folsom Road		\$10.51	\$0.00
	PURCH 0-000-2027-006	4650 East Rsvl. Parkway		\$62.24	\$0.00
	PURCH 0-000-2027-016	Station 16 5300 Olive Ranch Road		\$942.16	\$0.00
	PURCH 0-000-2027-028	Station 28		\$263.50	\$0.00
	PURCH 0-000-2027-029	Station 29		\$207.12	\$0.00
P159 37809	PRINCIPAL MUTUAL 8-2024 DENTAL	PLACER COUNTY August 2024 dental premium	24662	8/6/2024	\$8,161.83
	Type Account	Description		Debit	Credit
	PURCH 0-000-1550-000	Agency Share Insurance		\$8,161.83	\$0.00
P227 37795	Placer Doors & Gates 20240703	PLACER COUNTY Garage door gear box	24663	8/6/2024	\$815.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-028	5840 Horseshoe Bar Rd		\$815.00	\$0.00
R115 37797	RIVERVIEW INTERNATIONAL 162583	PLACER COUNTY Input module pump, Code3 lig	24664	8/6/2024	\$630.72
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-713	2012 Pierce International BR28		\$630.72	\$0.00
R129 37796	Recology Auburn Placer 73965428	PLACER COUNTY Qtrly billing, Sta 18	24665	8/6/2024	\$285.78
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$285.78	\$0.00
S043 37810	Sacramento Area Fire Fighters PP01 UNION 2024	PLACER COUNTY EE Union dues PP 1	24666	8/6/2024	\$4,984.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-0218-000	Union Dues Payable		\$2,492.00	\$0.00
37811	PP02 UNION 2024	EE Union dues PP 2		\$2,492.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-0218-000	Union Dues Payable		\$2,492.00	\$0.00
S061 37799	Sprinkler Medic Inc 20240627	PLACER COUNTY Lawn sprinklers repair	24667	8/6/2024	\$1,186.21
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-005	3505 Auburn Folsom Road		\$771.38	\$0.00
37800	20240709	Lawn sprinklers repair		\$414.83	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-005	3505 Auburn Folsom Road		\$414.83	\$0.00
S107	SAN JUAN WATER	PLACER COUNTY	24668	8/6/2024	\$898.94

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
37798	20240703	Bi-monthly billing	\$618.94		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-016	Water-Station 16 Olive Ranch		\$618.94	\$0.00
S282	Consolidated Communications In	PLACER COUNTY	24669	8/6/2024	\$738.61
37766	20240709	Monthly billing, Internet	\$738.61		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-001	6900 Eureka Road		\$738.61	\$0.00
T107	Target Solutions Learning, LLC	PLACER COUNTY	24670	8/6/2024	\$12,365.64
37801	INV100215	TargetSolutions, FY 2024/25	\$12,365.64		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2040-000	Education/Training		\$12,365.64	\$0.00
T150	T-Mobile	PLACER COUNTY	24671	8/6/2024	\$1,008.24
37802	20240721	Monthly billing	\$1,008.24		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-000	Telephone		\$1,008.24	\$0.00
T160	TASC/ Total Admin Service	PLACER COUNTY	24672	8/6/2024	\$11,413.57
37812	PP01 DC/MR 2024	EE/ER DC/MR PP 1	\$4,781.47		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0216-000	Flexible Benefits Payable		\$838.42	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$4,812.61	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$511.51	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$0.00	\$1,381.07
37813	IN3138391	Admin Fees, 8/1/24-8/31/24	\$234.78		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0215-000	Group Insurance Payable		\$234.78	\$0.00
37814	PP02 DC/MR 2024	EE/ER DC/MR PP 2	\$6,162.54		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0216-000	Flexible Benefits Payable		\$838.42	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$4,812.61	\$0.00
	PURCH 0-000-1550-000	Agency Share Insurance		\$511.51	\$0.00
37815	IN3166700	Admin Fees, 9/1/24-9/30/24	\$234.78		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0215-000	Group Insurance Payable		\$234.78	\$0.00
V125	Voya Financial Trust Co.	PLACER COUNTY	24673	8/6/2024	\$37,685.95
37816	PP01 DEF COMP 2024	EE/ER Def Comp PP 1	\$19,593.27		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0214-000	457 Deferred Comp. Payable		\$18,670.07	\$0.00
	PURCH 0-000-0214-000	457 Deferred Comp. Payable		\$923.20	\$0.00
37817	PP02 DEF COMP 2024	EE/ER Def Comp PP 2	\$18,092.68		
	Type Account	Description		Debit	Credit
	PURCH 0-000-0214-000	457 Deferred Comp. Payable		\$17,169.48	\$0.00
	PURCH 0-000-0214-000	457 Deferred Comp. Payable		\$923.20	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
A211 37714	AUBURN TIRE SERVICE 143614	WELLS FARGO OP	28797	7/11/2024	\$2,257.38
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-829	2022 Pierce Freightlines		\$2,257.38	\$0.00
B155 37715	BAUER COMPRESSORS 0000319699	WELLS FARGO OP	28798	7/11/2024	\$1,695.25
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-003	7070 Auburn Folsom Road		\$1,695.25	\$0.00
B194 37716	Brookcrest By Culligan Water 37716	WELLS FARGO OP	28799	7/11/2024	\$160.80
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$160.80	\$0.00
C108 37721	CASCADE FIRE EQUIPMENT S018932	WELLS FARGO OP	28800	7/11/2024	\$4,407.98
	Type Account	Description		Debit	Credit
	PURCH 0-000-4462-007	Turnout Clothing		\$4,407.98	\$0.00
C146 37722	CURTIS L.N. & SONS INV839819	WELLS FARGO OP	28801	7/11/2024	\$102.75
	Type Account	Description		Debit	Credit
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$102.75	\$0.00
C156 37717	Capital Public Finance Group, 2024-305	WELLS FARGO OP	28802	7/11/2024	\$12,040.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$2,150.00	\$0.00
37718	2024-348	CFD, April services		\$3,655.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$3,655.00	\$0.00
37719	2024-349	CFD, May services		\$1,720.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$1,720.00	\$0.00
37720	2024-350	CFD, June services		\$4,515.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$4,515.00	\$0.00
D101 37723	DAWSON OIL 728433	WELLS FARGO OP	28803	7/11/2024	\$1,520.79
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-001	Station 17 Fuel		\$1,520.79	\$0.00
F173 37724	Fire Plan Review, Inc. 1188	WELLS FARGO OP	28804	7/11/2024	\$1,782.50
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-001	Prevention Consulting Fees		\$1,782.50	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
H141	HARRIS INDUSTRIAL GASES	WELLS FARGO OP	28805	7/11/2024	\$750.20
37725	0001949054	Medical oxygen	\$257.45		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2130-000	Oxygen		\$257.45	\$0.00
37726	0001950435	Cylinder rental	\$268.25		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2130-000	Oxygen		\$268.25	\$0.00
37727	0001950464	Cylinder rental	\$172.25		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2130-000	Oxygen		\$172.25	\$0.00
37728	0001950570	Cylinder rental	\$52.25		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2130-000	Oxygen		\$52.25	\$0.00
I130	Interstate All Battery Center	WELLS FARGO OP	28806	7/11/2024	\$505.06
37729	30085709	Group 65 Batteries	\$505.06		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$505.06	\$0.00
I134	Interwest Consulting Group Inc	WELLS FARGO OP	28807	7/11/2024	\$11,535.00
37730	456943	June services	\$11,535.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-001	Prevention Consulting Fees		\$11,535.00	\$0.00
L107	LIFE ASSIST	WELLS FARGO OP	28808	7/11/2024	\$801.76
37731	1449024	EMS training prop	\$801.76		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4464-007	Training Props (mannequins)		\$801.76	\$0.00
M101	Mission Uniform Services	WELLS FARGO OP	28809	7/11/2024	\$123.28
37733	521742642	Weekly billing	\$30.82		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.82	\$0.00
37734	521786736	Weekly billing	\$30.82		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.82	\$0.00
37735	521829025	Weekly billing	\$30.82		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.82	\$0.00
37736	521873636	Weekly billing	\$30.82		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.82	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
M204 37732	Meraki Public Affairs, Inc 1105	WELLS FARGO OP	28810	7/11/2024	\$1,500.00
	Type Account		Description	Debit	Credit
	PURCH 0-000-2043-000		Phase 1 research, 2nd paymen Legal/Consulting Fees	\$1,500.00 \$1,500.00	\$0.00
N226 37737	NETWORK DESIGN ASSOC 92002	WELLS FARGO OP	28811	7/11/2024	\$65.00
	Type Account		Description	Debit	Credit
	PURCH 0-000-2122-001		IT services Software Support	\$65.00 \$65.00	\$0.00
P113 37738	Doug Phillips 37738	WELLS FARGO OP	28812	7/11/2024	\$1,840.00
	Type Account		Description	Debit	Credit
	PURCH 0-000-1015-000		Volunteer Pay, Jan-Jun 2024 Other Payroll (Volunteer Pay)	\$1,840.00 \$1,840.00	\$0.00
P125 37739	Placer County Water Agency 37739	WELLS FARGO OP	28813	7/11/2024	\$584.51
	Type Account		Description	Debit	Credit
	PURCH 0-000-2041-028		Monthly billing Water - Station #28	\$112.37 \$112.37	\$0.00
37740	37740		Monthly billing	\$48.85	
	Type Account		Description	Debit	Credit
	PURCH 0-000-2041-028		Water - Station #28	\$48.85	\$0.00
37741	37741		Monthly billing	\$46.75	
	Type Account		Description	Debit	Credit
	PURCH 0-000-2041-028		Water - Station #28	\$46.75	\$0.00
37742	37742		Monthly billing	\$195.26	
	Type Account		Description	Debit	Credit
	PURCH 0-000-2041-003		Water - Station #19	\$195.26	\$0.00
37743	37743		Monthly billing	\$79.82	
	Type Account		Description	Debit	Credit
	PURCH 0-000-2041-005		Water - Station #20	\$79.82	\$0.00
37744	37744		Monthly billing	\$101.46	
	Type Account		Description	Debit	Credit
	PURCH 0-000-2041-005		Water - Station #20	\$101.46	\$0.00
Q004 37745	Quill Corporation 39236852	WELLS FARGO OP	28814	7/11/2024	\$174.34
	Type Account		Description	Debit	Credit
	PURCH 0-000-2129-000		Printer ink Office Supplies/Computer	\$22.83 \$22.83	\$0.00
37746	39251661		Aluminum forms holders	\$151.51	
	Type Account		Description	Debit	Credit
	PURCH 0-000-2129-000		Office Supplies/Computer	\$151.51	\$0.00
R129	Recology Auburn Placer	WELLS FARGO OP	28815	7/11/2024	\$729.63

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
37747	73970311	Monthly billing, Sta 15		\$37.75	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$37.75	\$0.00
37748	73966939	Monthly billing, Sta 16		\$37.75	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$37.75	\$0.00
37749	73965600	Monthly billing, Sta 17		\$616.38	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$616.38	\$0.00
37750	74076647	Monthly billing, Sta 20		\$37.75	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$37.75	\$0.00
S107	SAN JUAN WATER	WELLS FARGO OP	28816	7/11/2024	\$1,395.60
37753	37753	Bi-monthly billing, Sta 15		\$1,093.36	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-006	Water - Station #15		\$1,093.36	\$0.00
37754	37754	Bi-monthly billing, Sta 17		\$302.24	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-001	Water - Station #17		\$302.24	\$0.00
S145	STERICYCLE INC	WELLS FARGO OP	28817	7/11/2024	\$319.07
37755	8007466099	Monthly billing		\$319.07	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2046-000	Medical Waste Disposal		\$319.07	\$0.00
S163	SACRAMENTO TRUCK CENTER	WELLS FARGO OP	28818	7/11/2024	\$186.67
37751	FA009212935:01	Air conditioning parts		\$186.67	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-711	2013 Freightliner/ BR17		\$186.67	\$0.00
S286	SAMBA Holdings Inc	WELLS FARGO OP	28819	7/11/2024	\$101.02
37752	INV01539956	Dirver monitoring		\$101.02	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2030-000	Memberships/Subscriptions		\$101.02	\$0.00
T117	TIFCO INDUSTRIES	WELLS FARGO OP	28820	7/11/2024	\$425.20
37756	71991640	Various hardware		\$425.20	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$425.20	\$0.00
U109	US Bank Corporate Payment Syst	WELLS FARGO OP	28821	7/11/2024	\$2,687.00
37757	37757	June statement, 2nd payment		\$2,687.00	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-001	6900 Eureka Road		\$130.16	\$0.00
	PURCH 0-000-2037-003	7070 Auburn Folsom Road		\$291.86	\$0.00
	PURCH 0-000-2037-005	3505 Auburn Folsom Road		\$239.66	\$0.00
	PURCH 0-000-2037-006	4650 East Rsvl. Parkway		\$108.81	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-2037-016		Station 16 Olive Ranch	\$319.07	\$0.00
	PURCH 0-000-2037-028		Station 28	\$255.82	\$0.00
	PURCH 0-000-2038-000		Training Supplies	\$61.31	\$0.00
	PURCH 0-000-2040-000		Education/Training	\$83.66	\$0.00
	PURCH 0-000-2056-000		Software Subscriptions	\$13.45	\$0.00
	PURCH 0-000-4465-028		Station IT	\$646.48	\$0.00
	PURCH 0-000-4523-054		Tablet Command	\$536.72	\$0.00
X001	Xerox Financial Services	WELLS FARGO OP	28822	7/11/2024	\$5,166.72
37758	5928247	Copier/DocuWare lease, 2 mos			\$5,166.72
	Type Account	Description		Debit	Credit
	PURCH 0-000-2056-000	Software Subscriptions		\$5,166.72	\$0.00



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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Resolutions for Dedicated Service to South Placer Fire District:**

**Action Requested:** Staff recommends adopting the resolutions recognizing Teresa Ryland for her outstanding service to the Fire District and the community.

**Background:** Director Teresa Ryland was sworn onto the Board of Directors of the South Placer Fire District in February 19, 2014. Since that time, she has represented the public well through keen financial acumen and a willingness to put service before self by ensuring that Public Safety was paramount.

Director Ryland was instrumental in numerous aspects of the District, including the consolidation process between Loomis Fire District and South Placer Fire District. Director Ryland has sacrificed her time and energy to move the District forward over the past ten years, participating in many committees, events, and meetings. With our sincerest gratitude, we thank Director Ryland for her service and wish her well in future endeavors.

**Impact:** Recognition for a job well done

**Attachments:** Resolution No. 02–2024/25

**Mark Duerr**  
**Fire Chief**  
South Placer Fire District

RESOLUTION NO. 02–2024/25

RESOLUTION OF COMMENDATION FOR DEDICATED SERVICE TO THE  
SOUTH PLACER FIRE DISTRICT

DIRECTOR TERESA RYLAND

WHEREAS, Teresa Ryland served as a member of the Board of Directors of the South Placer Fire Protection District from February 2014 through June 2024; and

WHEREAS, she has given selflessly for more than ten years on the Board of Directors and through her vision, commitment, experience, leadership and adherence to her principles for what she perceives as the good of the District has contributed to building the District into the professional organization it is today; and

WHEREAS, this was all accomplished by maintaining her integrity in doing what she felt was the best for the long-term benefit of the District and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Fire District that Teresa Ryland be commended for her dedicated service to the District and to the Community served by the District.

The foregoing resolution was adopted at the regular meeting of the Board of Directors of the South Placer Fire Protection District held on the 14<sup>th</sup> day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Presentation, Discussion, and Action for a Public Relations Contract:**

**Action Requested:** Staff recommends a presentation and discussion by Meraki and 3fold Communications regarding a proposed contract for PR services related to a future ballot measure, including contract authority to agree for services.

**Background:** In July 2022, the District conducted an unsuccessful benefit assessment for Division 2 of the South Placer Fire District. The goal of the assessment was to increase revenue to maintain three-person staffing on all fire apparatus in the District, increase employee compensation and benefits to better compete with local agencies, and rebuild the District fund balances to support the possible reopening of closed stations. Due to the failure of the assessment, the District acted to maintain fiscal stability through the closure of stations, reduction of staff, and implementation of cost controls that helped the District to achieve a strong operational position despite expenses outpacing revenues.

In the last few months, the District, utilizing professional research firm FM3, conducted a public opinion survey to assess the possibility of a future ballot measure. One of the overarching themes of the survey is a lack of community knowledge about the South Placer Fire District's operations and services. The District's lack of community engagement is the topic of this presentation. Meraki Public Affairs and 3fold Communications, renowned for their community engagement and outreach expertise, will present their services proposal and what they can bring to the Fire District.

**Impact:** The proposed action promises improved community outreach and engagement, potentially leading to a more informed and supportive community. The fiscal costs for contract and media, including consultant and paid media, are estimated not to exceed \$125,000.

**Attachments:** Strategic outreach and community education proposal.

Mark Duerr  
**Fire Chief**  
South Placer Fire District



# South Placer Fire District

## Strategic Outreach and Community Education Proposal

June 24, 2024



**Cherri Spriggs**  
Founder & CEO  
Meraki Public Affairs  
P: 530/514-4503  
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**Gordon Fowler**  
Founder & Senior Partner  
3fold Communications  
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**Thank you for the opportunity to present our thoughts around Strategic Outreach for South Placer Fire District (SPFD) Needs and Funding.**

We possess an exorbitant amount of local knowledge and professional experience in this space. Whether it's creating outreach programs for public agencies that sets a foundation for a potential funding measure that will ultimately be managed by a private campaign committee, or providing general strategic communications, our approach is always intentional, respectful, meaningful and authentic.

When developing and implementing a community engagement and public relations program, our specific, local, relevant tailored approach meets residents where they're at in a manner that inspires trust and fosters dialogue. Meraki Public Affairs and 3fold Communications have a long history of working together in Placer on projects including Western Placer Unified School District and Placer County Transportation Planning Agency.

This makes us the right partner for South Placer Fire District and its next chapter.



# Meraki | Proposed Scope

Per our discussion and understanding of SPFD needs, we have developed the following proposed scope. We are open to discussion and refinement to meet SPFD goals.

## Research Program Management

Working together with FM3, we have already completed the first phase of the program: the assessment. This forms the basis of our communications outreach program. We will continue to work closely with FM3 at the right moments (2025) on survey development and implementation and analytics.

## Strategic Communications Counsel

A necessary component is providing strategic communications counsel to SPFD leadership, staff, and board members, as well as setting strategic direction for FY 24/25 and FY 25/26. Whether it's around needs, funding options, land use issues, general topics or anything else, we will assist SPFD in any way needed on this front.

## Message Development

Based on the Phase One Research, we will work with SPFD to develop messaging that resonates with intended audiences in a meaningful manner. Additionally, messaging will have only one purpose: to educate. We intimately understand that we are educating. There is no ballot measure to speak of to date; however, our efforts will likely guide the creation of a future measure. We understand that we cannot be advocating. The message is educational.

Messaging is always based in research and unique for the intended recipient. It's never a one-sized fits all approach. What might be important to a family with children in Granite Bay, may not be important to retirees in Loomis. By creating a messaging matrix, we are able to track our most salient points with specific audiences. Our experience working in the region on a host of other public affairs issues will ensure messaging is clear, concise, meaningful, and received.

## Stakeholder Mapping & Outreach

Upon being retained, we will immediately get to work mapping key stakeholders. Stakeholders will include SPFD, Local 522 leadership, community leaders, business leaders, elected leaders, government officials, and more. We will want to begin, and in some cases continue, conversations with all of these individuals to ensure they are well-versed in both challenges and opportunities facing SPFD.

**Community Engagement and Outreach**

**Community/Neighborhood Meetings**

In an effort to better understand key communities, we propose holding community or neighborhood meetings in partner with third party advocates (see below) to garner feedback and sentiment around important SPFD needs. This feedback will be invaluable as potential future measure begins to materialize.

**Speakers' Bureau/Partner Development**

We will officially activate a SPFD speakers' bureau utilizing not just SPFD leadership, but also appropriate board members, stakeholders, and more. We will develop a specific funding needs presentation and training program for speakers. Just as important as the message, is the messenger. Presentations will be made to organizations such as the following in communities that have been identified for further education:

**Commissions/Committees**

- PTAs
- School Districts
- Service Clubs
- Business Groups
- Neighborhood Groups
- Community Groups
- Sports Clubs
- Labor
- Faith-Based
- Moms Groups

**Earned Media**

Earned Media has always been an important part of the programs we run and centers around both proactive and reactive media engagements. We will work with the SPFD team to develop an appropriate earned media program.

We understand the power of the media and how it can affect so many different facets of a funding strategy program. Additionally, through our Stakeholder Mapping and Community Engagement elements, we will build strong third-party advocates and validators who will enthusiastically help tell SPFD's story.

Our earned media program will target local print, radio, digital, and television platforms and would include:

- News Releases
- Op-Eds
- Letters to the Editor
- Feature Stories
- Response
- Media Training
- Coordinating Media Events

## **3fold | Proposed Scope**

### **Strategic Messaging Development**

#### **Priority 1**

Positioning SPFD leadership within the community and the region as it relates to fire safety and management.

#### **Priority 2**

Leveraging existing and developing SPFD communications plans and strategic direction with marketing and advertising tactics to drive toward department goals.

#### **Priority 3**

Highlighting the needs and successes of the SPFD, including clarifying funding realities and showing the importance of resident support and investment in modern fire safety prevention and management.

### **Digital Paid Program - Content and Asset Creation and Placement**

Videos, streaming media design, presentations, infographics, brochures, digital newsletters, and more can be used to tell SPFD's story. This includes, specifically, the story of its needs in an effort to make a meaningful and emotional connection with the community.

We will determine what pieces should be improved, revised, and developed. Content and assets can be used in paid digital advertising, in community outreach efforts, and with the media. The first phase of the program will include a Content and Asset Audit to determine what is working, what needs to be refreshed, and what needs to be developed.



**Digital, Website, and Social Media Audit**

Again, working with the SPFD team, we will conduct a Digital and Social Media Audit. This data, coupled with the Phase One Research, will help advise the Message Matrix. When we can better understand where your audiences are connecting with you, we can tailor information to ensure it's relevant and received.

This will be one of the first tasks our team will undertake to ensure we're connecting with the right audiences on the right platform using the right messengers. The audit will encompass online surveys, qualitative interviews, and website and social media analytics. Findings will be cross-referenced against research messaging and the message matrix.

We will also work to develop organic social media posts to reach communities, neighborhoods, and audiences throughout the service area. Posts could include videos, media stories, gamification elements, testimonials, updates, and more.

**Timeline**

Upon being retained, and working closely with SPFD Leadership, we will develop a 90-Day Plan as we begin to get a clearer picture of the landscape. From there, we will develop 12-,18- and 24-Month Plans tracked back to budget and deliverables to measure progress.

**Client Service**

We are grateful for all of our clients. We are committed to the details and will perform this scope with excellence. We are committed to only taking projects that we can service first-hand, projects that personally inspire us, and projects that make our communities, neighborhoods, and region a better place. We also firmly subscribe to the notion that we all should leave something better than when we found it.

To ensure this happens, we believe in regular informal and formal communication, including near daily check-ins, weekly recaps, in-person meetings, detailed invoicing that includes activities completed for the month prior, timelines complete with action items and deliverables, and anything else a client might like to see to ensure quality and instill confidence.

## Budget

### Meraki Scope

To conduct the proposed scope as written, it's estimated that it will take on average 25 hours a month to complete. We are proposing a retainer amount of \$5,000 per month for the proposed scope of work.

The retainer amount includes administrative activities such as weekly meetings, presentations, updates, etc.; strategy and implementation; research program management; message development; stakeholder mapping and outreach; content and asset creation; community outreach and engagement; and earned media activities.

### 3fold Scope

To conduct the proposed scope as written, we are proposing \$65,000 for the proposed scope of work, which includes \$15,000 for paid media aligned with the priorities outlined.

*Billing is in the arrears to ensure our clients are always only paying for completed deliverables. With this model, we propose a August 1, 2024, start date with the first invoice received by SPFD on September 1, or shortly thereafter.*

## Conclusion

It is with great pride and pleasure we deliver this proposal to SPFD.

We hope that we've successfully conveyed our qualifications, passion and local experience. It would be our great honor to be chosen as partner to help guide SPFD through this process. With the institutional knowledge our team possesses, coupled with the micro and macro-understanding of local and regional public affairs issues, we are the right team to do this work. We look forward to further discussion around our proposed program. Thank you for your time and consideration as it relates to this most important effort.

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: South Placer Fire District Policy Updates:**

**Action Requested:** Staff recommends a second reading and approval of the proposed policy updates.

**Background:** With the recent changes to operations and the Board's goal of updating and consolidating the District Policy Manual, staff presents the following policies for review and discussion:

**Impact:** Policy update.

<b>Number</b>	<b>Policy</b>	<b>Adopted Date</b>
709	Photography and Electronic Imaging	New
710	District Social Media Use	New
1046	Member Speech, Expression, and Social Networking	New

**Attachments:** Proposed policies:

**Mark Duerr**  
**Fire Chief**  
South Placer Fire Protection District

## Photography And Electronic Imaging

### 709.1 PURPOSE AND SCOPE

The purpose of this policy is to authorize district members to utilize photography and electronic imaging to document incidents while also protecting the privacy of citizens and ensuring district compliance with the mandates of the Health Insurance Portability and Accountability Act (HIPAA).

This policy establishes legal ownership of all photographs and electronic images collected by district members, establishes the parameters for the types of incidents, subjects and activities that may be photographed or electronically imaged, and establishes restrictions on the use of such photographs and electronic images.

### 709.2 POLICY

It is the policy of the South Placer Fire District to authorize members to utilize photography and electronic imaging to document incidents and district activities that are subject to compliance with specific regulations, conditions, restrictions and guidelines.

The use of photography or electronic imaging of medical patients, injured victims or other people who are medically evaluated or treated by district members must also comply with the requirements of HIPAA.

The South Placer Fire District shall respect the privacy rights established in the state and federal constitutions.

### 709.3 OWNERSHIP AND COMMERCIAL USE OF PHOTOGRAPHS AND ELECTRONIC IMAGES

All photographs and electronic images taken by district members while on-duty or acting in an official capacity are the sole property of the District and may not be sold, transferred for commercial use, [posted to any website, social media site, or other information-sharing site not managed by the District](#), bartered or otherwise distributed for profit by any member of the District without the express prior approval of the Fire Chief (17 USC § 201). This includes all photographs and images taken on a personal device if taken while on duty or acting in an official capacity for the District.

### 709.4 AUTHORIZED USE OF PHOTOGRAPHY AND ELECTRONIC IMAGING

#### 709.4.1 NON-INCIDENT EVENTS

Photography and electronic imaging may be utilized by district members for non-incident events, including:

- (a) Documentation of district training events, exercises, lectures, classes or activities, and

# South Placer Fire District

## SPFD Policy Manual

### *Photography And Electronic Imaging*

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- all fire academy-related activities.
- (b) Documentation of internal district events and activities, such as promotional ceremonies, member recognition or award presentations, meetings, seminars, workshops and other activities involving district members.
- (c) Documentation of public events, such as safety seminars, fire station open house events, Fire Investigations education events and activities, school safety presentations and club or service organization events.
- (d) Documentation of all district vehicles, apparatus, tools and equipment, facilities and other district-owned property.
- (e) Creating and maintaining a photo/image bank depicting all district members.
- (f) Documentation of all buildings, structures, facilities, infrastructure components, landmarks and recreational areas within the district's jurisdiction for later use in disaster mitigation, recovery and cost-recovery efforts.
- (g) To document any condition, activity or event related to the district's code enforcement responsibilities.
- (h) To document inspections, code compliance activities or any other activity of Fire Investigations.
- (i) Unless prohibited elsewhere in this policy, to document any district activity for future use in training.
- (j) For any other purpose authorized by the Fire Chief, Battalion Chief or any Division Chief.

#### 709.4.2 INCIDENT-RELATED EVENTS

Photography and electronic imaging may be utilized by district members at incident scenes, including:

- (a) Documentation of the conditions on arrival and during suppression activities at any fire incident.
- (b) Documentation of fire, smoke, water, structural collapse or any other damage or conditions resulting from any fire or fire-related event.
- (c) Documentation of people at the scene of a fire or a fire-related incident for the purpose of future investigation.
- (d) Documentation of anything of evidentiary value found at a fire or incident scene where any type of investigation may be initiated.
- (e) Documentation of the location, position, trauma, injuries or any other factor of investigative interest related to deceased victims at a fire or fire-related incident or other incidents.
- (f) Documentation of the condition of vehicles, apparatus, bicycles or other items involved in collisions, accidents, entrapments or other rescue or medical events.
- (g) Documentation of the extrication of trapped individuals in any rescue situation.

## *Photography And Electronic Imaging*

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- (h) Documentation of the cause, location, extent, severity and nature of traumatic injuries of patients at the scene. These images may be transferred to the receiving physician, nurse or other authorized representative who assumes medical care for the patient.
- (i) Documentation of all aspects of any incident involving hazardous materials.
- (j) Documentation of severe weather events, including any damage, injuries or fatalities caused by such events.
- (k) Documentation of any other event, situation or activity as deemed appropriate and necessary by the Incident Commander of any event.

### **709.5 PROHIBITED USE OF PHOTOGRAPHY OR ELECTRONIC IMAGING**

District members are prohibited from using photography or electronic imaging except as permitted in this policy.

Prohibited use of photography or electronic imaging shall include, but is not limited to:

- (a) Photographs and/or electronic images may not be taken, transmitted or used in violation of any HIPAA regulation.
- (b) Photographs and/or electronic images may not be taken, transmitted or used for personal purposes.
- (c) Unless requested by the receiving hospital or controlling medical authority or deemed necessary for the future treatment of the patient, no photographs or electronic images should be taken inside a private residence during a non-traumatic medical aid incident.
- (d) Unless requested by the receiving hospital or controlling medical authority or deemed necessary for the future treatment of the patient, no photographs or electronic images should be taken of a minor (under 18 years of age) patient resulting from a medical aid response.
- (e) Unless requested by the receiving hospital or controlling medical authority or deemed necessary for the future treatment of the patient, no photographs or electronic images depicting patient genitalia or the exposed breasts of female patients should be taken by district members.
- (f) Unless requested by the receiving hospital or controlling medical authority or deemed necessary for the future treatment of the patient, no photograph or electronic image should be taken of a patient being treated by district members if the person expresses or indicates that he/she does not wish to be photographed. In the event that the need arises to take a photograph or electronic image of a medical patient against the patient's wishes, the medical need for taking the image will be explained to the patient with a witness present. Details regarding the need for the photograph or electronic image, the explanation provided to the patient and the identity of the witness present shall be included in a patient care report and/or incident report for the response.

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## District Social Media Use

### 710.1 PURPOSE AND SCOPE

The South Placer Fire District may use social media as a method of effectively informing the public regarding District services, activities, incidents, events, safety information, and other relevant content.

Personnel authorized to manage the District's social media presence shall ensure the use or access of social media is done in a manner that protects the constitutional rights of all.

This policy provides guidelines to ensure that any use of social media on behalf of the District is consistent with the District's mission, vision and values.

This policy does not address personal use of social media by District personnel and applies solely to the use of official District social media accounts.

#### 710.1.1 DEFINITIONS

**Social Media** – Any array of internet-based tools and platforms that allow for the sharing of information, such as the District website or social networking services.

**Limited Public Forum** - A limited forum is a type of designated public forum. In a "limited forum," the government may discriminate against classes of speakers or types of speech. However, the government is still prohibited from engaging in viewpoint discrimination.

#### 710.1.2 RESPONSIBILITIES

It is the responsibility of those authorized as District social media page administrators to follow this policy and associated procedures.

### 710.2 POLICY

The South Placer Fire District shall follow established procedures and Guidelines.

#### 710.2.1 AUTHORIZED USERS

Only personnel authorized by the Fire Chief or the authorized designee may administer social media on behalf of the District. Authorized personnel shall only use District-issued equipment during the normal course of duty to post and monitor District-related social media, unless specifically authorized to do otherwise by the Fire Chief. Authorized page administrators shall have social media training and possess appropriate content and technical experience (see 710.2.8: Training for more information).

Requests to post information over District social media by personnel who are not authorized to post should be made to the individual assigned to manage the District's social media presence.

## *District Social Media Use*

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### 710.2.2 CONTENT GUIDELINES

The District's goal is to ensure that communications posted on social media platforms are consistent with policy, law, and within the best interests of the District.

All content posted by designated page administrators to District social media platforms will be subject to approval by the Fire Chief or authorized designee. In addition, the following guidelines shall be observed:

1. The content posted on District social media pages shall only pertain to District sponsored or District-endorsed programs, services, activities, or events.
2. When promoting programs, services, or events that are not hosted by the District, such as events hosted by agency partners, it is preferred that any content posted in relation to events originate on the hosting party's social media pages, and that the content then be re-shared on the District's social media page whenever possible.
3. The District's website ([www.southplacerfire.org](http://www.southplacerfire.org)) will remain the District's primary and predominate internet presence.
4. Whenever possible and applicable, content posted to the District's social media pages will also be made available on the District's website.
5. Whenever possible and applicable, content posted to the District's social media pages shall contain hyperlinks directing visitors back to the District's official website for in-depth information, forms, documents or online services related to conducting business with the District.
6. Any District-owned content, including but not limited to photographs or other electronic images or media, is strictly prohibited from publication on any social media platform or website other than those sites managed by the District without express approval from the Fire Chief. This include images or recordings taken by district members while on duty or acting in an official capacity for the District.

### 710.2.3 APPROPRIATE CONTENT

Only content that is appropriate for public release and conforms to District policy regarding the release of information may be posted.

Examples of appropriate content include:

1. Announcements.
2. Tips and information relating to fire safety or emergency preparedness.
3. Real-time safety information that is related to in-progress incidents, geographical warnings, or disaster information.
4. Information about District programs, services, and activities.
5. Press releases.
6. Personnel recruitment.
7. District-sponsored event information.

### 710.2.4 PROHIBITED CONTENT



## *District Social Media Use*

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Content that is prohibited includes, but is not limited to:

1. Abusive, discriminatory, inflammatory or sexually explicit.
2. Violation of individual rights, including confidentiality and/or privacy rights and those provided under state, federal or local laws.
3. Any information that could compromise an ongoing investigation.
4. Any information that could compromise or damage the mission, function, reputation or professionalism of South Placer Fire District or its personnel.
5. Any information that could compromise the safety and security of District operations, District personnel, or patients under District care.
6. Any content posted for personal use sales or marketing.
7. Political campaigns or endorsement of a candidate.
8. Any content that has not been properly authorized by the Fire Chief or their authorized designee.

Personnel who become aware of content on the District's social media pages that they believe is unauthorized or inappropriate should promptly report such content to a supervisor. The supervisor will then report the unauthorized or inappropriate content to a designated page administrator who will ensure its removal from public view and investigate the unauthorized or inappropriate posting.

### 710.2.5 PUBLIC POSTING PROHIBITED

District social media pages shall be designed and maintained to prevent posting of content by the public. The District may provide a method for members of the public to contact the District directly through social media platforms, i.e. direct messaging.

### 710.2.6 CONTENT MONITORING AND REMOVAL

For the purposes of determining whether or not to remove content or comments made by the public on District social media pages, the District's social media accounts shall be considered a limited public forum in relation to First Amendment-protected speech.

District's position on whether or not to remove certain types of comments or content will be reviewed when applicable or necessary with District Counsel.

Content subject to removal will be limited to speech not protected by the First Amendment:

- (a) Obscenity
- (b) Defamation
- (c) Actual Threats
- (d) Spam
- (e) Illegal Activities
- (f) Malware Links
- (g) Promotion of Illegal Discrimination

## *District Social Media Use*

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### (h) Copyright of Another

These guidelines must be displayed to users or made available by hyperlink. The decision to remove content can only be made by the Fire Chief or their authorized designee. Any content removed based on these guidelines must be retained. Any content removed for the above stated reasons will be documented via screenshot complete with the date of removal, time of removal, and identity of the poster, and stored in a clearly identified secure folder on the District's shared server.

The decision to remove content as referenced in these guidelines will be applied uniformly.

#### 710.2.7 RECORDS RETENTION

The District's social media pages are subject to the California Public Records Act. Any content maintained in a social media format that is related to District business, including a list of subscribers and posted communication is a public record. The District is responsible for responding completely and accurately to any records requests relating to social media.

California Law and District records retention schedules apply to social media formats and social media content. The District shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a District server in a format that preserves the integrity of the original record and is easily accessible.

#### 710.2.8 TRAINING

Designated page administrators and personnel authorized to post to the District's social media pages shall receive training that, at minimum, addresses legal issues concerning the appropriate use of social media platforms, as well as privacy, civil rights, dissemination and retention of information posted on District pages.

# Member Speech, Expression and Social Networking

## 1046.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with member use of social networking sites and to provide guidelines for the regulation and balancing of member speech and expression with the needs of the District.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

### 1046.1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, use of all Internet services, including the World Wide Web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

## 1046.2 POLICY

Public employees occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this district. Due to the nature of the work and influence associated with the fire profession, it is necessary that members of this district be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the South Placer Fire District will carefully balance the individual member's rights against the district's needs and interests when exercising a reasonable degree of control over its members' speech and expression.

## 1046.3 SAFETY

Members should consider carefully the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of the South Placer Fire District members, such as posting personal information in a public forum, can result in compromising a member's home address or family ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated

# South Placer Fire District

## SPFD Policy Manual

### *Member Speech, Expression and Social Networking*

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to compromise the safety of any member, a member's family or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing the address of a fellow firefighter.
- Otherwise disclosing where another firefighter can be located off-duty.

#### **1046.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT**

To meet the district's safety, performance and public-trust needs, the following is prohibited unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the South Placer Fire District or its members.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the South Placer Fire District and tends to compromise or damage the mission, function, reputation or professionalism of the South Placer Fire District or its members. Examples may include:
  1. Statements that indicate disregard for the law of the state or U.S. Constitution.
  2. Expression that demonstrates support for criminal activity.
  3. Participating in sexually explicit photographs or videos for compensation or distribution.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the District.
- (e) Speech or expression that is contrary to the canons of the Firefighters' Code of Ethics as adopted by the South Placer Fire District.
- (f) Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the District for financial or personal gain, or any disclosure of such materials without the express authorization of the Fire Chief or the authorized designee.
- (g) Posting, transmitting or disseminating any photographs, video or audio recordings, likenesses or images of district logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the South Placer Fire District on any personal or social networking or other website or web page, without the express authorization of the Fire Chief.
- (h) Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or district

# South Placer Fire District

## SPFD Policy Manual

### Member Speech, Expression and Social Networking

owned, for personal purposes while on-duty, except in the following circumstances:

1. When brief personal communication may be warranted by the circumstances (e.g., inform family of extended hours).
2. During authorized breaks; however, such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the member (e.g., social or personal website).

#### **1046.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS**

While members are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, members may not represent the South Placer Fire District or identify themselves in any way that could be reasonably perceived as representing the South Placer Fire District in order to do any of the following, unless specifically authorized by the Fire Chief (Government Code § 3206; Government Code § 3252):

- (a) Endorse, support, oppose or contradict any political campaign or initiative.
- (b) Endorse, support, oppose or contradict any social issue, cause or religion.
- (c) Endorse, support or oppose any product, service, company or other commercial entity.
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website.

Additionally, when it can reasonably be construed that a member, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group), is affiliated with this district, the member shall give a specific disclaiming statement that any such speech or expression is not representative of the South Placer Fire District.

Members retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command or advise another member to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

#### **1046.4.2 POLITICAL ACTIVITY**

The following rights are retained by firefighters by statute and are extended to all other members by the South Placer Fire District (Government Code § 3252).

- (a) No member shall be prohibited from engaging in political activity, unless otherwise prohibited by law, in violation of district policy or any time a member is on-duty or in uniform.
- (b) Members shall not be coerced or required to engage in political activity.

# South Placer Fire District

## SPFD Policy Manual

### *Member Speech, Expression and Social Networking*

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- (c) A member can seek election to, or serve as a member of, the governing board of a school district or any local agency where he/she is not employed, including, but not limited to, any city, county, special district or political subdivision.

#### **1046.5 PRIVACY EXPECTATION**

Members forfeit any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any Internet site that is accessed, transmitted, received, or reviewed on any district technology system (see the Information Technology Use Policy for additional guidance).

The District shall not require a member to disclose a personal username or password for accessing personal social media, or open a personal social website; however, the District may request access when it is reasonably believed to be relevant to the investigation of allegations of work-related misconduct (Labor Code § 980).

#### **1046.6 CONSIDERATIONS**

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Fire Chief or the authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the District or the efficiency or morale of its members.
- (c) Whether the speech or conduct would reflect unfavorably upon the District.
- (d) Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of his/her duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the District.

#### **1046.7 TRAINING**

Subject to available resources, the District should provide training regarding the limitations on speech, expression and the use of social networking to firefighters and supervisors.

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14TH, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Compliance Engine:**

**Action Requested:** The Chief recommends the adoption of Brycer’s “The Compliance Engine” (TCE), a software tool used to track protection system maintenance and status which will promote code compliance, reduce false alarm activity, and ensure a safer community

**Background:** Per the Board's discussion at the last board meeting, Brycer's TCE is a user-friendly, web-based tool for code officials to track and promote code compliance and diminish false alarm activity, contributing to a safer community. TCE provides a secure cloud environment where third-party contractors who inspect, test, and maintain fire protection systems submit their reports directly to the District via the TCE web portal. This facilitates an efficient review, tracking, and follow-up process with occupants to rectify deficiencies and maintain systems. As a result, it offers a comprehensive and accurate aggregation of data about which buildings have what types of systems, when they were last tested, and whether any open deficiencies could jeopardize their successful deployment in the event of an incident. TCE allows the District to achieve 100% code compliance with fire and life safety laws.

TCE and its vigilant watch of all systems in its database means significant time savings in administrative effort and reduced false alarm activity resulting from fewer system malfunctions. Property owners will not be billed directly by the District as part of the service. Instead, the inspecting contractor pays a \$35 fee per system/inspection/premise. This fee is then divided between TCE and the District to cover the costs of maintaining the TCE system and provide administrative oversight at the District level.

The staff requests contract approval authority from the Board to enter into the agreement with Brycer for TCE. Once approved, the District will collaborate with Brycer to set up the process, inform inspection vendors/contractors of the new process through formal communications, and receive training for the system, thereby enhancing overall

community safety and meeting the Fire Codes requirement of 100% compliance on system inspection.

**Impact:** Reduced community risk

**Attachments:** Brycer “The Compliance Engine” contract.

**Mark Duerr**

Fire Chief

South Placer Fire District



**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

August 6<sup>th</sup>, 2024

South Placer Fire District  
6900 Eureka Road  
Granite Bay, CA 95746

**Re: “The Compliance Engine”**

Dear South Placer Fire District:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, South Placer Fire District (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing September 15<sup>th</sup>, 2024 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution plus any additional fees charged by Client. Brycer will charge Client with a processing fee equal to 7% of all fees. Brycer will remit to Client, on a quarterly basis, the amount by which the AHJ Fees exceed the amount of fees due and payable to Brycer in connection with third party inspectors use of the Solution. The amount of the fees due and payable to Brycer in connection with third party inspectors use of the Solution may be amended from time to time.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately

authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [ **South Placer Fire District** ] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed to this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_:

[ **South Placer Fire District** ]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-630-658-7301

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Resolution of Intention to Approve the Formation of a Community Facilities District**

**Action Requested:** Staff recommends discussion and approval of the Resolution of Intention to approve the formation of a Community Facilities District.

**Background:** Mello-Roos Community Facilities Districts are an important tool for communities like Granite Bay and Loomis that need to find ways to assist with financing services related to growth and development. This trend will likely continue, given the ongoing struggle to maintain a balanced budget while delivering essential public safety services at current levels. The Mello-Roos Community Facilities Act of 1982 (the “Act”) authorizes public agencies to form Community Facilities Districts (“CFDs”) secured by the levy of special taxes to finance services, such as public safety. The South Placer Fire District will utilize CFDs to help offset the added cost of providing essential public safety services to areas of new residential development.

Section 53312.7(a) of the California Government Act, as amended by AB 373 in 2007, requires that we (the “District”) consider and adopt local goals and policies concerning the use of the Act prior to the initiation of proceedings to establish a new CFD under the Act.

These Local Goals and Policies for Community Facilities Districts (the “Policies”) provide guidance and conditions for the use of CFDs for services and for the conduct by the District of proceedings for special taxes levied in a CFD established under the Act. The Policies are intended to be general in nature; specific details will depend on the nature of each particular financing. The Policies are applicable to financings under the Act and are intended to comply with Section 53312.7 (a), as amended, of the Government Code. These Policies shall not apply to any assessment financing or any certificate of participation or similar financings involving leases of or security in public property. The Policies are subject to amendment by District Board at any time.

**Attachments:** Resolution of Intention, Goals and Policies

Mark Duerr  
**Fire Chief**  
South Placer Fire District

**RESOLUTION NO. 03-2024/25**

**BEFORE THE BOARD OF DIRECTORS  
for the  
SOUTH PLACER FIRE DISTRICT**

**RESOLUTION DECLARING THE INTENTION TO ESTABLISH COMMUNITY  
FACILITIES DISTRICT AND AUTHORIZE THE LEVY OF A SPECIAL TAX  
THEREIN TO FUND FIRE SERVICES FOR FUTURE ANNEXATION AREA**

**COMMUNITY FACILITIES DISTRICT No. 1  
(FIRE SERVICES)**

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**WHEREAS**, under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, this Board of Directors (the “Board”) of the South Placer Fire Protection District (the “District”) is authorized to establish a Community Facilities District and to act as the legislative body for such Community Facilities District; and

**WHEREAS**, the Board received a petition in accordance with Government Code Section 53319 requesting the District initiate proceedings for the establishment of a Community Facilities District pursuant to the Act, for fire protection services, rescue services, emergency medical services, hazardous emergency response services, ambulance services and other services relating to the protection of lives and property, as authorized by Government Code Section 53313, subdivision b; and

**WHEREAS**, the District desires to proceed with the establishment of Community Facilities District No. 1; and

**WHEREAS**, the Community Facilities District shall include the territory identified in the boundaries of the map, attached hereto as **Exhibit A** and hereby made a part of this resolution; and

**WHEREAS**, the services to be financed by Community Facilities District No. 1 shall be those services described in **Exhibit B** and hereby made a part of this resolution (“Services”); and

**WHEREAS**, Government Code Section 53320, the Board is required to adopt a Resolution of Intention to establish Community Facilities District No. 1; and

**WHEREAS**, funds raised cannot be appropriate by the District for other needs, and may only be used to pay for the Services as described herein, as the term “services” is defined in the Act; and

**WHEREAS**, pursuant to the Act, the District has adopted local goals and policies.



**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the South Placer Fire District has considered and hereby orders:

**Section 1. Acceptance of Petition.** The Petition is hereby accepted, and the Board hereby determines that the public convenience and necessity require proceedings be undertaken to authorize the establishment of the proposed Community Facilities District pursuant to the Act.

**Section 2. Proposed CFD.** The name proposed for the Community Facilities District is South Placer Fire Protection District Community Facilities District No. 1 (the “CFD”).

**Section 3. Description and Map of Boundaries.** The proposed boundaries of the CFD are as shown on the map on file with the District Clerk and attached hereto as **Exhibit A**, which boundaries are preliminarily approved (“Boundaries”). The District Clerk is hereby directed to record, or cause to be recorded, said map of the boundaries of the CFD in the office of the County Recorder of Placer County within fifteen days of the date of adoption of this Resolution, but in any event at least fifteen days prior to the hearing specified in Section 8, below.

**Section 4. Services.** The type of services proposed to be funded by the CFD and pursuant to the Act shall consist of those Services listed in **Exhibit B**, attached hereto.

**Section 5. Special Tax.** Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the “Special Tax”) sufficient to pay the costs thereof, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be levied annually within the CFD in perpetuity, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Board or its designee shall determine, including direct billing of the affected property owners.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD shall be described in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay are described in **Exhibit C**, attached hereto and hereby incorporated herein.

Under no circumstances will the special tax to be levied against any parcel subject to the foregoing sentence be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD by more than 10 percent. As specified by the Act, for purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued.

**Section 6. Voting Procedure.** The levy of said proposed Special Tax shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mail or hand-delivered ballot among all registered voters within the Boundaries, with each registered voter having one vote. The ballots shall be canvassed and the results certified at the same meeting of the Board as the public hearing on the CFD under the Act or as soon thereafter as possible.

**Section 7. CFD Public Hearing Report.** The Fire Chief, as the officer having charge and control of the Services in and for the CFD, or the designee of such official, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the District a report

in writing (“CFD Public Hearing Report”) presenting the following information: (a) A description of the Services by type which will be required to adequately meet the needs of the CFD; (b) An estimate of the fair and reasonable cost of the Services including the cost of incidental expenses in connection therewith. The CFD Public Hearing Report shall be made a part of the record of the public hearing specified below.

**Section 8. Public Hearing.** On November 13, 2024, or as soon as possible thereafter, at Station 17 in the Board Room, 6900 Eureka Road, Granite Bay, this Board, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax.

**Section 9. Notice of Hearing.** The Fire Chief is hereby directed to cause notice of the public hearing as required by Government Code Section 53322. Said notice shall be published at least seven (7) days before the date of the hearing and shall contain the information required by Section 53322.

**Section 10. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**THE FOREGOING RESOLUTION** was duly passed and adopted by the Board of Directors of the South Placer Fire District at a regular meeting held on the 14th day of August 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

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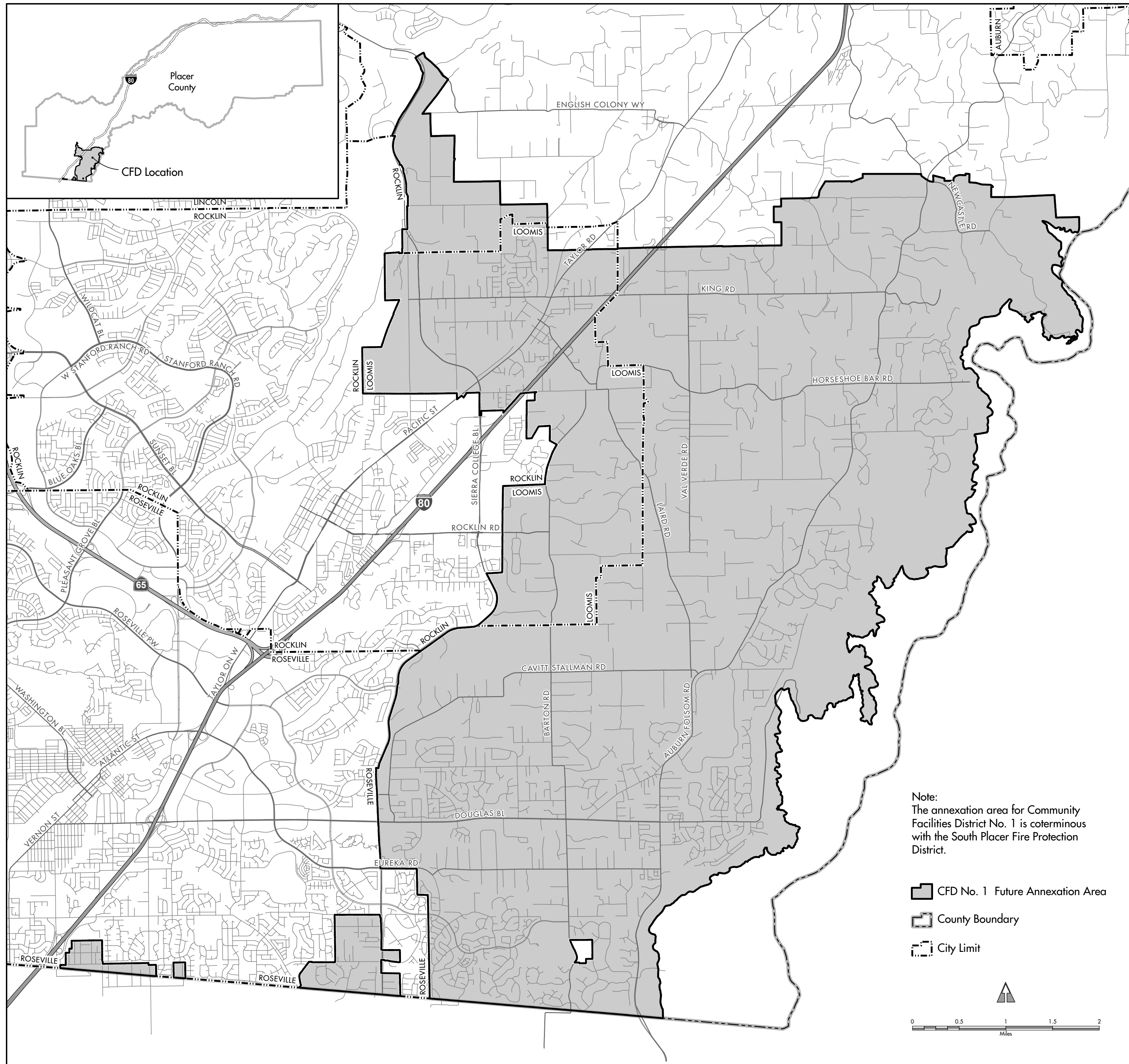
Tracy Randall  
President – Board of Directors

ATTEST:

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Katherine Medeiros  
Secretary – Board of Directors

# Exhibit A



**Proposed Boundaries of the Future Annexation Area  
South Placer Fire Protection District  
Community Facilities District No. 1 (Fire Services)  
County of Placer, State of California**

Filed in the office of the Clerk of South Placer Fire Protection District  
this \_\_\_\_ day of \_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Clerk of South Placer Fire Protection District

I hereby certify that the within map showing proposed boundaries  
of the future annexation area South Placer Fire Protection District  
Community Facilities District No. 1 (Fire Services), County of Placer,  
State of California, was approved by the Board of Directors of  
South Placer Fire Protection District at a regular meeting thereof,  
held on the \_\_\_\_ day of \_\_\_\_, 20\_\_, by its Resolution No. \_\_\_\_.

By: \_\_\_\_\_  
Clerk of South Placer Fire Protection District

Filed this \_\_\_\_ day of \_\_\_\_, 20\_\_, at the hour of \_\_\_\_ o'clock \_\_m. in  
Book \_\_\_\_ of Maps of Assessment and Community Facilities Districts  
at page \_\_\_\_, in the office of the county recorder in the County  
of Placer, State of California.

By: \_\_\_\_\_  
County Recorder, County of Placer

# Exhibit B

**EXHIBIT B**  
**DESCRIPTION OF SERVICES**

Fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services and any other services relating to the protection of lives and property necessitated by development or planned development including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of District staff that directly provide fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services and any other services relating to the protection of lives and property necessitated by development as defined herein, respectively, and (iv) District overhead costs associated with providing such services within the CFD. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the CFD and will not be replacing Services already available. The Special Tax provides only partial funding for fire suppression services, emergency medical services, and fire prevention activities operation and maintenance.

# Exhibit C

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX  
SOUTH PLACER FIRE PROTECTION DISTRICT  
Community Facilities District No. 1  
(Fire Services)**

A Special Tax authorized under the Mello-Roos Community Services and Facilities Act of 1982 applicable to the land in the Community Facilities District No. 1 (the "CFD") of the South Placer Fire Protection District (the "District") shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as shown below.

**A. DEFINITIONS**

"**Act**" means the Mello-Roos Community Services and Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended, which authorizes the establishment of the CFD to finance: a) fire protection and suppression Services and Facilities; b) fire and emergency medical equipment; and c) other fire department operations, Services and Facilities provided by the District.

"**Accessory Dwelling Unit**" means any Assessor's Parcel of Developed Property for which a building permit has been issued by the County or Town for construction of a secondary dwelling unit with complete independent living facilities for one or more persons as defined by the County and/or Town, and shall not exceed 1,200 square feet.

"**Administrative Expenses**" means the actual or estimated costs incurred by the District to determine, levy, and collect the Special Taxes, including the proportionate amount of the salaries and benefits of District employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs as determined by the District.

"**Age-Restricted Commercial**" means residential retirement communities or occupancies, as described in Section 51.3 of the Civil Code, which are restricted to adults or senior citizens only, but are owned and managed by a commercial entity that rents or leases residential units such as apartments or rooms to the aforementioned individuals. This includes properties classified by the County zoning ordinance definition of Medical Services-Hospital and Extended Care.

"**Age-Restricted Residential**" means residential retirement communities or occupancies, as described in Section 51.3 of the Civil Code, which are restricted to adults or senior citizens only.

"**Annual Escalation Factor**" means an amount equal to the percentage increase during the preceding year as determined by the Consumer Price Index for All Urban Consumers (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics, as reflected in the then-current April update, or if this index ceases publication, an equivalent index. In the event that the percentage change in the CPI is negative, the Annual Escalation Factor shall be 0%.



"**Annual Special Tax**" means the annual Special Tax, determined in accordance with Section E below to be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"**Assessor's Parcel**" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"**Authorized Services and Facilities**" means those Services and Facilities listed in the Resolution of the Board of Directors of the South Placer Fire Protection District Declaration Intention to Establish the CFD.

"**Base Year**" means the Fiscal Year ending June 30, 2025.

"**Building Area**" means the total of the gross area of the floor surfaces within the exterior wall of the building constructed or to be constructed, including basements, garages, and enclosed patios, but not including covered public pedestrian circulation areas or unenclosed patio covers or other shelters.

"**Board**" means the Board of Directors of the South Placer Fire Protection District, acting as the legislative body of the District and the CFD.

"**CFD**" means South Placer Fire Protection District Community Facilities District No. 1 (Fire Services).

"**CFD Administrator**" means an official of the District, or designee thereof, responsible for determining and providing for the levy and collection of the Special Taxes.

"**County**" means the County of Placer, California.

"**Developed Property**" means all Assessor's Parcels subject to the Special Tax for which a building permit has been approved and recorded by June 1 of the prior Fiscal Year.

"**District**" means the South Placer Fire Protection District.

"**Fire Protection Service and Facility Costs**" means the estimated and reasonable costs of providing the Authorized Services and Facilities, including, but not limited to, a) the costs of contracting services; b) the costs of equipment, vehicles, ambulances, paramedics, fire apparatus, and supplies; c) the salaries and benefits of District staff that directly provide fire suppression services, emergency medical services, fire prevention activities, and other services as defined herein, respectively; and d) District overhead costs associated with providing such Services and Facilities within the CFD.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**High Hazard Non-Residential**" means Non-Residential property with a building occupancy determined to be a high hazard risk by National Fire Protection Association standards as identified by the Fire Chief or his or her designee.

**“Low Hazard Non-Residential”** means Non-Residential property with a building occupancy determined to be a low hazard risk by National Fire Protection Association standards as identified by the Fire Chief or his or her designee.

**"Maximum Special Tax"** means the maximum Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

**"Multi-Family Residential"** means any Assessor's Parcel of Developed Property for which a building permit has been issued by the County or Town for construction of a structure with more than one Residential Unit. This category includes but is not limited to apartment buildings, condominiums, duplexes, triplexes, fourplexes, or mobile homes.

**"Non-Residential"** means all Assessor Parcels of Developed Property for which a building permit has been issued by the County or Town for the construction of one or more units not classified as residential property.

**"Single-Family Residential"** means any Assessor's Parcel of Developed Property for which a building permit has been issued by the County or Town for construction of at least one single family residential unit and is not Multi-Family Residential. This category includes detached Age-Restricted Residential properties.

**"Special Tax"** means the Special Tax to be levied, in each Fiscal Year, on Taxable Parcels, pursuant to Sections B, C, and D below.

**"Special Tax Requirement"** means the amount required in any Fiscal Year for the CFD to: a) pay for Fire Protection Service and Facility Costs; b) pay for reasonable Administrative Expenses; c) pay any amounts required to establish or replenish any reserve funds; and d) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

**“Square Foot”** means the measured square footage of Building Area.

**"State"** means the State of California.

**"Residential Unit" or "Residential Units"** means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units.

**"Taxable Parcel"** means any Parcel that is not exempt from Special Taxes as defined within this Rate and Method of Apportionment of Special Tax.

**"Tax-Exempt Property"** means any Parcel within the CFD which is not Developed or Undeveloped Property, and includes property owned or operated by a public agency or exempted for some other reason.

**“Town”** means Town of Loomis, California.

"**Undeveloped Property**" means any Assessor's Parcel which is Zoned for any use, is not Tax-Exempt Property, and for which no building permit has been approved and issued by June 1 of the previous Fiscal Year.

"**Unit**" means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

"**Zoned**" means use, zoning, allowed or designated on the applicable General Plan, Specific Plan, or Community Plan which the County and/or Town utilizes and relies upon for planning purposes and for the approval of development.

**B. CALCULATION OF MAXIMUM SPECIAL TAX**

The Maximum Special Tax shall be calculated as follows:

**1. Classification of Parcels.** Each Fiscal Year, using the Definitions above and the parcel records of the County Assessor's Secured Tax Roll of July 1, the District shall cause each parcel of land in the CFD to be classified as Developed Property, Undeveloped Property, or Tax-Exempt Property. The District shall cause all Developed Property to be further classified as Single Family Residential, Multi-Family Residential, Accessory Dwelling Unit, Age-Restricted Commercial, Non-Residential, Low Hazard Non-Residential, and High Hazard Non-Residential.

**2. Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax Rates shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax Rate for the upcoming Fiscal Year.

<b>Parcel Classification</b>	<b>Base Year Maximum Tax Rate</b>
Single Family Residential	\$0.15 per Square Foot
Multi-Family Residential	\$150 per Unit
Accessory Dwelling Unit	\$0.15 per Square Foot
Age-Restricted Commercial	\$300 per Unit
Non-Residential	\$0.15 per Square Foot
Low Hazard Non-Residential	\$0.10 per Square Foot
High Hazard Non-Residential	\$0.30 per Square Foot
Tax-Exempt Property	\$0

**3. Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to private use, it shall become subject to the Special Tax.

### **C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX**

Beginning on July 1, 2025 and each July 1 thereafter, the Maximum Special Tax shall be adjusted by the Annual Escalation Factor.

### **D. CALCULATION OF THE ANNUAL SPECIAL TAX**

Commencing with Fiscal Year 2024-25, and for each subsequent Fiscal Year, the Board shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement. The Board shall not levy an Annual Special Tax on 1) Undeveloped Property or 2) Tax-Exempt Property. Subject to the foregoing, the amount of Annual Special Tax levied upon any Developed Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

### **E. DURATION OF THE SPECIAL TAX**

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the District or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

The Special Tax may not be prepaid.

### **F. APPEALS AND INTERPRETATION PROCEDURE**

The Board reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Maximum Special Tax Rates. In addition, the interpretation and application of any section of this document shall be at the Board's discretion.

Any property owner who feels that the portion of the Special Tax levied on the subject property is in error may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the Fire Chief or his or her designee, appealing the levy of the Special Tax on the subject property. The Fire Chief or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant and decide the merits of the appeal. If the findings of the Fire Chief or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made.

Any dispute over the decision of the Fire Chief or his or her designee shall be referred to the Board and the decision of the Board shall be final. Interpretation may be made by resolution of the Board for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate or the method of apportionment or the classification of properties or any definition applicable to the CFD.

### **G. COLLECTION OF THE SPECIAL TAX**

The Special Tax shall be collected each year in the same manner and at the same time as *ad valorem* property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for *ad valorem* taxes. The District shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such *ad valorem* taxes for the applicable Fiscal Year.

The District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of the District, and may collect delinquent Special Taxes through foreclosure or other available methods.

### **H. ANNEXATION OF TERRITORY**

Any territory within the District has been identified as the future annexation area of the CFD. Any territory to be annexed to the CFD shall, in addition to payment of Special Taxes at the rate set forth above, may subject to payment of any costs incurred by the District in conducting the annexation process.

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** FIRE CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** ADMINISTRATIVE SECRETARY KATHY MEDEIROS

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**Agenda Item: Side Letter of Agreement with L522 Sacramento Area Firefighters, South Placer Unit, Regarding the Position of Firefighter Trainee:**

**Action Requested:** Chief recommends discussion and action to approve the negotiated side letter of agreement.

**Background:** Demand continues to strain the pool of qualified firefighter paramedics, making it increasingly difficult to find well-qualified personnel for the District. To expand the recruitment pool, the District and SAFF Local 522 met to discuss alternate hiring options.

One proposed option was to hire qualified paramedics and send them to a Firefighter academy. This deviates from the normal District requirement for a Firefighter One certification before employment. Both parties agreed this would be a good option, but it requires the creation of a new job classification. After a successful meet and confer process, SAFF Local 522, staff, and the negotiating team present to the board for approval a side letter, new job classification, and pay scale for the position of Firefighter Trainee.

**Impact:** New job classification creates a more diverse hiring pool.


**Attachments:** Proposed side letter, job classification, and pay scale.


**Mark Duerr**  
**Fire Chief**  
South Placer Fire District

**SIDE LETTER AGREEMENT BETWEEN THE SOUTH PLACER FIRE DISTRICT AND THE SACRAMENTO AREA FIREFIGHTERS LOCAL 522, I.A.F.F. (AFL-CIO) SOUTHPLACER UNIT**

Pursuant to the provisions of the Meyers-Milias-Brown Act, this Side Letter of Agreement is entered into on February 15, 2024 between the South Placer Fire District ("District") and the Sacramento Area Firefighters Local 522, I.A.F.F (AFL-CIO) ("Association") to make minor modifications to certain sections of the current memorandum of understanding (MOU) covering the term February 15, 2024 to December 30, 2025. It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Except as provided herein, the MOU and all other wages, hours, and other terms and conditions of employment presently enjoyed by employees in job classifications represented by the Association shall remain in full force and effect. The District and the Association have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and now, therefore, agree that the job classification of Firefighter Trainee, a new position for the District, and the draft pay scale shall be included as a represented position in the Association's bargaining unit upon ratification of this side letter.

**South Placer Fire District**

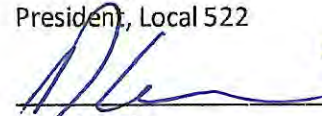
  
\_\_\_\_\_  
Mark Duerr                      Date      4/30/24

  
\_\_\_\_\_  
Tracy Randall                      Date      4/30/24

**International Association of Firefighters  
Local 522, AFL-CIO**

  
\_\_\_\_\_  
Patrick Patterson                      Date      4/30/24  
Unit Representative

\_\_\_\_\_  
Trevor Jamison                      Date  
President, Local 522

  
\_\_\_\_\_  
Dan Koontz                      Date      4/30/24  
Labor Consultant/Negotiator

# SOUTH PLACER FIRE DISTRICT POLICY MANUAL

**POLICY TITLE:** Firefighter Trainee

**Adopted Date:**

**POLICY NUMBER:** Policy number to be assigned upon adoption.

**Revision Date:** 01/02/2024

**1192.1 Responsibilities:** The Firefighter Trainee reports to their company officer or assigned designee. Under direction, the Firefighter Trainee is responsible for fire suppression training and care of the sick and injured. Trainees assist with the maintenance of apparatus, equipment, buildings, and grounds. When assigned, the Firefighter Trainee operates vehicles with due regard for the welfare of the public and District.

**1192.2 Examples of Duties:**

**1192.2.1** Performs activities in combating, extinguishing, and preventing fires while in an academy setting

**1192.2.2** Trains for and participates in varied firefighting, EMS and rescue duties, fire protection inspections, equipment and apparatus operation and maintenance.

**1192.2.3** Responds to incidents of fire or other emergencies with or on apparatus;

**1192.2.4** Assists with non IDLH fire ground operations, administers emergency medical care, conducts fire prevention inspections, and participates in public safety education and department training programs.

**1192.2.5** Performs general maintenance and clean up in the upkeep of fire apparatus, equipment, furnishings, and facilities of the Fire District and performs related work as assigned.

**1192.2.6** Is skilled in the operation of District vehicles and shall be required to drive and operate same in a consistent and safe manner with due regard for the welfare of the public and the District.

**1192.3 Minimum Qualifications:**

**1192.3.1** Be at least 18 years of age.

**1192.3.2** Posses a high school diploma or GED equivalent.



**1192.3.3** Never been convicted of a felony.

**1192.3.4** Posses a valid California Driver's License and has a clean driving history.

**1192.3.5** Maintain valid CPR Health Care Provider or equivalent.

**1192.3.6** California Paramedic License with a valid Sierra – Sacramento Valley Accreditation.

**1192.3.7** Must attend a Firefighter One academy and obtain California State Fire Marshall FF 1 certification within 18 months of hire date

**1192.3.8** Possess a valid CPAT physical abilities test card.

**1192.4** Duty Requirements: Each Firefighter Trainee will be assigned to a shift (A, B or C). The Trainee will report to their assigned station on their assigned duty day. While on duty, each Trainee will respond to calls with their assigned apparatus. They will always be under the direct supervision of their company officer or assigned designee. Trainees shall maintain a neat and orderly appearance of themselves and their station living area. Trainees shall abide by all applicable District Operating Procedures. Around the station, each Trainee will perform house duties, station and apparatus maintenance, and other duties as assigned by their company officer or assigned designee.

**1192.5** Response Requirements: Upon entering the Firefighter Trainee Program, each Trainee will be furnished with a task book, including a check-off list that outlines the requirements that need to be completed. At no time will a Trainee be allowed to function in a capacity that they have not been officially checked off to perform. The Trainee's company officer or assigned designee will monitor these checkoffs. When all the checkoffs are completed and signed off by a company officer, the finished task book will be placed in the Firefighter Trainee's training file.

**1192.6** Training Requirements: Each Firefighter Trainee will be responsible for completing checkoffs as noted on the forms in their task book. Trainees are strongly encouraged to train regularly with their duty shifts. Firefighter Trainees must attend all "required" training sessions.

**1192.7** Length of Service and Maintenance Requirements: Firefighter Trainees will have 18 months from the date of hire to complete Firefighter One academy and State certification.

**1192.7.1** Upon successfully completing a Firefighter One Academy and receipt of California State Fire Marshall One certification, the Firefighter Trainee shall be promoted to the rank of Firefighter Paramedic and begin their probationary term under the Firefighter Paramedic job classification.

**1192.8** Evaluations: Each Firefighter Trainee will be formally evaluated every 3 months in writing during their initial year with the District. The Trainee's company officer or assigned

designee will complete and administer this evaluation.

**1192.9 Standards:** The Firefighter Trainee shall acquire and apply the knowledge of the District rules, regulations, procedures, methods, and techniques on a continuous basis. Maintain the mental condition, physical endurance, agility, strength, and stamina to perform hazardous work under emergency conditions. Maintain the ability to understand and follow oral and written directions promptly and accurately. Continuously be courteous to the public, allied agencies, and District employees.

DRAFT

2024 Salary Scheduel - Draft  
Firefighter Trainee

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Admin. Asst./ Fire Inspector 1</b>	Monthly	\$ 6,490	\$ 6,814	\$ 7,155	\$ 7,513	\$ 7,888
	Annual	\$ 77,877	\$ 81,770	\$ 85,859	\$ 90,152	\$ 94,659
	Hourly	\$ 37.44	\$ 39.31	\$ 41.28	\$ 43.34	\$ 45.51
<b>Battalion Chief Shift</b>	Monthly	\$ 9,536	\$ 10,013	\$ 10,513	\$ 11,039	\$ 11,591
	Annual	\$ 114,432	\$ 120,154	\$ 126,162	\$ 132,470	\$ 139,093
	Hourly	\$ 39.30	\$ 41.26	\$ 43.32	\$ 45.49	\$ 47.77
<b>Captain</b>	Monthly	\$ 8,232	\$ 8,643	\$ 9,076	\$ 9,529	\$ 10,006
	Annual	\$ 98,782	\$ 103,721	\$ 108,907	\$ 114,352	\$ 120,070
	Hourly	\$ 33.92	\$ 35.62	\$ 37.40	\$ 39.27	\$ 41.23
<b>Deputy Chief</b>	Monthly	\$ 12,771	\$ 13,409	\$ 14,079	\$ 14,783	\$ 15,523
	Annual	\$ 153,246	\$ 160,909	\$ 168,954	\$ 177,402	\$ 186,272
	Hourly	\$ 73.68	\$ 77.36	\$ 81.23	\$ 85.29	\$ 89.55
<b>Division Chief Training EMS CRR Engineer</b>	Monthly	\$ 11,037	\$ 11,589	\$ 12,169	\$ 12,777	\$ 13,416
	Annual	\$ 132,446	\$ 139,069	\$ 146,022	\$ 153,323	\$ 160,989
	Hourly	\$ 63.68	\$ 66.86	\$ 70.20	\$ 73.71	\$ 77.40
<b>Firefighter/ Firefighter Trainee</b>	Monthly	\$ 6,141	\$ 6,448	\$ 6,771	\$ 7,109	\$ 7,465
	Annual	\$ 73,694	\$ 77,379	\$ 81,248	\$ 85,310	\$ 89,575
	Hourly	\$ 25.31	\$ 26.57	\$ 27.90	\$ 29.30	\$ 30.76
<b>Fire Chief</b>	Monthly	\$ 14,784	\$ 15,523	\$ 16,299	\$ 17,114	\$ 17,970
	Annual	\$ 177,406	\$ 186,276	\$ 195,590	\$ 205,369	\$ 215,638
	Hourly	\$ 85.29	\$ 89.56	\$ 94.03	\$ 98.74	\$ 103.67
<b>Business Manager</b>	Monthly	\$ 9,835	\$ 10,326	\$ 10,843	\$ 11,385	\$ 11,954
	Annual	\$ 118,016	\$ 123,917	\$ 130,113	\$ 136,619	\$ 143,450
	Hourly	\$ 56.74	\$ 59.58	\$ 62.55	\$ 65.68	\$ 68.97
<b>Apprentice Mechanic</b>	Monthly	\$ 4,597				
	Annual	\$ 55,162				
	Hourly	\$ 26.52				
<b>Journeyperson Mechanic</b>	Monthly	\$ 7,310	\$ 7,675	\$ 8,059	\$ 8,462	\$ 8,885
	Annual	\$ 87,720	\$ 92,106	\$ 96,711	\$ 101,547	\$ 106,624
	Hourly	\$ 42.17	\$ 44.28	\$ 46.50	\$ 48.82	\$ 51.26
<b>Apprentice Firefighter</b>	Monthly	\$ 3,883				
	Annual	\$ 46,592				
	Hourly	\$ 16.00				
<b>District Secretary</b>	Monthly	\$ 7,555	\$ 7,933	\$ 8,329	\$ 8,746	\$ 9,183
	Annual	\$ 90,660	\$ 95,193	\$ 99,952	\$ 104,950	\$ 110,198
	Hourly	\$ 43.59	\$ 45.77	\$ 48.05	\$ 50.46	\$ 52.98

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Response Time Standards:**

**Action Requested:** Staff will present recommendations to achieve an eight (8) minute response time goal as adopted by the Board.

**Background:** One of the Administrative/District Goals for 2023/2024 is to *effectively deploy resources*, and a mid-term recommendation from the recently adopted Master Plan is to adopt performance objectives (Recommendation B-3). In January 2024, the Board approved Policy 306 – Response Time Standards, which identified response goals as the following:

	NFPA	SPFD Goal	Actual
Dispatch Processing	1:04	1:00	
Turnout Time			1:41
EMS	1:00	1:00	
Non-EMS	1:20	1:20	
Total Reflex First Unit	6:24	8:00	9:00

Staff will provide recommendations with supporting data to achieve eight (8) minute total response times 90% of the time.

**Impact:** Improve community emergency response

**Attachments:** None

**Mark Duerr**  
Fire Chief  
South Placer Fire District

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**SOUTH PLACER FIRE DISTRICT  
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**Agenda Item: South Placer Fire District Policy Updates:**

**Action Requested:** Staff recommends a review and first reading of the proposed policy updates.

**Background:** With the recent changes to operations and the Board's goal of updating and consolidating the District Policy Manual, staff presents the following policies for review and discussion:

**Impact:** Policy update.

<b>Number</b>	<b>Policy</b>	<b>Adopted Date</b>
219	Americans with Disabilities Act (ADA) Compliance	New
220	Limited English Proficiency Services	New
1012	Discriminatory Harassment	New
1024	Workplace Violence	New
1025	Lactation Breaks	New
1028	Drug and Alcohol-Free Workplace	New
1043	Pregnancy Disability Leave	New
1045	Nepotism and Conflicting Relationships	New
1108	Restrooms>Showers/Locker Room	New

**Attachments:** Proposed policies:

**Mark Duerr**  
**Fire Chief**  
South Placer Fire Protection District

# Americans with Disabilities Act (ADA) Compliance

## 219.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for equal access to South Placer Fire District services, programs, and activities for persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA).

This policy also includes guidelines to provide effective communication with persons with disabilities and to protect the rights of individuals who use service animals in accordance with the ADA.

### 219.1.1 DEFINITIONS

Definitions related to this policy include (28 CFR 35.104):

**ADA coordinator** – The member designated by the Fire Chief to coordinate the [Department\_Agency]'s efforts to comply with the ADA (28 CFR 35.107).

**Assistive devices, auxiliary aids, and services** - Tools used to communicate with people who have a disability or impairment. They include but are not limited to the use of gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service, or VRS); taped text; qualified readers; or a qualified interpreter.

**Disability or impairment** - A physical or mental impairment that substantially limits a major life activity, including hearing or seeing, regardless of whether the person uses assistive devices, auxiliary aids, and services. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102; 28 CFR 35.108).

**Facility** - All aspects of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walkways, parking areas, and other real or personal property (28 CFR 35.108).

**Modification** - Any change, adjustment, alteration, adaptation, or accommodation that renders a [department\_agency] service, program, or activity suitable for use, enjoyment, or participation by a person with a disability. This may include alteration of existing buildings and facilities.

A modification includes any change or exception to a policy, practice, or procedure that allows a person with a disability to have equal access to programs, services, and activities. It also includes the provision or use of assistive devices, auxiliary aids, and services.

**Power-driven mobility device** - Any mobility device powered by batteries, fuel, or other engine type used by persons with disabilities for mobility assistance, regardless of whether the device was primarily designed for that purpose (e.g., golf carts, Segway® PT, mobility scooters). For purposes of this policy, it does not include wheelchairs.

## *Americans with Disabilities Act (ADA) Compliance*

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**Qualified interpreter** - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary interpreters.

**Service animal** - A dog that is trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability.

Service animal also includes a miniature horse if the horse is trained to do work or perform tasks for persons with disabilities, provided the horse is housebroken, is under the handler's control, the building or facility can accommodate the horse's type, size, and weight, and the horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility (28 CFR 35.136(i)).

### **219.2 POLICY**

It is the policy of the District that persons with disabilities have equal access to district services, programs, and activities.

The District will not discriminate against or deny any individual access to services, programs, or activities based upon disabilities.

### **219.3 ADA COORDINATOR**

The responsibilities of the ADA coordinator include but are not limited to (28 CFR 35.130):

- (a) Coordinating efforts within the District and with the District ADA coordinator to provide equal access to services, programs, and activities including:
  - 1. Establishing procedures to provide for the performance of routine maintenance on buildings, facilities, or equipment that provide access to persons with disabilities (28 CFR 35.133).
- (b) Recommending amendments to this policy, as needed.
- (c) Coordinating a process of periodic self-evaluation. The process should include:
  - 1. Inspection of current district buildings and facilities to identify access issues.
  - 2. Review of current district services, activities, and programs for access issues.
  - 3. Assessment and update of current compliance measures.
  - 4. Identification of recurring areas of complaint for which new methods of modification should be considered.
  - 5. Review of the district's emergency programs, services, and activities as they apply to persons with disabilities.
  - 6. Recommendation of a schedule to implement needed improvements.
- (d) Acting as a liaison with local disability advocacy groups or other disability groups regarding access to district services, programs, and activities.

## Americans with Disabilities Act (ADA) Compliance

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- (e) Developing procedures for the review and processing of requests for assistance or modifications that will help members provide persons with disabilities access to district services, programs, and activities, as appropriate.
- (f) Providing notice to the public regarding the rights and protections afforded by the ADA (e.g., posters, published notices, handbooks, manuals, and pamphlets describing district services, programs, and activities and the availability of assistive devices, auxiliary aids, and services, as well as modifications) (28 CFR 35.106).
- (g) Developing procedures for members to access assistive devices, auxiliary aids, and services, including qualified interpreters, and making the procedures available, as appropriate.
  - 1. A list of qualified interpreter services with contact and availability information should be maintained and easily accessible to members.
- (h) Developing, implementing, and publishing appropriate procedures to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to services, programs, and activities (28 CFR 35.107). The complaint procedures should include an appeal process.
- (i) Requiring third parties providing district services, programs, or activities through contract, outsourcing, licensing, or other arrangement to establish reasonable policies and procedures to prevent discrimination against and denial of access to persons with disabilities.
- (j) Developing and implementing procedures to provide that new construction and any alteration to an existing building or facility are undertaken in compliance with the ADA (28 CFR 35.151).
- (k) Coordinating with appropriate state and local agencies to address the needs of persons with disabilities in the district's emergency disaster preparedness planning, including consideration of communication methods (e.g., warning and emergency notification systems), evacuation and transportation, shelters and care facilities, emergency medical care, and post-disaster canvassing, transportation, and remediation.)
  - 1. The ADA coordinator or the authorized designee should serve as a liaison to District members during an emergency or disaster to provide guidance on issues involving persons with disabilities that may arise.

### 219.4 REQUESTS

The goal of any modification should be to allow the person to participate in the service, program, or activity in the same way as a person who does not have a disability.

Upon receiving a request for a modification, members should make reasonable efforts to accommodate the request based on the preference of the person with the disability. Members should not ask about the nature and extent of a person's disability and should limit questions to



## *Americans with Disabilities Act (ADA) Compliance*

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information necessary to determine the need for a modification and the type of modification that is appropriate.

If the requested modification or an alternative modification can reasonably be made at the time of the request, the member should make the modification. A member who is unable to accommodate a request or unsure about whether a request should be accommodated should contact a supervisor.

The supervisor should review and approve the request, if practicable and appropriate. Otherwise, the supervisor should document the requesting person's contact information and the modification being requested and forward the request to the ADA coordinator for processing as soon as reasonably practicable.

### 219.4.1 DENIAL OF REQUEST

The following should be considered before denying a request for modification:

- (a) Requests for modifications should be approved unless complying with the request would result in (28 CFR 35.150):
  1. A substantial alteration of the service, program, or activity.
  2. An undue financial or administrative burden on the District.
  3. All resources available for use in the funding and operation of the service, program, or activity at issue should be considered in this determination.
  4. A threat to or the destruction of the historic significance of an historic property.
  5. A direct threat to the health or safety of others (28 CFR 35.139).
  6. If any of the above circumstances are present, the ADA coordinator should work with district staff and the person requesting the modification to determine if an alternative modification is available.
- (b) Where physical modification of an existing building or facility, or new construction, would be unfeasible or unduly burdensome, the ADA coordinator should work with district staff to determine whether alternative modifications are available. Alternative methods that should be considered include (28 CFR 35.150):
  1. Reassigning services, programs, or activities to accessible buildings or facilities.
  2. Utilizing technology, equipment, rolling stock, or other conveyances.
  3. Delivering the services, programs, or activities directly to a person with a disability by way of home visits or meeting the person at an accessible location.
  4. Any other means or methods that would make services, programs, or activities readily accessible.
- (c) If no alternative modification is appropriate, the ADA coordinator shall issue a written statement explaining why a modification of the public service, program, or activity will not be made (28 CFR 35.150).

## *Americans with Disabilities Act (ADA) Compliance*

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### 219.4.2 PERSONAL DEVICES AND ASSISTANCE

Although members should make every effort to comply with requests, the provision of personal devices or assistance (e.g., wheelchairs, eyeglasses, hearing aids, personal assistance in eating or using the restroom) to persons with disabilities is not required (28 CFR 35.135).

### 219.4.3 SURCHARGES

Surcharges shall not be imposed upon persons with disabilities to cover the costs of providing modifications to public services, programs, and activities (28 CFR 35.130(f)).

## **219.5 MOBILITY DEVICES**

Wheelchairs and manually powered mobility devices such as walkers, crutches, canes, and braces are permitted in any areas open to pedestrians.

Power-driven mobility devices other than wheelchairs may be restricted only if a legitimate safety interest is identified that warrants the restriction (28 CFR 35.130(h); 28 CFR 35.137).

A member should not ask a person using a power-driven mobility device to terminate the use of the device or leave the area unless an imminent and legitimate safety issue is present. If a member is concerned about the use of a power-driven mobility device by a person with a disability, the member should contact a supervisor.

The determination of whether a reasonable modification should be made for the use of a power-driven mobility device within a public building or facility should be based on whether the device, given its size and speed, can be safely used within the particular building or facility taking into account the layout and design of the building or facility, the amount of pedestrian traffic present in the building or facility, and whether there is any risk of damage to the building or facility or its immediate environment as set forth in 28 CFR 35.137.

### 219.5.1 INQUIRIES REGARDING MOBILITY DEVICES

If an individual is using a power-driven mobility device other than a wheelchair, the member may seek credible assurance from the individual that the device is needed because of a disability. Credible assurance of the device's necessity may be provided in one of the following ways (28 CFR 35.137):

- (a) Presentation of a valid, state-issued disability placard or card
- (b) Presentation of any other state-issued proof of disability
- (c) A verbal statement, not contradicted by observable fact, that use of the device is necessary for mobility purposes

## **219.6 COMMUNICATIONS WITH PERSONS WITH DISABILITIES**

Members should remain alert to the possibility of communication problems when engaging with persons with disabilities. When a member knows or suspects an individual requires assistance to effectively communicate, the member should identify the individual's choice of assistive device, auxiliary aid, and service.

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The individual's preferred communication method should be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

Factors to consider when determining whether an alternative method is effective include:

- (a) The methods of communication usually used by the individual.
- (b) The nature, length, and complexity of the communication involved.
- (c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, members may use whatever assistive device, auxiliary aid, or service reasonably appears effective under the circumstances. This may include, for example, exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter or another appropriate assistive device, auxiliary aid, and service. Once the emergency has ended, the continued method of communication should be reconsidered. The member should inquire as to the individual's preference and give primary consideration to that preference.

### 219.6.1 TYPES OF ASSISTANCE AVAILABLE

Members shall not refuse an available type of assistive device, auxiliary aid, or service to a person with a disability who is requesting assistance. The District will not require persons with disabilities to furnish their own assistive device, auxiliary aid, or service as a condition for receiving assistance. The District will make every reasonable effort to provide equal access and timely assistance to persons with disabilities through a variety of assistive devices, auxiliary aids, and services.

Persons with disabilities may choose to accept District-provided assistive devices, auxiliary aids, and services, or they may choose to provide their own.

District-provided assistive devices, auxiliary aids, and services may include but are not limited to the assistance methods described in this policy.

### 219.6.2 AUDIO RECORDINGS AND ENLARGED PRINT

The District may develop audio recordings to assist people who are blind or have a visual impairment with accessing important information. If such a recording is not available, members may read aloud from the appropriate form or provide forms with enlarged print.

### 219.6.3 QUALIFIED INTERPRETERS

A qualified interpreter may be needed in lengthy or complex interactions (e.g., public meetings or hearings, special or emergency meetings, press conferences) for individuals who normally rely on sign language or speechreading (lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the exchange. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a local government or legal proceeding.

Qualified interpreters should be:

## *Americans with Disabilities Act (ADA) Compliance*

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- (a) Available within a reasonable amount of time.
- (b) Experienced in providing interpretation services.
- (c) Familiar with the use of VRS and/or video remote interpreting services.
- (d) Certified in either American Sign Language (ASL) or Signed English (SE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Members should use district-approved procedures to request a qualified interpreter at the earliest reasonable opportunity or when it is reasonably apparent that an interpreter is needed. Persons with disabilities shall not be required to provide their own interpreters (28 CFR 35.160).

### 219.6.4 TTY AND RELAY SERVICES

The District will accept all TTY or TDD calls placed by those who are deaf or hard of hearing and received via a telecommunications relay service.

Note that relay services translate verbatim, so the conversation must be conducted as if speaking directly to the caller.

### 219.6.5 COMMUNITY VOLUNTEERS

Interpreter services may be available from community volunteers who have demonstrated competence in communication services, such as ASL or SE, and have been approved by the District to provide interpreter services.

When qualified interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, District members must carefully consider the nature of the interaction and the relationship between the person with the disability and the volunteer to be reasonably satisfied that the volunteer can provide neutral and unbiased assistance.

### 219.6.6 FAMILY AND FRIENDS

While family or friends may offer to assist with interpretation, members should carefully consider the circumstances before relying on such individuals. The nature of the interaction and relationship between the person with the disability and the person offering services must be carefully considered to determine whether the family member or friend can provide neutral and unbiased assistance.

Children shall not be relied upon except in emergency or critical situations when there is no qualified interpreter reasonably available.

Adults may be relied upon when (28 CFR 35.160):

- (a) There is an emergency or critical situation and there is no qualified interpreter reasonably available.

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- (b) The person with the disability requests that the adult interpret or facilitate communication and the adult agrees to provide such assistance, and reliance on that adult for such assistance is reasonable under the circumstances.

### 219.6.7 FIELD ENFORCEMENT CONSIDERATIONS

It is important that members are able to effectively communicate with persons with disabilities even though the location of the communication may hinder the member's ability to provide assistive devices, auxiliary aids, and other services in a prompt manner.

Members involved in interactions with persons with disabilities that occur in the field and that could result in any type of civil or criminal enforcement action (e.g., issuing code enforcement citations, shutting off a utility service, fire investigations) should assess each situation to determine if communication assistance is necessary. The length, complexity, and importance of the communication, as well as the individual's preferred method of communication, should be considered when determining what, if any, resources should be used and whether a qualified interpreter or other service is needed.

### 219.7 SERVICE ANIMALS

Service animals that are assisting persons with disabilities are permitted in all District buildings and facilities and other areas where the general public is allowed. District members are expected to treat people with service animals with the same courtesy and respect that the District affords to all members of the public (28 CFR 35.136).

#### 219.7.1 IDENTIFICATION AND USE OF SERVICE ANIMALS

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness, or collar.

Service animals may be used in a number of ways to provide assistance, including:

- (a) Guiding people who are blind or have low vision.
- (b) Alerting people who are blind or have low vision.
- (c) Retrieving or picking up items, opening doors, or flipping switches for people who have limited use of their hands, arms, or legs.
- (d) Pulling wheelchairs.
- (e) Providing physical support and assisting with stability and balance.
- (f) Doing work or performing tasks for people with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication.
- (g) Altering a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

## *Americans with Disabilities Act (ADA) Compliance*

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### 219.7.2 INQUIRIES REGARDING SERVICE ANIMALS

If it is apparent or if a member is aware that an animal is a service animal, the individual generally should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the member should ask the individual only the following questions (28 CFR 35.136(f)):

- (a) Is the animal required because of a disability?
- (b) What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. Members should not question individuals about their disabilities, nor should members ask any individual to provide a license, certification, or identification card for a service animal.

### 219.7.3 CONTACT WITH SERVICE ANIMALS

Service animals are not pets. District members should not interfere with the important work performed by a service animal by talking to, petting, or otherwise initiating contact with a service animal.

### 219.7.4 REMOVAL OF SERVICE ANIMALS

If a service animal is not housebroken or exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, a member should notify an appropriate supervisor who may direct the handler to remove the animal from the premises. Barking alone is not a threat, nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136(b)).

Each incident must be considered individually, and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse access to services, programs, or activities to a person with a disability. Members are expected to provide all services that are reasonably available to a person with a disability, with or without a service animal.

## **219.8 WEBSITE ACCESS**

The ADA coordinator should work with appropriate District members to develop online content that is readily accessible to persons with disabilities. District web content should be developed in conformance with the most current guidelines issued by the U.S. Department of Justice.

Website content should also be made available to persons with disabilities in an alternative format upon request, if reasonably practicable.

## **219.9 DOCUMENTATION**

Whenever any modification, assistive device, auxiliary aid, or service has been provided, the member involved should document:

- (a) The type of modification, aid, or service provided.

## *Americans with Disabilities Act (ADA) Compliance*

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- (b) Whether the individual elected to use an assistive device, auxiliary aid, and service provided by the District or some other identified source, if applicable.
- (c) Whether the individual's express preference for the modification, assistive device, auxiliary aid, or service was not honored, and the reason why an alternative method was used.

The documentation and any written communications exchanged should be maintained consistent with the Records Maintenance and Release Policy.

### **219.10 COMPLAINTS**

A member who receives a complaint or becomes aware of potential disability discrimination, an ADA violation, or a person's inability to access a [department\_agency] program, service, or activity should document the complaint and refer the matter to the ADA coordinator (28 CFR 35.107).

### **219.11 TRAINING**

Members who may have contact with persons with disabilities should receive periodic training on ADA compliance, to include:

- (a) Awareness and understanding of this policy and related procedures, related forms, and available resources.
- (b) Procedures for handling requests for modifications.
- (c) Accessing assistive devices, auxiliary aids, and services needed to communicate with persons with disabilities.
- (d) General requirements of the ADA, including modifying policies and practices, communicating with and assisting customers, accepting calls placed through alternative systems, and identifying alternate ways to provide access to programs, services, and activities as appropriate to the member's job duties.

Training records should be maintained in each member's personnel file in accordance with the established records retention schedule.

## Limited English Proficiency Services

### 220.1 PURPOSE AND SCOPE

This policy provides guidance to members when communicating with individuals with limited English proficiency (LEP) (42 USC § 2000d).

#### 220.1.1 DEFINITIONS

Definitions related to this policy include:

**Authorized interpreter** - A person who has been screened and authorized by the District to act as an interpreter and/or translator for others.

**Interpret or interpretation** - The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

**Limited English proficiency (LEP) individual** - Any individual whose primary language is not English and who has a limited ability to read, write, speak, or understand English. These individuals may be competent in certain types of communication (e.g., speaking, understanding) but still exhibit LEP for other purposes (e.g., reading, writing). Similarly, LEP designations are context-specific; an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

**Qualified bilingual member** - A member of the District, designated by the Fire Chief or the authorized designee, who has the ability to communicate fluently, directly, and accurately in both English and another language. Bilingual members may be fluent enough to communicate in a non-English language but may not be sufficiently fluent to interpret or translate from one language into another.

**Translate or translation** - The replacement of written text from one language (source language) into an equivalent written text (target language).

### 220.2 POLICY

It is the policy of the District to reasonably provide LEP individuals with meaningful access to services, programs, and activities, while not imposing undue burdens on the [Department\_Agency] or its members.

The District will not discriminate against or deny any individual access to services, rights, or programs based upon national origin or any other protected interest or right.

### 220.3 LEP COORDINATOR

The Fire Chief or the authorized designee should delegate certain responsibilities to an LEP coordinator.

The responsibilities of the coordinator should include but not be limited to:



## *Limited English Proficiency Services*

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- (a) Coordinating and implementing all aspects of the district's LEP services to LEP individuals.
- (b) Developing procedures that will enable members to access LEP services, including telephonic interpreters, and ensuring the procedures are available to all members.
- (c) Maintaining and making available to members, as appropriate, a list of all qualified bilingual members and authorized interpreters. The list should include information regarding:
  - 1. Languages spoken.
  - 2. Contact information.
  - 3. Availability.
- (d) Ensuring signage stating that interpreters are available free of charge to LEP individuals is posted in appropriate areas and in the most commonly spoken languages.
- (e) Reviewing existing and newly developed documents to determine which are vital documents and should be translated, and into which languages the documents should be translated.
  - 1. Content on the district website should be included in this review and should be translated on the website, if appropriate.
- (f) Annually assessing demographic data and other resources, including contracted language services utilization data and data from government and community-based organizations, to determine if there are additional documents or languages that are appropriate for translation.
- (g) Identifying standards and assessments to be used to qualify individuals as qualified bilingual members or authorized interpreters.
- (h) Periodically reviewing efforts of the District in providing meaningful access to LEP individuals, and, as appropriate, developing reports, developing new procedures, or recommending modifications to this policy.
- (i) Receiving and responding to complaints regarding district LEP services.
- (j) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to district services, programs, and activities.
- (k) Requiring third parties providing district services, rights, or programs through contract, outsourcing, licensing, or other arrangement to establish reasonable policies and procedures to prohibit discrimination or denial of access or services based upon national origin or any other protected interest or right.

### **220.4 FOUR-FACTOR ANALYSIS**

Because there are many different languages that members could encounter, the District will utilize the four-factor analysis outlined in the U.S. Department of Justice (DOJ) Guidance to Federal Financial Assistance Recipients, available at the DOJ website, to determine which measures

## *Limited English Proficiency Services*

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will provide meaningful access to its services and programs. It is recognized that contacts and circumstances will vary considerably. This analysis, therefore, must remain flexible and will require an ongoing balance of the following four factors, which are:

- (a) The number or proportion of LEP individuals eligible to be served or likely to be encountered by district members, or who may benefit from programs or services within the jurisdiction of this district.
- (b) The frequency with which LEP individuals are likely to come in contact with district members, programs, or services.
- (c) The nature and importance of the contact, program, information, or service provided.
- (d) The cost of providing LEP assistance and the resources available.

### **220.5 TYPES OF LEP ASSISTANCE AVAILABLE**

Members should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The District will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The District will utilize all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept district-provided LEP services at no cost, or they may choose to provide their own.

District-provided LEP services may include but are not limited to the assistance methods described in this policy.

### **220.6 WRITTEN FORMS AND GUIDELINES**

Vital documents or those that are frequently used should be translated into languages most likely to be encountered. If English versions of any vital documents are published on the district website, the translated versions of the same document must also be posted on the website. The LEP coordinator will arrange to make all translated documents available to members and other appropriate individuals, as necessary.

### **220.7 AUDIO RECORDINGS**

The District may develop audio recordings of important or frequently requested information in a language most likely to be understood by those LEP individuals who are representative of the community being served.

### **220.8 QUALIFIED BILINGUAL MEMBERS**

Bilingual members may be qualified to provide LEP services when they have demonstrated through established District procedures a sufficient level of skill and competence to fluently communicate in both English and a non-English language. Members utilized for LEP services

## *Limited English Proficiency Services*

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must demonstrate knowledge of the functions of an interpreter/translator and the ethical issues involved when acting as a language conduit.

When a qualified bilingual member from this district is not available, personnel from other District departments who have been identified by the [department\_agency] as having the requisite skills and competence may be requested.

### **220.9 AUTHORIZED INTERPRETERS**

Any person designated by the District to act as an authorized interpreter and/or translator must have demonstrated competence in both English and the involved non-English language, must have an understanding of the functions of an interpreter that allows for correct and effective translation, and should not be a person with an interest in the transaction involving the LEP individual. A person providing interpretation or translation services may be required to establish the accuracy and trustworthiness of the interpretation or translation in a legal or other proceeding.

Authorized interpreters must pass a screening process established by the LEP coordinator that demonstrates their skills and abilities in the following areas:

- (a) The competence and ability to communicate information accurately in both English and in the target language.
- (b) Knowledge, in both languages, of any applicable specialized terms or concepts and of any particularized vocabulary or phraseology used by the LEP individual.
- (c) The ability to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (d) Knowledge of the ethical issues involved when acting as a language conduit.

#### **220.9.1 SOURCES OF AUTHORIZED INTERPRETERS**

The District may contract with authorized interpreters who are available over the telephone. Members may use these services with the approval of a supervisor and in compliance with established procedures.

Other sources may include:

- Qualified bilingual members of another district within the District.
- Individuals employed exclusively to perform interpretation services.
- Contracted in-person interpreters, such as court interpreters, among others.
- Interpreters from other agencies who have been qualified as interpreters by this district, and with whom the District has a resource-sharing or other arrangement that they will interpret according to district guidelines.

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### 220.9.2 COMMUNITY VOLUNTEERS AND OTHER SOURCES OF LANGUAGE ASSISTANCE

Language assistance may be available from community volunteers who have demonstrated competence in either monolingual (direct) communication and/or in interpretation or translation (as noted in above), and have been approved by the District to communicate with LEP individuals.

Where qualified bilingual members or other authorized interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, members must carefully consider the nature of the contact and the relationship between the LEP individual and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

While family or friends of an LEP individual may offer to assist with communication or interpretation, members should carefully consider the circumstances before relying on such individuals. For example, children should not be relied upon except in exigent or very informal and non-confrontational situations.

### **220.10 CONTACT AND DOCUMENTATION**

Although all public contacts, services, and individual rights are important, this [department\_agency] will utilize the four-factor analysis to prioritize service to LEP individuals so that such services may be targeted where they are most needed, according to the nature and importance of the particular activity involved.

Whenever any member of this district is required to complete a report or other documentation that involves a situation in which interpretation services were provided to any involved LEP individual, such services should be noted in the related report or documentation. Members should document the type of interpretation services utilized and whether the individual elected to use services provided by the District or some other identified source.

### **220.11 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE**

The District will take reasonable steps to develop in-house language capacity by hiring or appointing qualified members proficient in languages representative of the community being served.

#### 220.11.1 EMERGENCY ASSISTANCE

District members will make every reasonable effort to promptly accommodate LEP individuals who appear to be in need of emergency assistance. A member who determines that a person in need of emergency assistance is an LEP individual should attempt to gather sufficient information to determine what type of assistance the person needs and to initiate an appropriate response to the situation. As soon as possible, if language assistance is still needed and the language is known, the member should attempt to locate a qualified bilingual member to assist with the situation.

If a qualified bilingual member is not available or the member is unable to identify the primary language used by the LEP individual, the member should contact the contracted interpretation service for assistance.

## *Limited English Proficiency Services*

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### **220.12 COMMUNITY OUTREACH**

Community outreach programs and other such services offered by this district are important to the ultimate success of local government and achievement of the district's mission. This district will continue to work with community groups, local businesses, and neighborhoods to provide equal access to such programs and services.

### **220.13 TRAINING**

To ensure that all members who may have contact with LEP individuals are properly trained, the District will provide periodic training on this policy and related procedures, including how to access authorized telephonic and in-person interpreters and other available resources.

New members should receive LEP training. Those who may have contact with LEP individuals should receive periodic refresher training. Training records should be maintained in each member's personnel file in accordance with the established records retention schedule.

#### **220.13.1 TRAINING FOR AUTHORIZED INTERPRETERS**

All members on the authorized interpreter list must successfully complete prescribed interpreter training. To complete interpreter training successfully, an interpreter must demonstrate proficiency in and ability to communicate information accurately in both English and in the target language, demonstrate knowledge in both languages of any specialized terms or phraseology, and understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

Members on the authorized interpreter list must receive refresher training annually or they will be removed from the authorized interpreter list. This annual training should include language skills competency (including specialized terminology) and ethical considerations.

Authorized interpreters will receive annual refresher training.

## Discriminatory Harassment

### 1012.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent district members from being subjected to discriminatory harassment, including sexual harassment and retaliation (Government Code § 12940(k); 2 CCR 11023). Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

### 1012.2 POLICY

The South Placer Fire District is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The District will not tolerate discrimination against a member in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The District will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

The nondiscrimination policies of the District may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a member to discipline.

### 1012.3 DEFINITIONS

Definitions related to this policy include:

#### 1012.3.1 DISCRIMINATION

The District prohibits all forms of discrimination, including any employment-related action by a member that adversely affects an applicant or member and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or district equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to district policy and to a work environment that is free of discrimination.

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### 1012.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination, participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

### 1012.3.3 SEXUAL HARASSMENT

The District prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a member because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly as a term or condition of employment, position, or compensation.
- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the member.
- (c) Such conduct has the purpose or effect of substantially interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment.

### 1012.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and the California Civil Rights Department guidelines.
- (b) Bona fide requests or demands by a supervisor that the member improve the member's work quality or output, that the member report to the job site on time, that the member comply with District or district rules or regulations, or any other appropriate work-related communication between supervisor and member.

## **1012.4 RESPONSIBILITIES**

This policy applies to all district members who shall follow the intent of these guidelines in a manner that reflects district policy, professional standards, and the best interest of the South Placer Fire District and its mission.

Members are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any member who is not comfortable with reporting violations of this policy to the member's immediate supervisor may bypass the chain of command and make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the Fire Chief, the Deputy Chief and/or Business Manager, or the Board President.

Any member who believes, in good faith, that the member has been discriminated against, harassed, or subjected to retaliation, or who has observed harassment, discrimination, or

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retaliation, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

### 1012.4.1 QUESTIONS OR CLARIFICATION

Members with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, a manager, the Fire Chief, the Deputy Chief and/or Business Manager, the Board President, or the California Civil Rights Department for further information, direction, or clarification (Government Code § 12950).

### 1012.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and managers shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.
- (d) Ensuring that members who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying the Fire Chief or the Deputy Chief and/or Business Manager in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

### 1012.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

- (a) Behavior of supervisors and managers should represent the values of the District and professional standards.
- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent members.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining duty assignments, evaluating or counseling members, or issuing discipline, in a manner that is consistent with established procedures.



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### **1012.5 INVESTIGATION OF COMPLAINTS**

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved member should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. It is the policy of the South Placer Fire District that all complaints of discrimination, retaliation, or harassment shall be fully documented, and promptly and thoroughly investigated.

#### **1012.5.1 SUPERVISOR RESOLUTION**

Members who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the member feels uncomfortable or threatened or has difficulty expressing the member's concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who is a rank higher than the alleged transgressor.

#### **1012.5.2 FORMAL INVESTIGATION**

If the complaint cannot be satisfactorily resolved through the supervisory resolution process, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any members involved. No influence will be used to suppress any complaint and no member will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in an investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Members who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to follow the chain of command but may also file a complaint directly with the Fire Chief, the Deputy Chief and/or Business Manager, or the Board President.

#### **1012.5.3 ALTERNATIVE COMPLAINT PROCESS**

No provision of this policy shall be construed to prevent any member from seeking legal redress outside the District. Members who believe that they have been harassed, discriminated against, or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Members are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

### **1012.6 DOCUMENTATION OF COMPLAINTS**

All complaints or allegations shall be thoroughly documented on the appropriate forms and in a manner designated by the Fire Chief. The outcome of all reports shall be:

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- (a) Approved by the Fire Chief, the Board President, or the Deputy Chief and/or Business Manager, depending on the ranks of the involved parties.
- (b) Maintained in accordance with the established records retention schedule.

### 1012.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

### **1012.7 TRAINING**

All new members shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new member. The member shall certify by signing the prescribed form that the member has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the member's term with the District.

All members shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

#### 1012.7.1 STATE-REQUIRED TRAINING

The Training Officer should ensure that employees receive the required state training and education regarding sexual harassment, prevention of abusive conduct, and harassment based on gender identity, gender expression, and sexual orientation as follows (Government Code § 12950.1; 2 CCR 11024):

- (a) Supervisory employees shall receive two hours of classroom or other effective interactive training and education within six months of assuming a supervisory position.
- (b) All other employees shall receive one hour of classroom or other effective interactive training and education within six months of their employment or sooner for seasonal or temporary employees as described in Government Code § 12950.1.
- (c) All employees shall receive refresher training every two years thereafter.

If the required training is to be provided by the Civil Rights Department online training courses, the Training Officer should ensure that employees are provided the website address for the training course: <https://calcivilrights.ca.gov> (Government Code § 12950; 2 CCR 11023).

#### 1012.7.2 TRAINING RECORDS

The Training Officer shall be responsible for maintaining records of all discriminatory harassment training provided to members. Records shall be retained in accordance with established records retention schedules and for a minimum of two years (2 CCR 11024).

### **1012.8 REQUIRED POSTERS**

The District shall display the required poster regarding discrimination, harassment, and transgender rights in a prominent and accessible location for members (Government Code § 12950).

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## Workplace Violence

### 1024.1 PURPOSE AND SCOPE

The purpose of this policy is to make clear that the District does not tolerate any direct or implied threats of violence or violent behavior in the workplace or any act or behavior that is or can be perceived as threatening, hostile, and/or violent (Labor Code § 6401.9).

This policy supplements the Workplace Violence Plan implemented by the Health and Safety Officer pursuant to the Illness and Injury Prevention Program Policy.

### 1024.2 POLICY

It is the policy of the South Placer Fire District to provide and maintain a safe work environment for its employees, volunteers, and members of the public.

In responding to any violent behavior in the workplace, the District is committed to providing protection to all involved parties, including protection from future physical and/or mental harm and the protection of the legal rights of victims, witnesses, and those instigating the harm.

### 1024.3 PROHIBITED BEHAVIOR

No member shall engage in, encourage, or promote violent behavior toward any person while conducting district business or on district property.

No member engaged in district business shall carry or possess weapons or explosives unless either:

- (a) Permitted by district policy
- (b) State or local law prohibits the District from restricting the possession of the weapon or explosive

### 1024.4 REPORTING AND INVESTIGATING

#### 1024.4.1 MEMBER RESPONSIBILITY

District members who experience, observe, or have knowledge of prohibited behaviors and actions in the workplace, have a responsibility to report the situation as soon as practicable to a supervisor, a manager, or a human resources representative and to the local police department, if a threat has been made or a crime has occurred.

Members should render aid to anyone who may be in need and be prepared to assist emergency responders, as requested, following any incident of violence in the workplace.

#### 1024.4.2 SUPERVISOR, MANAGER, BATTALION CHIEF, AND DIVISION CHIEF RESPONSIBILITIES

Upon receipt of a report of potential or actual workplace violence, supervisors shall gather as much information as possible to assess and determine the severity and potential of the situation.

## *Workplace Violence*

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If the report is found to be credible, the next immediate supervisor shall be notified as soon as practicable and appropriate action taken.

Local law enforcement personnel shall be notified immediately of all threatening or violent behavior.

### **1024.4.3 INVESTIGATION**

The Administration Division will promptly, impartially, and with as much confidentiality as practicable coordinate the investigation of all reports of violent behavior.

District members are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as quickly as possible.

### **1024.4.4 REPORTING NON-WORK-RELATED THREATENING OR VIOLENT BEHAVIOR**

District members who are victims of domestic violence or other threatening behavior outside of the workplace or who believe they are potential victims of such behavior and fear it may enter the workplace, are encouraged to report the situation as soon as possible to their supervisors.

Supervisors receiving any such report shall contact the Administration Division as soon as practicable so that any appropriate safety measures or plans may be developed.

### **1024.5 RETALIATION PROHIBITED**

Any form of retaliation against a member for making a report concerning violent behavior in the workplace is prohibited.

Any member who becomes aware of any retaliation or threatened retaliation shall immediately notify their supervisor.

### **1024.6 RESTRAINING ORDERS**

Members who obtain a restraining order listing their workplace, person, or the District as a protected area must provide a copy of the restraining order to their immediate supervisor or the Deputy Chief and/or Business Manager. The District needs this information in order to provide a safe workplace.

### **1024.7 FOLLOW-UP ACTION**

Any employee reported to have exhibited violent or potentially violent behavior will be afforded all rights provided by law, the applicable memorandum of understanding, and/or the Firefighter Bill of Rights provisions before the District takes any disciplinary action.

Actions that may be taken when an employee has been found to have violated this policy include but are not limited to the following:

- Mandatory participation in counseling
- Placing the employee on paid administrative leave pending investigation into an alleged threat or act

## *Workplace Violence*

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- Corrective/disciplinary action up to and including termination
- Criminal arrest and prosecution
- Special procedures, such as job relocation or initiation of a court order

If, upon investigation, it is determined that an allegation is false or was made maliciously, the employee who provided the false information will be subject to disciplinary action, up to and including termination, as well as possible criminal arrest and prosecution.

### **1024.8 LEGAL ACTION**

The Administration Division, in consultation with the district's legal counsel, will determine if the District will seek a temporary restraining order or injunction to reduce future or threatened violent behavior or harassment in the workplace (Code of Civil Procedure § 527.8).

### **1024.9 CORRECTIVE ACTIONS**

At the completion of the investigation and a review of the incident, or in the case of a threat of violence, non-disciplinary corrective actions should be implemented or requested to ensure overall workplace safety. These actions may include but are not limited to:

- Placing the involved member on administrative leave pending further review and determination of permanent action. Administrative leave would be unpaid in the case of a volunteer.
- Reassigning the member to a different work location.
- Referring the member to conflict resolution training sessions.
- Referring the member to the Employee Assistance Program (EAP).
- Modifying workstation designs and office traffic flow patterns.
- Requiring the member to attend a fitness-for-duty evaluation.
- Developing specific workplace violence procedures for incident response, prevention, and corrective actions.

### **1024.10 WORKPLACE VIOLENCE PREVENTION**

All district members are responsible for assisting in the prevention of violence in the workplace.

The District shall provide initial and annual training to members regarding this policy and the district Workplace Violence Prevention Plan (Labor Code § 6401.9).

In the event a violent incident occurs in the workplace, the Fire Chief is responsible for ensuring that all responsibilities have been met and actions carried out, as detailed in this policy and the district Workplace Violence Prevention Plan. The Fire Chief shall review the results of any investigation and ensure appropriate action is taken. Information gathered during an investigation should be used for the continuous improvement of policies and procedures to prevent workplace violence (Labor Code § 6401.9).

## *Workplace Violence*

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### **1024.11 VIOLENT INCIDENT LOG**

All workplace violence incidents shall be documented in a violent incident log as provided in Labor Code § 6401.9 and the [department\_agency] Workplace Violence Prevention Plan. The log shall be retained for a minimum of five years and as required by the district records retention schedule (Labor Code § 6401.9 ).

## Lactation Breaks

### 1025.1 PURPOSE AND SCOPE

The purpose of this policy is to provide reasonable accommodations to members desiring to express breast milk for an infant child.

### 1025.2 POLICY

It is the policy of the [agencyName] to provide, in compliance with the Fair Labor Standards Act (FLSA), reasonable break time and appropriate facilities to accommodate any member desiring to express breast milk for a nursing child for up to one year after the child's birth (29 USC § 218d; Labor Code § 1030).

### 1025.3 LACTATION BREAK TIME

A rest period should be permitted each time the member needs to express breast milk (29 USC § 218d; Labor Code § 1030). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portions of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time.

Lactation breaks, if feasible, should be taken at the same time as the member's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding 15 minutes will be unpaid (Labor Code § 1030).

Members desiring to take a lactation break shall notify Placer Dispatch or a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt district operations (Labor Code § 1032).

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

### 1025.4 PRIVATE LOCATION

The District will make reasonable efforts to accommodate members with the use of an appropriate room or other location to express milk in private. Such room or place should be in close proximity to the member's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view and free from intrusion from coworkers and the public (29 USC § 218d; Labor Code § 1031).

Members occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other members should avoid interrupting a member during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for members assigned to the field may be taken at the nearest appropriate private area.

## *Lactation Breaks*

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### **1025.5 STORAGE OF EXPRESSED MILK**

Any member storing expressed milk in any authorized refrigerated area within the [Department\_Agency] shall clearly label it as such and shall remove at the end of their shift.

### **1025.6 STATE REQUIREMENTS**

Employees have the right to request lactation accommodations. If a break time or location accommodation cannot be provided, the supervisor shall provide the member with a written response regarding the reasons for the determination (Labor Code § 1034).

Lactation rooms or other locations should comply with the prescribed feature and access requirements of Labor Code § 1031.

Employees who believe that their rights have been violated under this policy, or who believe that they have been the subject of discrimination or retaliation for exercising or attempting to exercise their rights under this policy, are encouraged to follow the chain of command in reporting a violation, but they may also file a complaint directly with the Labor Commissioner (Labor Code § 1033).



## Drug and Alcohol Free Workplace

### 1028.1 PURPOSE AND SCOPE

The South Placer Fire District prohibits the use of drugs and alcohol in the workplace in order to provide a safer work environment for members and to protect the public's safety and welfare. This policy applies to all members when they are on District property or when performing District-related business elsewhere (41 USC § 8103).

### 1028.2 POLICY

It is the policy of the South Placer Fire District to provide a drug free workplace for all members.

### 1028.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on district time can endanger the health and safety of district members and the public.

Members who have consumed an amount of an alcoholic beverage or taken any medication, or a combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the Fire Chief or the appropriate supervisor as soon as they are aware that they will not be able to report to work. If a member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately removed and released from work (see the Work Restrictions section in this policy).

#### 1028.3.1 USE OF MEDICATIONS

Members should not use any medications that will impair their ability to safely and completely perform their duties. Members who are medically required or need to take any such medication shall report that need to their immediate supervisor prior to commencing any on-duty status.

#### 1028.3.2 MEDICAL CANNABIS

Possession, use, or being under the influence of medical cannabis on-duty is prohibited and may lead to disciplinary action.

### 1028.4 EMPLOYEE ASSISTANCE PROGRAM

A voluntary employee assistance program may be available to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Personnel / Human Resources, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

## *Drug and Alcohol Free Workplace*

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### **1028.5 WORK RESTRICTIONS**

If a member informs a supervisor that the member has consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and request that a Battalion Chief respond to the location of the impaired member. The Battalion Chief shall ensure the member is transported to a safe location and that the continuity of district operations is maintained.

### **1028.6 REQUESTING SCREENING TESTS**

A supervisor or Battalion Chief may request that an employee submit to a screening test under any of the following circumstances:

- (a) The supervisor or Battalion Chief reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing the employee's ability to perform duties safely and efficiently.
- (b) During the performance of duties, the employee drives a motor vehicle and becomes involved in an incident that results in bodily injury to the employee or another person or substantial damage to property.
- (c) The employee discharges a firearm in the performance of duties excluding training.
- (d) The employee discharges a firearm issued by the District while off-duty, resulting in injury, death, or substantial property damage.

#### **1028.6.1 BATTALION CHIEF RESPONSIBILITY**

The Battalion Chief shall ensure written records are prepared documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

#### **1028.6.2 SCREENING TEST DISPOSITION**

Employees may be subject to disciplinary action if they:

- (a) Fail or refuse to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fail to provide proof, within 72 hours after being requested, that they took the controlled substance as directed, pursuant to a current and lawful prescription issued in their name.
- (c) Violate any provisions of this policy.

## *Drug and Alcohol Free Workplace*

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### **1028.7 MEMBER RESPONSIBILITIES**

Members shall come to work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on district premises or on district time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members shall notify a supervisor immediately if they observe behavior or other evidence they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

### **1028.8 CONFIDENTIALITY**

The District recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel files.

### **1028.9 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT**

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the District will take appropriate disciplinary action, up to and including dismissal and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

## Pregnancy Disability Leave

### 1043.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the South Placer Fire District to manage pregnancy disability leave in accordance with the California Fair Employment and Housing Act (FEHA) (Government Code § 12945; 2 CCR 11040) and the Pregnancy Discrimination Act of 1978 (42 USC § 2000e(k)).

#### 1043.1.1 DEFINITIONS

Definitions related to this policy include:

**Interactive process** - An informal meeting between employer and employee, designed to identify the precise limitations resulting from a disability and any potential reasonable accommodations that could overcome those limitations and allow the employee to return to work, either in their usual and customary position or some other type of work.

### 1043.2 POLICY

The South Placer Fire District recognizes pregnancy as a disability and shall treat pregnant members in a manner consistent with other members with disabilities. The District shall defer to a pregnant member's qualified health care provider in assessing the member's ability to work.

### 1043.3 ELIGIBLE MEMBERS

Members who are disabled by pregnancy, childbirth or related medical conditions are eligible for pregnancy disability leave. There is no required minimum amount of service time or number of hours worked in order to be eligible (2 CCR 11037).

### 1043.4 TIME AND DURATION OF LEAVE

Under certain circumstances, an eligible member may be entitled to take pregnancy disability leave of up to four months and leave allowed under the Family and Medical Leave Act (FMLA) of up to 12 weeks, for a combined total of approximately seven months.

Members may take up to four months of pregnancy disability leave per pregnancy for any actual disability caused by pregnancy, childbirth or related medical conditions (Government Code § 12945).

Pregnancy disability leave need not be taken in one continuous period of time and may be taken intermittently, on an as-needed basis (2 CCR 11042).

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth is allowed by pregnancy disability leave.

If affected by pregnancy, childbirth or related medical conditions, a member may be permitted to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is recommended by the member's physician after reviewing the member's job description and required duties (2 CCR 11041).

## *Pregnancy Disability Leave*

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A member may also receive reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions, if recommended by a qualified health care professional (Government Code § 12945(3)).

### **1043.5 BENEFITS DURING LEAVE**

A member on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave (2 CCR 11044; Government Code § 12945) if:

- (a) The member is eligible for concurrent family medical leave.
- (b) The member has not already exhausted the 12-week group health insurance coverage benefit in the current FMLA eligibility period.

The District shall maintain and pay for the coverage for the duration of the leave as required in Government Code § 12945(2).

The District may recover premiums it paid to maintain health coverage, as provided by FMLA laws and Government Code § 12945(2), if a member does not return to work following pregnancy disability leave.

A member on pregnancy disability leave, who is not eligible to receive group health insurance coverage, may receive health insurance coverage in conjunction with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines by making monthly premium payments to the District.

Sick leave, vacation leave and seniority do not accrue while a member is on unpaid pregnancy disability leave.

### **1043.6 USE OF OTHER LEAVES**

Members are required to use accrued sick leave for any authorized pregnancy disability leave. At the member's option, accrued vacation or other accrued time off may be applied toward the pregnancy disability leave. If no accrued sick or vacation leave is available, pregnancy disability leave is unpaid (2 CCR 11044).

Pregnancy disability leave will run concurrently with FMLA and any short-term disability leave for those members who are eligible for both.

### **1043.7 PROCEDURE**

The following procedures apply to all members requesting pregnancy disability leave:

- (a) Members who wish to take pregnancy disability leave shall provide their supervisor with 30 days of advance notice if the need for leave is foreseeable or as soon as practicable if the need for leave was not foreseeable (2 CCR 11050). The 30-day advance notice may be waived with the supervisor's written approval.
- (b) A member shall submit a written request for pregnancy disability leave approved by the member's supervisor or the Personnel / Human Resources before the leave begins.

## *Pregnancy Disability Leave*

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The request shall be supported by a written certification from a physician or qualified health care professional that the member is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work (Government Code § 12945; 2 CCR 11050).

- (c) The supervisor should forward requests for pregnancy disability leave, including medical certifications, to the Personnel / Human Resources and ensure that the pregnancy disability leave or transfer request is responded to as soon as practicable and in no event later than 10 days after receiving the request (2 CCR 11050).
- (d) Members shall submit any request for an extension of leave in writing to their supervisor prior to the agreed date of return. The request for extension must be supported by a written certification from the attending physician that the member continues to be disabled by pregnancy, childbirth or a related medical condition.
- (e) Members returning from pregnancy disability leave shall provide a written statement from a qualified health care professional attesting that the member is fit to return to full duty (2 CCR 11050).

### **1043.8 REINSTATEMENT FOLLOWING LEAVE**

Upon the expiration of pregnancy disability leave or transfer, and the district's receipt of a written return to full duty certification, the member will be reinstated to her original or an equivalent position, unless the position has been eliminated for a legitimate business reason during the leave (2 CCR 11043).

If the same position is no longer available, as in a layoff, the member will be entitled to a position that is comparable in pay, location, job content, promotional opportunity and geographic location if such a comparable position exists.

If upon return from pregnancy disability leave a member is unable to perform the essential functions of the job because of a disability, the member's supervisor should work with the Personnel / Human Resources or legal counsel to engage in an interactive process with the member to identify a potential reasonable accommodation.

### **1043.9 RESPONSIBILITY**

Supervisors should work with the Personnel / Human Resources to review requests for leave and any request to return to duty under temporary modified duty limitations. The Personnel / Human Resources should advise the supervisor and inform members of their rights and responsibilities. Also see the Temporary Modified Duty Assignments Policy and the Return to Work Policy.

### **1043.10 RECORDS**

The District will maintain leave-related records for at least four years or in compliance with the district's established record retention schedule (Government Code § 12946).

# South Placer Fire District

SPFD Policy Manual

## *Pregnancy Disability Leave*

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Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA/California Family Rights Act (CFRA) and this policy shall be maintained as confidential medical records in separate files from the member's personnel files.

## Nepotism and Conflicting Relationships

### 1045.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination or actual or potential conflicts of interest by or between members of this district (Government Code § 12940). These employment practices include: recruiting, testing, hiring, compensation, assignment, promotion, use of facilities, access to training opportunities, supervision, performance appraisal, discipline and workplace safety and security.

#### 1045.1.1 DEFINITIONS

Definitions related to this policy include:

**Business relationship** - Serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder or investor in an outside business, company, partnership, corporation, venture or other transaction, where the employee's annual interest, compensation, investment or obligation is greater than \$250.

**Conflict of interest** - Any actual, perceived or potential conflict of interest in which it reasonably appears that an employee's action, inaction or decisions are or may be influenced by the employee's personal or business relationship.

**Nepotism** - The practice of showing favoritism to relatives over others in appointment, employment, promotion or advancement by any public official in a position to influence these personnel decisions.

**Personal relationship** - Includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

**Public official** - A supervisor, officer or employee vested with authority by law, rule or regulation or to whom authority has been delegated.

**Relative** - An employee's parent, stepparent, spouse, domestic partner, significant other, child (natural, adopted or step), sibling or grandparent.

**Subordinate** - An employee who is subject to the temporary or ongoing direct or indirect authority of a supervisor.

**Supervisor** - An employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance of a subordinate employee.

### 1045.2 POLICY

The South Placer Fire District is committed to fair and equitable treatment of all members and to creating a work atmosphere that is free of both actual and apparent conflicts of interest that could compromise this principle.



## *Nepotism and Conflicting Relationships*

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### **1045.3 RESTRICTED DUTIES AND ASSIGNMENTS**

The District will not prohibit all personal or business relationships between employees. However, in order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions shall apply:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
  - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
  - 2. When personnel and circumstances permit, the District will attempt to make every reasonable effort to avoid placing such employees in supervisor/subordinate situations. The District, however, reserves the right to transfer or reassign any employee to another position within the same classification in order to avoid conflicts with any provision of this policy.
- (b) Employees are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.
- (c) Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering into or maintaining personal or business relationships with any member they are assigned to train until such time as the training has been successfully completed and, if an employee, off probation.
- (d) To avoid actual or perceived conflicts of interest, members of this district should refrain from developing or maintaining personal or financial relationships with victims, witnesses or other individuals during the course of or as a direct result of any official contact.
- (e) Except as required in the performance of official duties or, in the case of immediate relatives, employees shall not develop or maintain personal or financial relationships with any individual they know or reasonably should know is under criminal investigation, is a convicted felon, parolee, fugitive or registered sex or arson offender or who engages in serious violations of state or federal laws.

#### **1045.3.1 EMPLOYEE RESPONSIBILITY**

Prior to entering into any personal or business relationship or other circumstance which the employee knows or reasonably should know could create a conflict of interest or other violation of this policy, the employee shall promptly notify his/her uninvolved, next highest level of supervisor.

Whenever any employee is placed in circumstances that would require the employee to take enforcement action or provide official information or services to any relative or individual with

## *Nepotism and Conflicting Relationships*

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whom the employee is involved in a personal or business relationship, the employee shall promptly notify his/her uninvolved, immediate supervisor. In the event that no uninvolved supervisor is immediately available, the employee shall promptly notify dispatch to have another uninvolved employee either relieve the involved employee or minimally remain present to witness the action.

### 1045.3.2 SUPERVISOR'S RESPONSIBILITY

Upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor shall take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors shall also promptly notify the Fire Chief of such actual or potential violations through the chain of command.

## Restrooms/Showers/Locker Room

### 1108.1 PURPOSE AND SCOPE

To provide South Placer Fire District members with a safe, clean, private shower and bathroom facility.

### 1108.2 POLICY

It is the policy of the South Placer Fire District that a means will be provided at each station to protect individual privacy in the locker, shower, and restroom facilities.

### 1108.3 PROCEDURE

All firehouses will post a copy of the Restroom/Shower and Locker Room attachment adjacent to each bathroom. Captains shall review this policy with all newly assigned personnel.

## Attachments

## 1108\_Policy\_Attachment\_6\_24.pdf



## **Restroom/Shower Policy**

- 1. On-duty personnel shall have priority use of "all" facilities.**
- 2. Respect the property and rights of your fellow firefighters. Use common courtesy and good sense.**
- 3. Implement the classic firehouse rule: "If you used it, clean it and put it back in its proper place."**
- 4. Knock before entering any closed door, whether an office or bathroom.**
- 5. Facilities will be cleaned with the employee announcing his/her presence before entering facilities.**
- 6. Facility doors shall be kept closed during mixed-gender personnel assignments.**
- 7. Unusual circumstances can be accommodated with the permission of captains.**

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** FIRE CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Assistance to Firefighters Grant (AFG) Award:**

**Action Requested:** Staff recommends accepting an AFG grant from FEMA in the amount of \$346,079 to purchase portable radios.

**Background:** Each year, the Department of Homeland Security provides funding to assist firefighting and emergency departments, nonaffiliated emergency medical service organizations, and State Fire Training Academies. AFG has helped firefighters, emergency medical responders, and SFTAs obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources to protect the public and emergency personnel from fire and related hazards.

The Board recently directed staff to apply for a grant to purchase new portable radios. The District was successful in the highly competitive process, and a grant award of \$346,079 was awarded. Staff requests the Board approve the receipt of these grant funds.

**Impact:** Board approval

**Attachments:** None

**Mark Duerr**  
**Fire Chief**  
South Placer Fire District

**SOUTH PLACER FIRE DISTRICT**  
**PARS Post-Employment Benefits Trust**

**Account Report for the Period**  
**6/1/2024 to 6/30/2024**

Mark Duerr  
Fire Chief  
South Placer Fire District  
6900 Eureka Rd.  
Granite Bay, CA 95746

**Account Summary**

Source	Balance as of 6/1/2024	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2024
OPEB	\$1,594,010.60	\$0.00	\$21,300.56	\$767.68	\$0.00	\$0.00	\$1,614,543.48
<b>Totals</b>	<b>\$1,594,010.60</b>	<b>\$0.00</b>	<b>\$21,300.56</b>	<b>\$767.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,614,543.48</b>

**Investment Selection**

Source	
OPEB	Moderate - Strategic Blend

**Investment Objective**

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

**Investment Return**

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	1.34%	1.24%	11.82%	1.56%	5.96%	5.59%	5/31/2012

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.  
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.  
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



**SOUTH PLACER FIRE DISTRICT**  
**PARS Post-Employment Benefits Trust**

**Account Report for the Period**  
**7/1/2023 to 6/30/2024**

Mark Duerr  
Fire Chief  
South Placer Fire District  
6900 Eureka Rd.  
Granite Bay, CA 95746

### Account Summary

Source	Balance as of 7/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2024
OPEB	\$1,338,570.00	\$0.00	\$168,727.15	\$8,302.73	\$0.00	\$115,549.06	\$1,614,543.48
<b>Totals</b>	<b>\$1,338,570.00</b>	<b>\$0.00</b>	<b>\$168,727.15</b>	<b>\$8,302.73</b>	<b>\$0.00</b>	<b>\$115,549.06</b>	<b>\$1,614,543.48</b>

### Investment Selection

Source	
OPEB	Moderate - Strategic Blend

### Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
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OPEB	1.34%	1.24%	11.82%	1.56%	5.96%	5.59%	5/31/2012

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** WEDNESDAY, AUGUST 14<sup>TH</sup>, 2024  
**CC:** BOARD SECRETARY KATHERINE MEDEIROS

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**Agenda Item:** Chiefs Report

**Action Requested:** Staff recommends a monthly District update.

**Background:**

- 2<sup>nd</sup> Quarter newsletter
- Generators are operational.
- Numerous wildland deployments/station coverage
- Loomis – State of the Town August 21 8:00 to 9:30 @ Blue Goose

**Attachments:** None

Impact: Monthly update

**Mark Duerr**  
**Fire Chief**  
South Placer Fire District