



West Plainfield Fire Protection District

24901 County Road 95, Davis, CA 95616

(530) 756-0212

AGENDA BOARD OF COMMISSIONERS – REGULAR MEETING August 20, 2024, at 7:00 PM

To be Held in Person at Lillard Hall
24905 County Road 95
Davis, CA 95616

To be Held by Zoom: <https://us06web.zoom.us/j/98831083439>

One tap mobile – +16699006833,98831083439#

Dial by your location – (669) 900-6833 US (San Jose)

Meeting ID: 988 3108 3439

1. Call the Meeting to Order and Establish Quorum (President McMullen)
2. Public Comment
3. Weed Abatement Report (Firefighter Lee)
4. Old Business
5. New Business
 - a. Discussion / Action – Adopt Policies (Chief Rita)
 - i. Policy 320 - Scene Preservation (new)
 - ii. Policy 706 - Knox-Box Access (new)
 - iii. Policy 802 - Subpoenas and Summons (new)
 - iv. Policy 803 - Patient Medical Record Security and Privacy
 - v. Policy 903 - Communicable Diseases (new)
 - b. Discussion / Action – Adopt Exposure Control Plan (Chief Rita)
 - c. Discussion / Action – Authorize Individuals to Submit Payment for Recology and LEAF Each Month Without prior Authorization Each month from Budget and Benefits Committee Chair or Others (Chief Rita)
 - d. Discussion / Action – Standing Committee – Reports
 - i. Lillard Hall Committee – **Amy**, Roos
 1. Hall Manager Report
 2. Discussion / Action – Approval of July 3, 2024 Minutes
 3. Discussion / Action – Approval of August 7, 2024 Minutes
 - e. Discussion / Action – Enter into funding agreement with Airport (Chief Rita)
6. Fire Chief's Report (Chief Rita)
7. Assistant Chief's Report (Assistant Chief Stiles)

8. Fire Fighter’s Association Report (President Lee)
9. Clerk’s Report
 - a. Discussion / Action – West Plainfield Fire Protection District Bill Review / Ratification
 - b. Discussion / Action – Approval of July 16, 2024 Regular Board Meeting Minutes
 - c. Discussion / Action – Approval of July 30, 2024 Special Board Meeting Minutes
 - d. Board Written Communication Received
10. Open Forum
11. Next regular Board meeting on September 17, 2024, unless another date is agreed upon
12. Meeting Adjourned (President McMullen)

Scene Preservation

320.1 PURPOSE AND SCOPE

State **MODIFIED**

The purpose of this policy is to provide Department members with guidance on performing emergency mitigation tasks when working in and around scenes where evidence may be present. Members of the Department are often confronted with opposing priorities when performing duties at scenes containing potential evidence. They must balance the need to provide timely and effective life-saving and property-preserving services while minimizing the disturbance of any items of evidentiary value. In some instances Department members must evaluate whether to enter a scene or to initiate mitigation activities.

320.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Evidence - Any item or arrangement of items that may provide relevant information to an investigation.

Scene - Any location where items of evidentiary value may be found. A scene need not be the location where a criminal act occurred, it need only be a location where items of evidentiary value are available for collection or documentation.

320.2 POLICY

Best Practice

It is the policy of the West Plainfield Fire Department to minimize the disturbance of conditions and evidentiary items when providing emergency mitigation services in and around scenes.

320.3 SCENE IDENTIFICATION

Best Practice **MODIFIED**

Department members must be mindful of encountering potential evidence at a scene whenever they respond to calls for service. The potential for evidence at a scene may be identified in a number of ways, including but not limited to:

- (a) The location of any incident that involves a physical assault or results from an act of violence. Such a location should be assumed to be a crime scene. Examples include shooting incidents, stabbing incidents, any incident involving a medical patient injured by the act of another person, suicides, bomb incidents or any act of terrorism.
- (b) Any incident that law enforcement personnel have identified as a crime scene and have notified Department members of that determination.
- (c) Any unattended death scene.
- (d) All fire incidents.

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- (e) Any incident where Department members believe or have a reasonable suspicion that a crime has taken place. The type of suspected criminal activity may be severe, as in the case of a robbery or burglary, or less severe, as in the case of vandalism.
- (f) Transportation incidents, including traffic collisions and rail, aircraft, shipping and boating incidents.
- (g) Industrial accidents.

320.4 ENTERING SCENES

Best Practice MODIFIED

When Department members determine that a scene containing potential evidence is involved, they should promptly evaluate the need to enter the scene prior to approval of investigators. For the purposes of Department members, scenes may be categorized into two distinct types: stable or unstable.

320.4.1 STABLE SCENE

Best Practice MODIFIED

A stable scene exists when there is no apparent immediate or ongoing threat to the safety, health or well-being of Department members, the public or property. Examples of stable scenes include incidents where the victim or victims are obviously deceased, incidents involving obviously failed incendiary devices and fire incidents where the fire is clearly extinguished prior to the arrival of Department members.

When Department members encounter a stable scene and it is apparent that no threat to safety or property exists, they should remain outside the scene until cleared to enter by the appropriate investigator or law enforcement personnel. If there is a confirmed or suspected threat to life or public safety, Department members should take whatever actions reasonably appear necessary to stabilize the scene and then withdraw pending approval from investigators or law enforcement personnel to re-enter.

320.4.2 UNSTABLE SCENE

Best Practice MODIFIED

An unstable scene exists whenever there appears to be an ongoing or imminent threat to the health, safety or well-being of Department members, the public or property that necessitates immediate mitigation. Examples of unstable scenes include incidents involving injured or entrapped persons, active fire or threat of imminent fire, imminent structural collapse endangering lives, the release or imminent threat of the release of hazardous materials or any incident where immediate mitigation is required to preserve life.

When Department members encounter an unstable scene they are authorized to take appropriate corrective action to mitigate the threat.

320.5 PRESERVATION OF EVIDENCE AT CRIME SCENES

Best Practice MODIFIED

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Whenever practicable, Department members should avoid touching, moving, manipulating or otherwise altering anything located at a scene where the potential for evidence exists. In some circumstances, the need to move items may be unavoidable. In those instances, Department members should note what items were moved, who moved them and the location from which they were moved. Members should not attempt to move displaced items back to their original location; rather the items should be left in the place to which they were moved. The appropriate investigator or law enforcement personnel should be informed of any items that were moved and the location where the items originally were found.

In instances where an obvious item of evidence must be moved, an investigator or law enforcement representative should be consulted prior to moving the item, if practicable. For example, if a weapon is located beside or underneath a victim and an investigator is available, the investigator should be called to relocate the weapon. Life-preserving care should not be unreasonably delayed awaiting the arrival of an investigator or law enforcement personnel to move items of evidence.

320.6 MEDICAL SUPPLIES AND DEBRIS

Best Practice **MODIFIED**

When may be located, any discarded medical material, wrapping material, used bandaging, containers or other debris should be left at the scene when the crews depart. Reusable tools, medical equipment and other durable supplies may be collected but care should be taken by members to minimize any disturbance to other items or material at the scene. Hazardous items and other material, such as medical sharps, controlled substances or surplus medications, should be collected and handled appropriately. If investigators or law enforcement personnel direct that any hazardous materials be left in place, Department members should clearly identify all such materials to the controlling authority at the scene.

Knox-Box® Access

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide information about the Knox-Box® Rapid Entry System and the roles and responsibilities of department members with regard to Knox-key security, storage, access and accountability. This policy shall apply to all buildings or sites within the West Plainfield Fire Department jurisdiction where it has been determined that a Knox-keyed device is needed or has been provided for accessibility for emergency responders (Fire Code § 506).

706.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Key tag - Attached to each key in a Knox-Box to identify its function.

Knox-Box - A locked box used for securely storing the keys to a gate, building or rooms within a building.

Knox cabinet - A locked data cabinet used for storing information pertinent to the operation of a building, such as hazmat data and plant shut-down procedures. Keys to the facility can also be located within the cabinet.

Knox Company - The manufacturer/vendor of the Knox-Box, cabinets, key switches, padlocks and related accessories. This is the only company whose products can be accessed by the West Plainfield Fire Department.

Knox master key - A key carried on all fire apparatus which enables department members to access any Knox-keyed device within the jurisdiction.

Knox tones - Electronic tones sent by a dispatcher over the radio to release the Knox master key from the fire apparatus.

706.2 POLICY

Best Practice

It is the policy of the West Plainfield Fire Department to be registered with the Knox Company to participate in its rapid entry system, providing safe and secure non-destructive emergency access to commercial and residential properties. Participation minimizes potential budget impacts caused by forcible entry during an emergency and allows a building to be re-secured quickly and easily by members.

The Fire Chief or the authorized designee shall appoint a Knox program coordinator, who shall be responsible for ensuring that all aspects of the program are administered in accordance with state fire code, local ordinance and Knox Company requirements.

Knox-Box® Access

706.3 KNOX KEY ACCOUNTABILITY

Best Practice

No individual member shall be issued a Knox master key. Appropriate fire apparatus shall be equipped with locking units that are accessed by an individual pin code or by tones issued via two-way radio by the dispatcher. Once the Knox master key is released, it should be used to access the Knox-keyed device at the location of the emergency and be immediately returned to the secured unit.

Each secured unit shall have an audit trail showing all access. Each incident requiring a dispatcher to send tones shall have that activity noted in the incident record.

The Fire Chief is ultimately accountable for Knox master keys issued to the Department. Any missing master key shall be immediately reported verbally to a supervisor and followed up with a written explanation to the Fire Chief within two working days.

Maintenance and security of the Knox master keys is essential to the credibility of the program. Any loss of a master key shall be thoroughly investigated and appropriate action initiated. If the key cannot be recovered, all Knox master keys in the jurisdiction may have to be replaced at department expense.

706.4 SITE INSTALLATION AND TESTING

Best Practice

It is a property owner's responsibility to order Knox-keyed devices and ensure that they are installed securely in a manner and location approved by the Department, in accordance with local building codes and ordinances. The reflective alert decal included with each Knox-Box should be mounted on the door or door frame adjacent to the Knox-Box. It is intended to alert fire companies to the presence of a Knox-Box.

Knox-Boxes should be installed near the main entrance to the building at a height not to exceed 6 feet. This height has proven ideal as it enables members to access the Knox-Box quickly without deploying a ladder, yet is high enough to discourage tampering. The preferred location for mounting a key switch is at the gate control head or adjacent to the gate or door entry key pad.

Knox-key switches should be installed by an electrician familiar with these devices.

706.5 KEYS IN KNOX-BOXES

Best Practice

Every access key placed in a Knox-Box shall be identified with a sturdy tag. Each set of keys shall be grouped together on a key ring. Tags and key rings may be purchased from the Knox Company at the time the Knox-Box is ordered. The keys being installed will be at the discretion of the property owner but should be selected based on the access needs of emergency responders. Keys typically installed in a Knox-Box include:

- Main entrance
- Grand master

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- Elevator control
- Mechanical room
- Fire alarm panel
- Electrical room
- Roof access
- Other secured areas deemed appropriate by the owner and/or the Department

706.6 LOCK UP OF KEYS IN KNOX-BOXES

Best Practice

Knox-Boxes are shipped to the property owner in the open position. After the box has been installed, the property owner must contact the West Plainfield Fire Department to request a lock-up of the box. Fire prevention staff will assist the property owner in arranging for a lock-up. All keys should be tagged and ready for placement in the Knox-Box upon the arrival of the prevention staff.

706.7 TESTING KEY SWITCHES

Best Practice

After a key switch has been installed, the property owner must contact the Department. The first-in engine company will test the key switch at its earliest convenience to ensure that it works properly. The property owner does not need to be present for the test. If the key switch fails to operate, the property owner will be contacted by the engine company to have the necessary repairs made.

706.8 NUMBER OF KEY SETS REQUIRED

Best Practice

More than one set of keys is often required to be placed in the Knox-Box, especially in larger buildings. The extra sets of keys are needed for additional fire companies or second alarms arriving later at the same incident. The following guidelines have been established for the number of key sets required:

- Security gate only, or one- to two-story building: one set of keys
- Three to four stories: two sets of keys
- Five to eight stories: three sets of keys
- Nine stories and above: four sets of keys

706.9 ANNUAL KNOX-BOX TESTING

Best Practice

The Fire Chief or the authorized designee shall ensure that an annual check is performed on each Knox-Box in the jurisdiction by fire prevention staff or an engine company. This should consist of checking the operation of the box and the keys.

Subpoenas and Summons

802.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish procedures for receiving, processing and responding to summons and subpoenas to appear or to produce records or evidence.

802.1.1 DEFINITIONS

Best Practice MODIFIED

Definitions related to this policy include:

Subpoena - A time sensitive order requiring a person or entity to appear at a particular time and place to testify as a witness at a deposition, trial or hearing and/or to provide documents, records or evidence in a legal proceeding.

Subpoena duces tecum - A time sensitive order requiring a person to produce in court specific documents or evidence.

Summons - A time sensitive order requiring an individual to appear in court at a specific date and time.

802.2 POLICY

State MODIFIED

It is the policy of the West Plainfield Fire Department to make reasonable efforts to comply with valid subpoena and summons requests for records or evidence and personal appearances and to cooperate with legal processes.

802.3 PROCEDURE

Best Practice MODIFIED

All subpoenas and summons should be directed to the Custodian of Records or the authorized designee.

802.3.1 CUSTODIAN OF RECORDS

Best Practice MODIFIED

The Custodian of Records and any authorized designees should receive training in proper intake and processing of subpoenas. Members not designated by the Custodian of Records and properly trained are not authorized to accept subpoenas for Department records.

If the Custodian of Records determines that a subpoena or a request for public records involves a request for a confidential record or relates to pending litigation against the Department or District, the request should be promptly brought to the attention of the Fire Chief and legal counsel for the Department.

All subpoenas and summons shall be date-stamped and scanned into the appropriate e-folder.

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802.3.2 SUBPOENAS FOR RECORDS

State MODIFIED

The Custodian of Records will consult with the Fire Chief regarding any request for medical records. The Custodian of Records or the authorized designee will only produce the requested records as provided in this policy and the Patient Medical Record Security and Privacy Policy.

A Declaration of Records shall be prepared, signed, copied and attached to the records provided in response to a subpoena (Evidence Code § 1271; Evidence Code § 1561). The Custodian of Records shall make reasonable efforts to produce the requested records, or provide a response noting the lack of records, by the date specified in the subpoena. A copy of the records produced shall be scanned into the appropriate e-folder.

The Department is entitled to recoup any reasonable costs incurred in production of business records in response to a subpoena duces tecum. The Custodian of Records should provide a statement reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered.

802.3.3 CIVIL SUBPOENAS FOR DEPOSITION OR NOTICE TO APPEAR

State MODIFIED

The Custodian of Records shall ensure timely delivery of the subpoena to the identified member. The receiving member should acknowledge receipt.

No subpoena for a member of this Department as a witness in a civil action should be accepted unless it is accompanied by the statutory fee of \$275 for each day the member's appearance is required pursuant to the subpoena (Government Code § 68097.2).

Members shall notify the Fire Chief of receipt of a subpoena. Members should contact the attorney issuing the subpoena to confirm the date and time of appearance or to confirm an on-call status. The member shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with judicial process. In the event a member will be unavailable to respond to a subpoena, the member shall promptly notify the attorney issuing the subpoena and the Fire Chief.

Members who are deposed shall request a copy of the transcript.

802.3.4 ON-CALL SUBPOENAS

Best Practice MODIFIED

Upon receipt of a subpoena and after contacting the issuing attorney, a member may make arrangements with the issuing attorney to be placed in an on-call status.

The subpoenaed member shall promptly notify the Fire Chief of the subpoena and any on-call status and make arrangements regarding any potential scheduling conflicts, potential overtime compensation or other follow-up required to coordinate on-call appearance status.

802.3.5 CRIMINAL SUBPOENAS

Best Practice MODIFIED

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Upon receipt of a criminal subpoena related to Department business, the member shall promptly notify the Fire Chief of the required appearance and, if directed or authorized to do so by the Fire Chief, contact legal counsel if they have any questions.

802.3.6 CIVIL SUBPOENAS UNRELATED TO OFFICIAL DEPARTMENT BUSINESS

Best Practice MODIFIED

Members served with or receiving subpoenas for civil matters unrelated to their Department duties shall comply with the requirements of the subpoena. Members are not entitled to compensation for any such appearance or deposition and arrangements for time off should be coordinated with the Fire Chief or the appropriate designee.

802.3.7 WORKER'S COMPENSATION

Best Practice MODIFIED

A copy of any subpoena for a matter related to workers' compensation shall be promptly provided to the Fire Chief and/or the risk manager.

802.4 RESPONSIBILITIES

Best Practice

802.4.1 MEMBERS

Best Practice MODIFIED

Members subpoenaed to appear in court for any Department-related reason or who are subpoenaed to produce records or evidence shall:

- (a) Document the date, time and manner of receipt.
- (b) Promptly contact the Custodian of Records and provide the Custodian with a copy of the subpoena.
- (c) Make arrangements through the Custodian of Records to obtain any related reports or information.
- (d) Notify the Fire Chief of the subpoena.
- (e) Contact counsel for the Department for any necessary guidance if directed or authorized to do so by the Fire Chief.

Employees who are subpoenaed to testify about Department-related matters shall receive their normal wages. Any witness fees provided to the employee shall be promptly transmitted to the Department. Members shall coordinate any scheduled appearances with their company officer to ensure minimization of any appearances requiring the payment of overtime.

Employees subpoenaed to testify about non work-related matters shall be permitted to take time off to testify but are not entitled to receive wages. Employees shall be entitled to use vacation, personal leave or compensatory time off for the time they will be away from work.

Members appearing in court about Department-related matters or appearing for court-related functions such as depositions in such matters shall appear for court or other judicial proceedings in uniform or conservative business attire.

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Any questions regarding this policy or its requirements shall be promptly directed to the Fire Chief or, if directed or authorized to do so by the Fire Chief, legal counsel.

802.4.2 SUPERVISORS

Best Practice

Supervisors should monitor the schedules of members who have been served subpoenas requiring their appearance to ensure appropriate shift coverage and compensation for the subpoenaed member.

Supervisors shall not intentionally adjust a member's duty schedule for the purpose of creating overtime.

802.5 TESTIFYING AGAINST THE INTEREST OF THE DISTRICT OR DEPARTMENT

Best Practice **MODIFIED**

Any member who has been subpoenaed to testify, has agreed to testify or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state, any city, county or any of their officers, agents or employees in which any of those entities or persons are parties to the litigation, will promptly notify their supervisor. The supervisor shall notify the Fire Chief, prosecuting attorney in a criminal case, and the Department's legal counsel, as may be indicated by the case.

- (a) This requirement includes:
1. Providing testimony or information for the defense in any criminal trial or proceeding.
 2. Providing testimony or information for the plaintiff in a civil proceeding against any city, county or their officers, agents or employees.
 3. Providing testimony or information on behalf of, or at the request of, any party other than any city, county or District official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

802.6 RECEIPT AND PROCESSING OF A SUMMONS

Best Practice **MODIFIED**

Upon receipt of a summons and complaint in a matter related to Department business, the member shall document the date, time and manner of receipt and promptly notify the Fire Chief and, if directed to do so by the Fire Chief, contact legal counsel for the Department. The member shall also notify, and provide a copy of the summons to, the Custodian of Records, who shall be responsible for entering it into the appropriate e-folder. The member is entitled to compensation as provided elsewhere in this Policy.

Patient Medical Record Security and Privacy

803.1 PURPOSE AND SCOPE

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

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

803.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

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

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

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

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

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

803.2 POLICY

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

803.3 RESPONSIBILITIES

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

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

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

803.4 PRIVACY OFFICER

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

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

803.5 PROCEDURE

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

803.6 SECURITY

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

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

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

803.6.1 ELECTRONIC PHI SECURITY

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

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

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

PHI may be transmitted electronically, provided the transmission occurs through a secure process that allows end-to-end authentication and the recipient is authorized to receive the information. Electronic transmission consists of email, file transfer protocol, internet web posting, and any configurable data stream. End-to-end authentication is accomplished when the electronic referral

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does not leave a secure network environment and the recipient is known, or when encryption and authentication measures are used between sender and recipient, thus verifying full receipt by the recipient. Any electronic PHI traveling outside a secure network environment, via the internet, requires encryption and authentication measures (45 CFR 164.312(e)).

803.6.2 HARD COPIES

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

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

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

803.7 PHI RECORD REQUESTS

The following procedures apply to PHI record requests:

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

803.7.1 PROHIBITED DISCLOSURES OF PHI AND PPI

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

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

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

803.7.2 PERMITTED DISCLOSURES OF PHI AND PPI

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

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

803.7.3 REQUIRED DISCLOSURES

The Department must disclose PHI when:

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

803.7.4 SUBPOENAS

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

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

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

803.7.5 RELEASE OF PHI TO LAW ENFORCEMENT

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

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

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4. ABO blood type and Rh factor
5. The character and extent of injuries
6. Date and time of treatment
7. Date and time of death, if applicable
8. A description of distinguishing physical characteristics

803.8 INDIVIDUAL RIGHTS

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

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

803.8.1 PHI AMENDMENT REQUESTS

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

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

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

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

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

Communicable Diseases and Exposure Control Plan

903.1 PURPOSE AND SCOPE

State **MODIFIED**

This policy is intended to provide guidelines for Department members to assist in minimizing the risk of contracting and/or spreading communicable diseases. The policy offers direction in achieving the following goals:

- (a) Managing the risks associated with exposure to bloodborne pathogens (BBP), aerosol transmissible diseases, and other potentially infectious substances (8 CCR 5193, 8 CCR 5199 and 29 CFR 1910.134).
- (b) Assisting Department members in making decisions concerning the selection, use, maintenance, limitations, storage, and disposal of personal protective equipment (PPE).
- (c) Protecting the privacy rights of all Department members who may be exposed to or contract a communicable disease during the course of their duties.
- (d) Providing appropriate treatment and counseling should a member become exposed to a communicable disease.

903.2 POLICY

Best Practice **MODIFIED**

The West Plainfield Fire Department is committed to providing a safe and healthful work environment for its members by providing each member with the best available protection from occupationally acquired communicable disease. Communicable disease is an occupational health hazard, and transmission is possible during emergency responses and other Department and in-station operations.

903.3 EXPOSURE CONTROL PLAN

State **MODIFIED**

The Department has developed an Exposure Control Plan (ECP) to eliminate or minimize occupational exposure to communicable diseases [\[INSERT PLAN DOCUMENT LINK HERE\]](#). The Fire Chief or the authorized designee shall designate an Exposure Control Officer (ECO), who will be responsible for the administration of the ECP and the designated responsibilities. The responsibilities shall include the establishment, implementation, and maintenance of effective written infection control procedures to control and reduce the risk of acquiring BBPs and aerosol transmissible diseases.

The ECP shall include the following core elements:

- Provide fire, rescue, and Emergency Medical Services (EMS) to the public without regard to known or suspected existence of communicable diseases.

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Communicable Diseases and Exposure Control Plan

- Regard all patient contacts as potentially infectious. Universal precautions will be observed at all times and will be expanded to include all bodily fluids and other potentially infectious material.
- Provide all at-risk Department members with training, immunizations, ~~TB skin test~~, and PPE necessary for protection from communicable diseases.
- Provide any Department member exposed to a communicable disease with a post-exposure follow-up in compliance with state standards.

The ECP shall be in writing, shall comply with all legal requirements, and shall (8 CCR 5193 et seq.):

- (a) Determine and note positions with the potential for exposure and whether the positions require respiratory protection.
- (b) Establish a schedule and method for implementing the plan.
- (c) Establish source control measures and the method of informing members of the source control measures.
- (d) Establish procedures for evaluation of the circumstances of exposure incidents and for appropriate follow-up.
- (e) Address the distribution and use of PPE related to communicable diseases.
- (f) Establish an effective procedure to track the frequency of use and the types and brands of sharps involved in exposure incidents; this should be documented on a sharps injury log.
- (g) Establish a process for vaccinating members.
- (h) Establish an effective procedure and method to identify currently available engineering controls and selecting such controls, where appropriate, for the procedures performed by Department members in their respective work areas.
- (i) Establish a training program to educate Department members on the ECP.
- (j) Be accessible to Department members (8 CCR 3204(e)).
- (k) Be reviewed annually by the ECO, to include the input of members from various work areas.
- (l) Be reviewed for new or modified tasks and procedures affecting occupational exposures.
- (m) Reflect changes in technology that eliminate or reduce exposure.
- (n) ~~Consider and/or implement any appropriate, commercially available needle-less systems and needle devices and sharps with engineered sharps injury protection.~~
- (o) Include new or revised member positions with occupational exposures.
- (p) Be available to the National Institute for Occupational Safety and Health (NIOSH) or the respective designee upon a request.

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Communicable Diseases and Exposure Control Plan

903.3.1 EXPOSURE TO BLOOD, BODILY FLUIDS, OR AEROSOL TRANSMISSIBLE DISEASES

State **MODIFIED**

All Department members who are exposed to another person's blood, bodily fluids, or an aerosol transmissible disease shall follow the ECP procedures and guidelines.

Exposure to blood or other potentially infectious materials includes but is not limited to the contact of such substances with the eye, mouth, other mucous membranes, non-intact skin, needle sticks, human bites, cuts, or abrasions, or any other qualifying exposure (Health and Safety Code § 121060.1 or 8 CCR 5193).

Exposure to an aerosol transmissible disease is any event in which all of the following have occurred (8 CCR 5199):

- (a) A member has been exposed to an individual who has or is suspected of having a reportable aerosol transmissible disease, or to a work area or to equipment that is reasonably expected to contain aerosol transmissible pathogens associated with a reportable aerosol transmissible disease.
- (b) The exposure occurred without the benefit of applicable exposure controls required by this policy.
- (c) It reasonably appears from the circumstances of the exposure that transmission of disease is sufficiently likely to require medical evaluation.

903.3.2 EXPOSURE CONTROL OFFICER

State **MODIFIED**

The ECO shall be responsible for the following:

- (a) Establishing and maintaining written procedures and a training program related to BBPs (8 CCR 5193).
- (b) Establishing and maintaining written procedures and a training program related to aerosol transmissible diseases (8 CCR 5199).
- (c) Working with management to develop and administer any additional related policies and practices necessary to support the effective implementation of the ECP.
- (d) Investigating all reports of exposures or suspected exposures to communicable disease.
- (e) Providing guidance and follow-up instructions when an exposure occurs.
- (f) Communicating with hospital infection control personnel.
- (g) Coordinating the collection, management, and security, and maintaining the confidentiality of all exposure records (8 CCR 5193).
- (h) Remaining current on all legal requirements concerning BBPs and other communicable diseases (8 CCR 5193).
- (i) Coordinating the immunization and vaccination of Department members.

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Communicable Diseases and Exposure Control Plan

- (j) Acting as a liaison during Occupational Safety and Health Administration (OSHA) inspections, conducting program audits to maintain an up-to-date ECP, and ensuring exposure report forms are available and adequate for members to properly report incidents of exposure.
- (k) Working with the Training Officer to maintain an up-to-date list of Department members requiring training.
- (l) Coordinating with the Training Officer in developing and implementing a training program, maintaining class rosters and quizzes, and periodically reviewing and updating the training program.
- (m) Reviewing and updating the ECP annually, on or before January 1 of each year.
- (n) Establishing procedures to ensure that members request exposure notification from health facilities when transporting a person who may have a communicable disease, and that the member is notified of any exposure as required by Health and Safety Code § 1797.188.
- (o) Informing members of the provisions of Health and Safety Code § 1797.188 (exposure to communicable diseases and notification).
- (p) Acting as the designated officer liaison with health care facilities regarding communicable disease or condition exposure notification. The designated officer should coordinate with other Department members to fulfill the role when not available. The designated officer shall ensure that the name, title, and telephone number of the designated officer is posted on the Department website (Health and Safety Code § 1797.188).

Department supervisors are responsible for exposure control in their respective areas. They shall work directly with the ECO and any affected members to ensure that the proper exposure control procedures are followed.

903.3.3 EXPOSURE DETERMINATION

State

The Department shall actively involve members in the preparation of an exposure determination that identifies the job classifications with potential for exposure to occupational BBPs. Exposure determination shall be made without regard to the PPE worn (8 CCR 5193(c)(1)(B)(8)).

903.3.4 UNIVERSAL PRECAUTIONS

Best Practice

All human blood and bodily fluids such as saliva, urine, semen, and vaginal secretions are to be treated as if they are known to be infectious. Where it is not possible to distinguish between bodily fluid types, all bodily fluids are to be assumed potentially infectious.

The minimum number of members required to complete a task safely will be used for all on-scene operations. Members who are not immediately needed will remain a safe distance (at least 6 feet) from operations when a communicable disease exposure is possible or anticipated. When transporting a patient with a potential aerosol transmissible disease, members should notify hospital staff prior to arrival to allow for the proper isolation of the patient immediately upon arrival.

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Universal precautions extend beyond the emergency incident and should be observed in the communal living environment of the fire station as follows:

- (a) Members shall not report to work with signs or symptoms of a febrile aerosol transmissible disease or any wounds that cannot be completely covered or in which exudates from the wounds cannot be contained with dressings.
- (b) Members shall wash their hands thoroughly for a minimum of 15 seconds with soap and water:
 1. Before and after handling or preparing food.
 2. Before eating.
 3. After using the restroom.
 4. After sneezing or coughing into the hands and/or handling contaminated facial tissue.
 5. After each patient contact.
 6. After removing any PPE.
 7. After handling potentially infectious materials.
 8. After cleaning and/or decontaminating equipment.
- (c) If hand washing with soap and water is not possible, germicidal hand wipes or a waterless hand cleanser shall be used.
- (d) Exercise equipment shall be wiped down with germicidal cleaner between users.
- (e) Members shall not share utensils, towels, bedding, or personal care items (e.g., razors, toothbrushes, nail clippers).
- (f) Members shall cover the mouth and nose with a tissue when coughing or sneezing. If tissue is not readily available, members should avoid coughing or sneezing into their hands and cover their mouth and nose with their arm.
- (g) All eating, drinking, smoking, applying of cosmetics or lip balm, and handling of contact lenses is prohibited in areas where there is an expectation of communicable disease exposure.
- (h) Food and drink shall not be stored in areas where there is an expectation of communicable disease exposure.
- (i) Perishable food that requires cold storage shall be kept at a temperature of 3 degrees Celsius or 38 degrees Fahrenheit or lower.
- (j) Perishable food that requires freezer storage shall be kept at a temperature of -18 degrees Celsius or 0 degrees Fahrenheit or lower.
- (k) All food that is removed from original manufacturer packaging shall be kept in a tightly sealed food container or shall be wrapped with plastic food wrap.

903.3.5 IMMUNIZATIONS

State **MODIFIED**

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All Department members who, in the line of duty, may be exposed to or have contact with a communicable disease shall be offered appropriate treatment immunization.

903.3.6 SHARPS INJURY LOG

State

The EMS supervisor shall maintain a sharps injury log that records all exposure incidents involving a sharp. Entries into this log will be recorded within 14 working days of the date the incident is reported to the EMS supervisor. The information on the log will include the following information, if it is known or reasonably available (8 CCR 5193(c)(2)):

- (a) Date and time of the exposure
- (b) Type and brand of the sharp involved in the exposure incident
- (c) Description of the exposure shall include the following:
 - 1. Job classification of the member involved in the exposure
 - 2. Work location where the exposure occurred
 - 3. Procedure the member was performing at the time of the exposure
 - 4. How the exposure occurred
 - 5. The body part involved in the exposure
 - 6. Whether the sharp had engineered sharp-injury protection, whether the protection mechanism was activated, and whether the injury occurred before the mechanism was activated, during activation, or after activation, if applicable
 - 7. The member's opinion as to how or whether mechanism could have prevented the injury
- (d) Each member incident shall be recorded on the sharps injury log within 14 working days of the date the incident is reported to the Department.
- (e) The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the member.

903.4 POST-EXPOSURE REPORTING AND FOLLOW-UP REQUIREMENTS

State **MODIFIED**

In actual or suspected exposure incidents, proper documentation and follow-up action must occur to limit potential liabilities and to ensure the best protection and care for the member. The priority shall be to provide the exposed member with the appropriate medical care, testing, and counseling to prevent or minimize the risk of contracting or spreading the disease (Health and Safety Code § 120260, Health and Safety Code § 120261, Health and Safety Code § 120262 and Health and Safety Code § 120263).

Most of the information involved in this process must remain confidential. The ECO shall ensure that all records and reports are kept in the strictest confidence. The ECO shall be responsible for maintaining records containing the member's treatment status and the results of examinations, medical testing, and follow-up procedures. The Records Manager shall be responsible for

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maintaining the name and Social Security number of the member and copies of any information provided to the consulting health care professional.

903.5 TRAINING

State **MODIFIED**

Any member whose duties place them at risk for exposure to BBPs shall receive Department-provided, no-cost training during working hours ([or during scheduled training](#)) that shall include all of the state requirements (8 CCR 5193).

903.6 MEDICAL RECORDS

State **MODIFIED**

The Department shall establish and maintain an accurate medical record for each member who has the potential for occupational exposure to BBPs as follows (8 CCR 3204):

- (a) Member status regarding all required vaccinations
- (b) **Results of TB skin tests**
- (c) Copies of information regarding exposures

Medical records that are required by this policy are to be kept confidential and shall be retained for the duration of the member's employment with the Department, plus 30 years (8 CCR 3204(d)(1)(A)).



Exposure Control Plan

(version August 2024)

Exposure Control Plan and Supporting Documents

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CONTACTS AND VERSION HISTORY

CONTACTS

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(530) 756-0212
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Davis, CA 95616

Emergency
9-1-1

Exposure Control Officer
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(530) 902-0434
Fire Chief Cherie Rita
24901 County Road 95
Davis, CA 95616

Designee / CE Program Director
(530) 756-0212
(530) 304-3475
Assistant Chief Dave Stiles
24901 County Road 95
Davis, CA 95616

Training Officer
(530) 756-0212
Fire Captain Dave Osborn
24901 County Road 95
Davis, CA 95616

YCPARMIA
(530) 666-4456
77 W Lincoln Avenue
Woodland, CA 95695

VERSION HISTORY

Initial Publication – 2008
Review / Revisions - 2024

SAFETY POLICY STATEMENT

TO ALL MEMBERS

West Plainfield Fire Department has developed a comprehensive *Exposure Control Plan* (ECP) designed to:

- Manage the risks associated with exposure to bloodborne pathogens (BBP), aerosol transmissible diseases, and other potentially infectious substances (OPIM) (8 CCR 5193, 8 CCR 5199 and 29 CFR 1910.134).
- Assist Department members in making decisions concerning the selection, use, maintenance, limitations, storage, and disposal of personal protective equipment (PPE).
- Protect the privacy rights of all Department members who may be exposed to or contract a communicable disease during the course of their duties.
- Provide appropriate treatment and counseling should a member become exposed to a communicable disease.

The goal of this program is to provide a safe and healthful work environment for its members by providing each member with the best available protection from occupationally acquired communicable disease. Communicable disease is an occupational health hazard, and transmission is possible during emergency responses and other department and in-station operations.

This ECP includes:

- Determination of member exposure
- Implementation of various methods of exposure control
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to members and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding an exposure incident



MEMBER ACKNOWLEDGMENT

I have received, read and understand the *Exposure Control Plan* of the West Plainfield Fire Department.

Dated: _____

[sign above]

[print name above]

PROGRAM ADMINISTRATION

The Exposure Control Officer is responsible for the implementation of the *Exposure Control Plan* (ECP). The Exposure Control Officer will maintain, review, and update the ECP at least annually, and whenever necessary, to include new or modified tasks and procedures. Those members who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

The Exposure Control Officer or Designee will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels, and red bags as required by the standard. Such individual will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes.

The Training Officer will be responsible for ensuring that all medical actions required are performed and that appropriate member health and OSHA records are maintained and will be responsible for training, documentation of training, and making the written ECP available to members, OSHA, and NIOSH representatives.

In addition, all managers and supervisors are responsible for implementing and maintaining the ECP in and for ensuring members receive answers to questions about the plan in a language they understand.

MEMBER EXPOSURE DETERMINATION

All members holding a Firefighter, Officer, or Chief Officer job description/classification are determined to have a risk of occupational exposure.

METHODS OF IMPLEMENTATION AND CONTROL

UNIVERSAL PRECAUTIONS

All members shall utilize universal precautions.

EXPOSURE CONTROL PLAN

Members covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. This ECP is available in the Department's Policy Manual and all members have an opportunity to review this plan at any time. A member may also request a hard copy of this ECP by contacting their immediate supervisor. If requested, the member shall be provided with a hard copy of the ECP free of charge within 15 days of the request.

ENGINEERING CONTROLS AND WORK PRACTICES

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens.

All procedures will be done in a manner that minimizes splashing, spraying, splattering and generation of droplets of blood or OPIM. Personal protective equipment shall be worn and used as provided herein. Broken glass or other sharp items shall be handled using brooms, shovels, etc., to avoid potential skin penetration.

There will be no eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses while providing first aid and cleaning up blood or OPIM, and only after members have properly removed all PPE and properly washed their hands and potentially contaminated skin.

Additional specific engineering controls and work practice controls are listed below.

Hand and Skin Washing

Members shall wash their hands immediately (on-scene if possible) or as soon as possible following the removal of potentially contaminated gloves. Antibacterial soap and warm water or an approved disinfectant shall be used to wash one's hands, paying particular attention to the fingernails.

If a member's intact bare skin contacts someone else's blood or bodily fluids or other potentially infectious materials, the member shall wash the exposed part of their body with soap and warm water and/or an approved disinfectant as soon as possible. If the skin becomes grossly contaminated, body washing shall be followed by an approved hospital-strength disinfectant. If large areas of the member's skin are contaminated, the member shall shower as soon as possible, using warm water and soap and/or an approved disinfectant. Medical treatment should be obtained and the member should complete the *Exposure / First Aid Incident Report* form.

Eyes should be flushed and other exposed mucous membranes appropriately disinfected.

Contaminated non-intact skin (e.g., injured skin, open wound) shall be washed/irrigated/cleaned using an approved disinfectant and then dressed or bandaged as needed. Medical treatment is required and the *Exposure / First Aid Incident Report* form shall be completed.

Decontamination Practices of Non-Disposable PPE and Equipment/Supplies

Kitchen and bathroom facilities will never be utilized for cleaning, decontaminating, storing, or disposing of any contaminated material or waste. Designated sinks will be utilized for this procedure, followed by decontamination using an approved EPA germicide or a 1:100 solution of chlorine bleach (one-quarter cup of bleach per one gallon of water).

Contaminated non-disposable clothing (uniforms, undergarments, etc), personal protective equipment, equipment, and supplies shall be decontaminated as soon as possible. If it is to be transported from the scene, it shall be done by first placing it into a biohazard waste bag. Contaminated leather boots shall be discarded and properly disposed of if the contaminant has soaked through the boot.

Equipment, supplies, and vehicles that have been contaminated by blood, bodily fluid, respiratory or airborne droplets, or other potentially infectious material, and members whose clothing or equipment has been contaminated, shall not respond to additional calls, or engage in other work activities until all contaminated clothing, supplies, equipment, and vehicle interior has been exchanged, disposed of, or cleaned and decontaminated.

Non-porous surfaces (e.g., plastic or metal) shall be brushed and scrubbed with detergent and hot water, sprayed with a bleach solution, rinsed, and allowed to dry. Delicate equipment (e.g., radios) should be brushed and scrubbed very carefully using a minimal amount of a type of germicide that is approved by the Environmental Protection Agency (EPA). While cleaning non-porous equipment, pay close attention to handles, controls, portable radios, and corners (tight spots). Contaminated non-porous equipment should be cleaned using an EPA-approved germicide or a 1:100 solution of chlorine bleach (one-quarter cup of bleach per one gallon of water) while wearing disposable gloves and goggles. Large particles of

contaminants, such as vomit, feces, and blood clots, should first be removed (using a disposable towel or other means to prevent direct contact) and properly disposed.

Contaminated supplies and equipment shall be kept in a separate location from clean or sterile supplies and equipment. Disposable gloves and goggles shall be worn when washing or handling contaminated equipment. A fluid-resistant gown shall be worn when there is the possibility of contaminated fluid splashes to clothing during clean-up procedures. When possible, one member should handle clean or sterile items and a different member should be assigned to handle contaminated items. Use the provided cleaners for non-laundry items and decontaminate sinks, etc., after cleaning. Hang or place items to air dry.

Contaminated clothing and launderable PPE shall be laundered at the station; in no event shall a member launder any Department items in their personal washer, nor should contaminated items be taken into the or living quarters. Members shall:

- Bag items as soon as possible in a bag that will contain contaminated fluids
- Wear protective gloves when handling and sorting items
- Minimize handling to avoid contact-acquired contamination of members and the work area
- Use the provided laundry detergent and washer specifically set aside for contaminated items
- Hang or place items to air dry

Disposition of Disposable PPE and Equipment/Supplies

Contaminated disposable supplies (e.g., gloves, dressings, CPR masks) shall be transported with the patient in the ambulance. Disposable gloves are to be worn while placing the waste into the ambulance's biohazard waste container.

Housekeeping

Ideally, members shall dispose of biohazards on-scene in the appropriate containers on the ambulance. Regulated waste disposed of at the Station shall be placed in the biohazard waste container located at the station, which shall be leakproof, red in color or appropriately labeled with a biohazard warning, and routinely emptied. Bins, buckets, sinks and other items shall be cleaned and decontaminated as soon as feasible after known or visible contamination.

No member shall handle sharps unless trained to do so and sharps should not routinely be disposed of at the Station.

Personal Protective Equipment – In General

All PPE used – such as gloves, gowns, face shields or masks, and eye protection - are provided at no cost to members and will be chosen based on the anticipated exposure to blood or OPIM. PPE will be provided in appropriate sizes and will be considered appropriate only if it does not permit blood or OPIM to pass through or reach the member's clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration the protective equipment will be used.

Members shall remove immediately, or as soon as feasible, any garment or protective equipment contaminated by blood or OPIM in such a way as to avoid contact with the outer surface.

Any PPE that becomes punctured, torn, or loses its integrity shall be removed as soon as feasible.

Contaminated reusable PPE that must be transported prior to cleaning shall be placed into a red biohazard waste bag. This bag should be given to the on-duty Company Officer for disinfecting and/or cleaning.

Personal Protective Equipment – Hand Protection

Gloves play a major part in the prevention of occupational exposure by acting as a protective barrier. All members shall wear gloves whenever there is potential for direct hand contact with blood or OPIM, mucous membranes, and when handling items or surfaces soiled with blood or OPIM or other potentially harmful contaminants. Supervisors shall ensure gloves are readily available in all locations that require the use of gloves, including hypoallergenic gloves as necessary.

Members shall:

- NOT wash or disinfect disposable gloves
- Change gloves as soon as possible when visibly soiled and when treating a new patient
- Replace gloves if a tear, puncture, or similar defect is noticed
- Place used gloves in a red biohazard plastic bag or as directed by transporting personnel

Utility gloves (rubber or cloth gloves), often used for housekeeping or other chores, are permitted to be decontaminated and reused. They must be discarded if they are cracked, peeling, discolored, torn, punctured or exhibit other signs of deterioration.

Personal Protective Equipment – Eye and Face Protection

Masks and eye protection or chin-length face shields must be worn whenever splashes, spray, spatter, or droplets of blood or OPIM may be generated with a potential for mucous membrane contamination. Mucous membranes and skin exposures are recognized routes of transmission of HBV, HCV and HIV. If eyewear is chosen over the use of a face shield, it must be worn in conjunction with a facemask, since the aim of this is to provide protection of the eyes, nose, and mouth.

Personal Protective Equipment – Respiratory Ventilation Protection

Respiratory ventilation devices are provided and must be used during resuscitation efforts.

HEPATITIS B VACCINATION

The Department's CE Program Director or the Training Officer will provide training to members on hepatitis B vaccinations, addressing the safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after training and within 10 days of initial assignment to members identified in the exposure determination section of this plan. Vaccination is encouraged unless: 1) documentation exists that the member has previously received the series, 2) antibody testing reveals that the member is immune, or 3) medical evaluation shows that vaccination is contraindicated.

If a member chooses to decline vaccination, the member must sign the HEPATITIS B VACCINE DECLINATION form (Appendix A). Members who decline may request and obtain the vaccination later at no cost. Documentation of refusal of the vaccination is kept by the Training Officer or the Records Manager.

Vaccination will be provided by _____.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

REPORTING

A member that has an exposure incident must complete the *EXPOSURE / FIRST AID INCIDENT REPORT* form (Appendix B), in addition to any other Department-required forms as provided in the Policy Manual, and provide it to the Exposure Control Officer or Designee as soon as possible, but not later than before the end of the shift. The route of exposure and the circumstances related to the incident will be documented by the Exposure Control Officer or Designee and kept confidentially by the Records Manager as provided by District policy. The entire *Exposure Report* form shall be completed within fourteen (14) days in the event the contamination was the result of broken glass or a sharp object.

PROCEDURES FOR EVALUATION OF THE INCIDENT

The Designee or Training Officer will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work practices followed
- Description of the device being used (including type and brand)
- PPE that was used at the time of the exposure incident (gloves, eye shields, etc.)
- Location of the incident
- Procedure being performed or action taken when the incident occurred
- Member's training

If it is determined that changes need to be made, the Exposure Control Officer or Designee will ensure that appropriate revisions are made to this ECP.

POST-EXPOSURE MEDICAL EVALUATION, SOURCE TESTING, AND TREATMENT

Medical Evaluation

The blood of the exposed member shall be collected. If the member initially declines testing, the blood sample will be preserved for at least ninety (90) days to allow the member to have the blood tested later.

The information required by 8 CCR section 5193(f)(4) will be provided to the healthcare professional. The healthcare professional's written opinion will be obtained and provided to the exposed member within fifteen (15) days of completion of the evaluation, according to 8 CCR section 5193(f)(5) requirements. The doctor or qualified health care provider should be provided with the supervisor's report and the member's medical records relevant to the visit and examination. The blood of the exposed member shall be tested.

Source Testing

Testing for communicable diseases of a person who was the source of an exposure should be sought when it is desired by the exposed member or when it is otherwise appropriate. There are several methods to obtain such testing. It is the responsibility of the ECO to ensure that the proper testing and reporting occur. These methods are:

- Obtaining voluntary consent from any person who may be the source of an exposure to cover testing for any communicable disease.
- Filing a report with the county health officer when a member is exposed to the bodily fluids of an

arrestee. The county health officer may pursue testing for HIV or hepatitis B or hepatitis C (Penal Code § 7510 et seq.).

- Seeking consent for testing or applying for a court order for HIV, hepatitis B, and hepatitis C testing (Health and Safety Code § 121060 et seq.).
- Seeking a court order when the person who may be the source of an exposure will not consent to testing and the exposure does not fall under the statutory schemes for testing. This covers testing for any communicable disease as deemed appropriate by a health care professional and documented in the request for the court order.
- Under certain circumstances, a court may issue a search warrant for the purpose of HIV testing an adult or juvenile when a member of the Department qualifies as a crime victim (Penal Code § 1524.1).

When the risk is from a blood-borne pathogen, the source patient must be tested for hepatitis B, hepatitis C, and HIV, with a rapid HIV test being the preferred method and a hepatitis B surface antibody titer used to evaluate the member's immunity. If other contact transmissible or aerosol transmissible disease possibilities exist, other tests may be indicated and shall be determined by the treating emergency room physician.

Upon notification of a member's exposure to a person who was not arrested, the ECO should attempt to determine if the person who was the source of the exposure will voluntarily consent to testing. If consent is indicated, the following steps should be taken:

- A licensed health care provider should notify the person to be tested of the exposure and make a good faith effort to obtain voluntary informed consent from the person or their authorized legal representative to perform a test for HIV, hepatitis B, hepatitis C, and other communicable diseases the health care provider deems appropriate.
- The voluntary informed consent obtained by the health care provider must be in writing and include consent for three specimens of blood for testing. The ECO should document the consent as a supplement to an *Exposure Control / First Aid Incident Report*.
- The results of the tests should be made available to the source and the exposed member.
- If consent is not obtained, the ECO should promptly consult with Yolo County Counsel.

Upon notification of an exposure by a person who was arrested, the ECO should take the following steps:

- Comply with the statutory scheme of Health and Safety Code § 121060. This includes seeking consent from the person who was the source of the exposure and seeking a court order if consent is not given.
- Take reasonable steps to immediately contact the county health officer and provide preliminary information regarding the circumstances of the exposure and the status of the involved individuals to determine whether the county health officer will order testing (Penal Code § 7510).
- In all cases, comply with the reporting and testing scheme of Penal Code § 7510 et seq. This includes completing a *State Department of Health Services Form CDPH 8479* and submitting it to the county health officer with a copy of the *Exposure Control / First Aid Incident Report* by the end of the member's shift. If submission by the end of the shift is not practicable, it must occur as soon as possible but no later than two (2) days after the incident. The exposed member's name should not appear on this form.
- Remain in contact with the county health officer to determine whether testing of the arrestee will

occur and whether the testing satisfies the medical needs of the member.

- The results of the tests should be made available to the source and the exposed member.

Since there is potential for overlap between the two statutory schemes, the ECO is responsible for coordinating the testing with the county health officer to prevent unnecessary or duplicate testing. In the rare event that the exposed member is not covered by either statutory scheme, the ECO should seek consent or a court order in the same manner as for a non-arrestee.

Report and Treatment

The health care professional will provide the ECO and/or the Designee with a written opinion of the exposed member's medical condition. This opinion should only contain the following information:

- If a post-exposure treatment is indicated for the member
- If the member received a post-exposure treatment
- Confirmation that the member received the evaluation results
- Confirmation that the member was informed of any medical condition resulting from the exposure incident and whether further treatment or evaluation will be required
- Whether communicable disease testing from the source is warranted and if so, which diseases should the testing include

All other findings or diagnosis shall remain confidential and are not to be included in the written report.

The member will be offered post-exposure prophylaxis in accordance with the current recommendations of the U.S. Public Health Service. Counseling and evaluation of reported illnesses will be provided to the member.

MEMBER TRAINING

All members identified in the exposure determination section of this plan will participate in a training program, at no cost to the member and during regularly-scheduled shifts for career members. The training will be provided as follows:

- At the time of initial assignment
- At least annually
- As needed when there are changes in procedures or when new exposure hazards are identified
- By trainers knowledgeable in the subject matter covered by the training

The training material used will be appropriate in content and vocabulary to the educational level, literacy, and language of the members and contain, at a minimum, the elements required by law, including, but not limited to:

- An explanation of the:
 - o Epidemiology and symptoms of bloodborne diseases, generally
 - o Modes of transmission of bloodborne pathogens
 - o ECP and how the employee can obtain a copy of the written plan
 - o How to recognize tasks and other activities that may involve exposure to blood and OPIM
 - o Use and limitations of methods that will prevent or reduce exposure
 - o Basis for the selection of personal protective equipment
 - o Procedures to follow if an exposure incident occurs, including reporting and record-keeping

- Information on the:
 - o Types, proper use, location, removal, handling, decontamination, and disposal of PPE
 - o Hepatitis B vaccine, including:
 - Its efficacy, safety, and method of administration
 - The benefits of being vaccinated
 - That the vaccine and vaccination is provided free of charge
 - o Appropriate actions to take, and persons to contact, in an exposure involving blood or OPIM
 - o Post-exposure evaluation / follow-up required to be provided for the member after exposure
- An opportunity for interactive questions and answers with the person conducting the training

RECORDKEEPING AND CONFIDENTIALITY

Medical, Training, and Sharps Injury Log (Appendix C) information will be maintained by the Records Manager in accordance with 8 CCR section 5193(h) requirements.

All records will be made available in accordance with 8 CCR section 5193(h)(4) requirements.

Most of the information involved in this process must remain confidential. The ECO shall ensure that all records and reports are kept in the strictest confidence. The ECO shall be responsible for maintaining records containing the member's treatment status and the results of examinations, medical testing, and follow-up procedures. The Records Manager shall be responsible for maintaining the name and Social Security number of the member and copies of any information provided to the consulting health care professional.

APPENDIX

APPENDICES

(See Following Pages)

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APPENDIX

APPENDIX A - HEPATITIS B VACCINE DECLINATION

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HEPATITIS B VACCINE DECLINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Dated: _____

[sign above]

[print name above]

APPENDIX

APPENDIX B – EXPOSURE / FIRST AID INCIDENT REPORT

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EXPOSURE / FIRST AID INCIDENT REPORT (version 08/20/24)

To be prepared and submitted prior to the end of the shift during which the first aid / exposure incident occurred, regardless of whether it was an exposure incident.

Exposure Incident: A specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of a member's duties.

Sharps: Any object (needle, broken glass, etc) used or encountered that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident.

See the Department's *Exposure Control Plan* for information regarding confidentiality of this information.

Incident Information
Name and Title of Injured Member:
Date and Time of Accident / Injury:
Name and Title of Supervisor / Date Notified:
Name and Title of First Aid Provider:
Location of Incident (app bay, office, incident, etc):
PPE Used:
Injury Details (body part and injury, e.g., cut left forearm). Attach additional sheets as necessary. <input type="checkbox"/> additional sheet(s) attached
Describe details of first aid provided. Attach additional sheets as necessary. <input type="checkbox"/> additional sheet(s) attached
Exposure Incident? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, describe detailed circumstances, including if a sharp was involved. Attach additional sheets as necessary <input type="checkbox"/> additional sheet(s) attached

Sharps Injury Information	
Body part involved:	
Type and brand of sharp (i.e., needle, broken glass, type of object or device, etc):	
Task or procedure member was performing at the time of the incident:	
Description of how the injury occurred. Attach additional sheets if necessary.	
<input type="checkbox"/> additional sheet(s) attached	
Member's opinion about whether any engineering, administrative, or work practice control could have prevented the injury. Attach additional sheets if necessary.	
<input type="checkbox"/> additional sheet(s) attached	
Supervisor's opinion about whether any engineering, administrative, or work practice control could have prevented the injury. Attach additional sheets if necessary.	
<input type="checkbox"/> additional sheet(s) attached	
Preparer's Signature	
Date: _____	Preparer's signature: _____

APPENDIX

APPENDIX C - SHARPS INJURY LOG

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SHARPS INJURY LOG – YEAR 20_____
 (version 08/20/24)

Date	Case / Report #	Type of Device / Brand Name *	Work Area Where Injury Occurred	Brief Description of How the Incident Occurred **

* i.e., needle, broken glass, etc.
 ** i.e., procedure being done, action being performed (disposal, cleanup, etc), body part injured, etc.

29 CFR 1910.1030, OSHA's Bloodborne Pathogens Standard, in paragraph (h)(5), requires an employer to establish and maintain a Sharps Injury Log for recording all percutaneous injuries in a facility occurring from *contaminated* sharps. The purpose of the Log is to aid in the evaluation of devices being used in healthcare and other facilities and to identify problem devices or procedures requiring additional attention or review. This log must be kept in addition to the injury and illness log required by 29 CFR 1904. The Sharps Injury Log should include all sharps injuries occurring in a calendar year. The log must be retained for five years following the end of the year to which it relates. The Log must be kept in a manner that preserves the confidentiality of the affected member.

LILLARD HALL - REPORT FIRST NORTHERN BANK SECURITY DEPOSITS ACCOUNT

Date	Check	Payment	Deposit	Balance	Payable To	From	Purpose	
11/22/23			1,500.00	1,500.00		Son Chong	Security Deposit	Deposited
01/03/24			2,500.00	4,000.00		Lillard Hall Fund	Security Deposits - Fly Fishers (1500), Fairfield School (800), Jennie Keifer (200)	Deposited
01/24/24			1,500.00	5,500.00		Liliana Castaneda	Security Deposit - 1/27/24 Reception	Deposited
01/30/24	1001	800.00		4,700.00	Fairfield Elementary		Deposit Refund	Cleared
01/30/24	1002	1,500.00		3,200.00	Liliana Castaneda		Deposit Refund	Cleared
03/12/24	1003	1,500.00		1,700.00	Fly Fishers Davis		Deposit Refund	Cleared
03/12/24	1004	0.00		1,700.00			VOIDED CHECK	VOID
04/01/24		39.43		1,660.57			Check Charge from 12/06/23	Paid
05/30/24			1,539.43	3,200.00		Amanda Barajas/Lillard	Security Deposit / Check Charge Reimbursement	Deposited
08/07/24	1005	1,500.00		1,700.00	Amanda Barajas		Deposit Refund	

LILLARD HALL - REPORT FIRST NORTHERN BANK OPERATING ACCOUNT

Date	Check #	Payment	Deposit	Balance	Payable To	From	Purpose	
03/12/24			1,200.00	7,352.76		Son Chong, Jennie Keifer	Rent - March Dates	Deposited
03/12/24	1004	854.51		6,498.25	WPFPD		PG&E / Payroll 1/28/24-2/24/24	Cleared
03/21/24	1005	2,442.00		4,056.25	DJ B&E General Eng.		Parking Lot Gravel	Cleared
03/21/24			3,802.43	7,858.68		Lillard Hall	BofA Balance Transfer	Deposited
04/10/24			1,100.00	8,958.68		Son Chong, Jennie Keifer	Rent - April Dates	Deposited
05/06/24			1,200.00	10,158.68		Son Chong, Jennie Keifer	Rent - May Dates	Deposited
05/06/24	1006	1,525.37		8,633.31	WPFPD		PG&E/Payroll - March/April	Cleared
05/14/24	1007	39.43		8,593.88	WPFPD - Deposits		Check Charge Reimbursement	Cleared
05/14/24	1008	76.10		8,517.78	Edward Sykes		Expense Reimbursement - Supplies	Cleared
05/30/24			900.00	9,417.78		Jennie Keifer	Rent - May/June	Deposited
06/13/24			400.00	9,817.78		Son Chong	Rent - June	Deposited
06/25/24	1009	1,544.21		8,273.57	WPFPD		PG&E/Payroll - May/June	Cleared
07/11/24			1,000.00	9,273.57		Son Chong, Jennie Keifer	Rent - July	Deposited
07/24/24			960.00	10,233.57		Amanda Barajas Wedding Reception	Rental Fee	Deposited
08/06/24			400.00	10,633.57		Son Chong	Rental Fee - August	Deposited
08/07/24	1010	21.41		10,612.16	Edward Sykes		Expense Reimbursement - Supplies	
08/08/24	1011	95.00		10,517.16	Blake's		A/C Diagnostic	

LILLARD HALL - REPORT RENTALS

Date	Applicant Organization	Event Type	Applicant Type	Rent Due	Amt Due	Date Paid	Security Deposit Due	SD Amt Due	Date Paid	Date Refunded	Refund Amt	Ins Cert Required	Date Cert Provided	Guard Required	Date Contract Provided
06/05/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/06/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/11/24	4H	Meeting	WPPFD Resident	No			No					N / A		No	
06/12/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/13/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/19/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/20/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/26/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
06/27/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
07/03/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
07/17/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
07/18/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
07/31/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
08/03/24	User	Wedding Reception	Other - Over 8 hours (Daily)	Yes	960		No	1,500	05/22/24	08/07/24		Yes		Yes	07/10/24
08/13/24	4H	Meeting	WPPFD Resident	No			No					N / A		No	
09/04/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/05/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/10/24	4H	Meeting	WPPFD Resident	No			No					N / A		No	
09/11/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/12/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/18/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/19/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/25/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	
09/26/24	User	Dog Training	Other - Duration 3-8 hours	No			N / A					Yes	04/15/24	No	



West Plainfield Fire Protection District
24901 County Road 95, Davis, CA 95616 (530) 756-0212

STANDING COMMITTEE – LILLARD HALL - MINUTES
July 3, 2024 at 10:15 AM

Location: Lillard Hall
24901 County Road 95
Davis, CA 95616

1. Call the Meeting to Order (Chair Amy)

The meeting was called to order by Chair Amy at 10:15 AM.

Present were:

Committee Members: Commissioners Emily Amy and Warren Roos
Staff: Hall Manager Ned Sykes and Fire Chief Cherie Rita

2. Public Comment

NONE

3. Discussion / Action – Kitchen Lease / Remodel (Chair Amy)

a. Remodel report (Manager Sykes)

Manager Sykes reported that the current total costs are approximately \$20,815. He has not yet received copies of any receipts and \$6,000 has been reimbursed to date. Plumbing and electrical permits need to be obtained (pictures have been taken throughout the process). The committee is anxious for a final inspection.

b. Lease CPI increase October (Chair Amy)

Commissioner Amy reported that the CPI was 3.8 as of April; the next report is due on July 11. Commissioner Amy will provide the July CPI number to Manager Sykes as soon as it is available, which will be the one used for the rental increase. Manager Sykes will formally notify Mr. Chong of the increase.

4. Discussion / Action – Restroom Remodel (Chair Amy)

a. Fund raising

With the estimated restroom remodel cost over \$40,000 the committee had previously discussed having a fundraiser. There is also the higher-than-expected expense of the needed roof maintenance. While we could hold fundraisers, we will still need to find grant funding. A final decision regarding any restroom remodel will be made once the final inspection of the kitchen work has been completed.

Those present discussed possible fundraising event types and timing: battle of the bands, dinners, dances; timing after school starts, but before the holidays. Experience of some was that alcohol “donations” during such an event can help boost the dollars brought in for the event. No decisions were reached.

5. Discussion / Action – Lillard Hall Budget – finalize (Chair Amy)

All present reviewed the proposed fiscal year 2024-2025 draft budget. Chair Amy requested that Manager Sykes add an additional \$2,000 in the Income/Use of Assets section to account for other hall rentals. Chief Rita noted that a report of actual spending in each category for fiscal year end 2024 needed to be prepared still. Commissioner Roos asked that Roof repairs/maintenance be moved up to just below the Restroom Remodel on the Capital Projects list.

6. Discussion /Action - Rentals (Hall Manager Sykes)

Manager Sykes reported that there is a wedding reception scheduled for August 3; the renters will be setting up the night before and Manager Sykes did get an additional rental fee for that extra Hall use.

Chair Amy asked Manager Sykes about the status of the Fly Fishers potentially renting the Hall for their monthly meetings. Manager Sykes indicated that while Fly Fishers had discussed changing their meeting location (the Hall would be more central for most of the members), a final decision had not been made. He noted that Mr. Chong is a member and he will meet with him about how we can persuade the Fly Fishers to make the switch from their current location.

7. Discussion / Action – Maintenance (Chair Amy)

a. Roof (Commissioner Roos)

Commissioner Roos gave a brief report on solar for the Hall and Station, noting that the meters for each are separate. He believes the best way to incorporate solar will be to combine the meters and place the panels on the roof, which is acceptable to the Airport so long as there is no reflection from them toward the landing areas. Chief Rita noted that solar cannot go on any roof unless it is sound and in good repair and suggested that ground mount to the North of the Station for covered parking might be a better option, though more costly. Chief Rita noted that staff had received an estimate of \$19,700 for repairing the Hall roof, which included sealing all screws, fixing any other holes, and two layers of coating. The Committee will be discussing this further at a future meeting.

8. Open Forum – Other Hall Business (Chair Amy)

NONE

9. Calendar (Chair Amy)

a. The next Lillard Hall Committee meeting to be determined

The next Lillard Hall Committee meeting shall be held on August 7, 2024, at 10:15 AM.

10. Adjourn Meeting (Chair Amy)

Chair Amy adjourned the meeting at 11:26 AM.

Approved: August 20, 2024

EMILY AMY, Chair and Commissioner

CHERIE RITA, Recorder



West Plainfield Fire Protection District
24901 County Road 95, Davis, CA 95616 (530) 756-0212

STANDING COMMITTEE – LILLARD HALL AGENDA
August 7, 2024 at 10:15 AM

Location: Lillard Hall
24901 County Road 95
Davis, CA 95616

1. Call the Meeting to Order (Chair Amy)

Chair Amy called the meeting to order at 10:16 AM. Present were:

Committee Members / Commissioners: Emily Amy and Warren Roos
Staff: Hall Manager Ned Sykes and Fire Chief Cherie Rita
Public: Patricia Mikklesen

2. Public Comment

Pat Mikklesen, who resides on Corcoran Hill Lane, addressed the Committee regarding the recent dog training cancellations at the Hall. Ms. Mikklesen takes the classes and appreciates having them at the Hall. She reported it was her understanding that Jennie had been charged for the canceled classes, which Jennie had canceled due to the excessive heat. She hopes that the Committee will consider refunding those amounts in consideration of the fact that the group has been renting the hall for the past 14 years. Chair Amy thanked Ms. Mikklesen for her comments and responded that the matter was already slated to be discussed under Agenda Item 5.

Pat Mikklesen asked about the possibility of getting a fee waiver for a Yolo County Animal Shelter (where she volunteers) dog adoption event, perhaps in conjunction with another Department event such as the Pancake Breakfast or the Flea Market. Commissioner Amy pointed out that there is a provision for fee waiver for events that “benefit the District.” The event could bring in more people to the breakfast or market. Ms. Mikklesen will contact Volunteer Firefighter Association President / Firefighter Jon Lee to discuss it.

Ms. Mikklesen thanked the Committee and left the meeting.

3. Discussion / Action – Kitchen Lease / Remodel (Chair Amy)

a. Remodel report (Manager Sykes)

The permit has not yet been pulled; but should be later that week. Hall Manager Sykes pointed out that we may be eligible for and percentage exemption for ADA compliance remodel of the restrooms if it becomes necessary to do the remodel. No idea when final will occur and there will be a separate health department inspection at some point, as well.

b. Lease CPI increase for October (Chair Amy)

Hall Manager Sykes reported that he had notified Mr. Chong about the CPI increase to his monthly lease obligation, effective October 1, 2024.

4. Discussion / Action – Fund raising for maintenance / remodel (Chair Amy)

Hall Manager Sykes started with some suggestions regarding raising funds for maintenance purposes:

- Bingo night, either monthly or quarterly. He did not know what would be involved in putting on a Bingo night (permit, license, equipment, etc). He will do some research into costs and how to host one.
- Send out a letter soliciting donations to various community organizations: Odd Fellows, Rotary, etc. Chair Amy suggested Yocha De He. Chief Rita cautioned about the Hall submitting a request that could potentially affect the outcome of any requests submitted by the Department.

Chief Rita reported that we submit some sort of request for funds each year to Yocha De He. Chair Amy suggested that Manager Sykes check with Yocha De He

There was a general discussion about non-profit status, if we had it, what it entails to get it. Chair Amy will ask Commissioner Lindsay to do some research about whether public entities are inherently non-profit. Both Chair Amy and Chief Rita reported that the formal process is time-consuming and costly, and noted that either way there is a reporting requirement to the State of California for any fundraising events. Commissioner Roos will reach out to accounting department at the County that handles the Department's annual returns.

With respect to obtaining funds for the potential bathroom remodel, Chair Amy reported that she will reach out to Supervisor Frerich's office again now that we have plans and estimated costs.

5. Discussion /Action - Rentals (Hall Manager Sykes)

Hall Manager Sykes reported that Jennie had not been aware that the air conditioning was not working when she had canceled her events; canceling 3 in July and not booking any for August due to the excessive heat forecasts. Chair Amy proposed that Jennie be credited for 3 of her regular next uses. All agreed and Hall Manager Sykes will let her know.

Manager Sykes reported that the wedding reception event went well, aside from an unknown problem with the air conditioning. By the time Manager Sykes got to the Hall the issue had been resolved. He reported that the renter did a fair job at cleanup and that she had said she would rent it again if she needed a venue again for any reason.

Aside from reporting that the Fly Fishers group was in the process of applying to rent the Hall for their annual fundraiser, there were no other events or potential events to report on.

6. Discussion / Action – Maintenance (Chair Amy)

Hall Manager Sykes reported that Blake's had come out to check why the air conditioner was not working. It was discovered that, while there was power to the breakers, there was no power to the condenser. The electrician who did the work was called back out to fix it; it was discovered he had crossed a wire. Hall Manager Sykes reported he had a check ready for payment of Blake's invoice (in the amount of \$95). After some discussion about who should pay for it and how, it was determined that the Hall account would pay it and Mr. Chong would be responsible for reimbursing it to the Hall fund.

Hall Manager Sykes reported that nothing else needed immediate maintenance.

7. Open Forum – Other Hall Business (Chair Amy)

Hall Manager Sykes asked Chief Rita about the error she had spotted in the accounting of use of funds for FYE 2024. Chief Rita reported that the beginning cash balance and the ending cash balance were out-of-balance; she showed Hall Manager Sykes how she had determined that and he will look for the error.

8. Calendar (Chair Amy)

a. The next Lillard Hall Committee meeting to be determined

Chair Amy scheduled the next Lillard Hall Committee meeting for September 11, 2024, at 10:15 AM.

9. Adjourn Meeting (Chair Amy)

The meeting was adjourned by Chair Amy at 11:07 AM.

Approved: August 20, 2024

NOTE: the dates will change, as I have been informed it will not automatically renew each year.

AGREEMENT NO.

(Agreement for Funding to support 0.25 FTE Firefighter)

This Agreement for funding to support a 0.25 FTE Firefighter position ("Agreement") is made and entered into effective **November 1, 2023**, by and between the **County of Yolo**, apolitical subdivision of the State of California ("County") and **West Plainfield Fire Protection District**, a fire protection district organized and existing under Health & Safety Code section 13800 et seq. ("District").

WITNESSETH

WHEREAS, the District provides emergency services and fire prevention services within its district boundaries; and

WHEREAS, the Yolo County Airport, which is owned and operated by the County, is located within District's boundaries and receives emergency response services, fire prevention, and related services from District; and

WHEREAS, District requested financial support from County to assist with supporting its operations, which operations serve a public benefit for the Yolo County Airport; and

WHEREAS, County agrees to fund a 0.25 FTE Firefighter; and

WHEREAS, District understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the District agree as follows:

I. SERVICES

District shall continue to furnish and perform emergency response and fire prevention services to the Yolo County Airport in a manner satisfactory to the Director of General Services or the Director's written designee ("Administrator"). Fire prevention services include weed abatement inspections, hanger inspections, and business inspections provided to the airport or to airport customers on Yolo County Airport premises.

II. ADDITIONAL SERVICES

The County may request additional services from the District, such as aviation specific fire training and aviation specific equipment. Such additional services shall only be provided to the County with prior approval from the Administrator, along with a written amendment to this Agreement, if necessary.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the 0.25 FTE Firefighter position, the County shall compensate the District as follows: County shall reimburse District for actual personnel costs incurred for a 0.25 FTE firefighter up to the maximum amount of \$15,000 per fiscal year. District shall invoice based on actual personnel costs incurred. The amount payable by County is subject to the County appropriating and approving sufficient funds.

B. The compensation set forth above includes reimbursement for all expenses incurred by District in the performance of this Agreement.

IV. METHOD OF PAYMENT

A. Within thirty (30) days following the end of each December and June during the term of this Agreement, the District shall submit an invoice to County for the preceding six months detailing the salary and benefits actually paid by the District for the designated firefighter position (approximately \$60,000 per year at the current full FTE firefighter compensation rate resulting in an anticipated annual compensation from the County to the District of \$15,000 per year at current rates for the designated services to be paid in two installments if approximately \$7,500). If requested by the County, District shall provide any further documentation to verify the compensation and reimbursement sought by District.

B. Within fifteen (15) calendar days of the receipt of District's invoice, the Administrator shall either authorize payment or advise District in writing of any concerns that the Administrator has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Administrator's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise District in writing that the County Auditor-Controller needs further documentation.

V. RECORDS; ACCESS, RETENTION

District shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement as may be allowed and/or required by law and the services required and allowed hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. District shall make such records available for inspection and copying by the County and its designees at any reasonable time.

VI. DISPUTES

Any dispute arising under this Agreement shall be decided by the Director of General Services, or his/her designee, who shall put his or her decision in writing and mail a copy thereof to the address for the notice to District. The decision of the Director of General Services shall be final.

VII. TERM AND TERMINATION

A. The term of this Agreement shall begin on November 1, 2023, through June 30, 2025, and automatically renew each fiscal year for up to five (5) years, not to extend past June 30, 2028, unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the District pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving thirty (30) days advance written notice thereof to the District, in which event the County shall have no obligation to pay the District any further funds or provide other consideration and the District shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay District in accordance with this Agreement for all services performed to the satisfaction of the Administrator before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason or no reason by either party at any time during its term by giving thirty (30) days written notice to the other party.

E. If District, or any of its officers, agents, employees, or subcontractors becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving thirty (30) days advance written notice thereof to the District.

F. Upon termination of this Agreement or suspension of work by either County or District, District shall be entitled to receive compensation for all services performed to the satisfaction of the Administrator before such termination and for which sufficient funds have been appropriated and approved by the County, State of California, and United States.

VIII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, District shall comply with all applicable Federal, State, and County statutes, ordinances, regulations,

directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

District certifies that any employment or service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, gender, gender identity, gender expression, physical or mental disability, medical condition, genetic information, marital status, or military and veteran status in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer.

X. DISTRICT'S RESPONSIBILITIES

A. The District shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by District to a greater extent than permitted under the public policy of the State of California, District shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the District, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. The District and/or any responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this section, District shall use counsel reasonably acceptable to the County.

XI. WORKERS' COMPENSATION

District shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of District affirmatively represents that she/he has the requisite legal authority to do so on behalf of District, both the person executing this Agreement on behalf of District and District understand that the County is relying on this representation in entering into this Agreement.

XII. INSURANCE

During the term of this Agreement, the District shall provide to the County a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. The District shall also provide **the County** with a written endorsement naming the other party as an additional insured, and such endorsement shall also state in substantially the following form: "Such insurance as afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other Self-Insurance program. The District shall provide notice to the County of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation, or cancellation.

XIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and District at their respective addresses as follows:

District:

West Plainfield Fire Protection District Attn: Board President
24901 County Road 95
Davis, CA 95616

County:

County of Yolo
Department of General Services
Attn: Airport Manager
120 W. Main Street, Suite G
Woodland, CA 95695

B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen

(15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIV. AUDITS

A. District shall be subject to examination and audit by the State or the County. District shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years and shall make them available to County for audit and discovery purposes. Per California Government Code section 8546.7, this Agreement is subject to examination and audit by the California State Auditor.

B. Any failure or refusal by District to permit access to any facilities, books, records or other information required to be provided to the State and/or the County by this Agreement shall constitute an immediate breach of this Agreement.

XV. STATUS OF DISTRICT; INDEPENDENT CONTRACTOR

A. It is understood and agreed by all the parties hereto that the District's firefighters funded by this Agreement are employees of the District and employees or agents of the County for any purposes whatsoever. It is specifically and expressly understood that this Agreement creates no relationship of employer/employee between the County and the District. The County shall have no right to, and shall not, control the manner or prescribe the method by which the District's firefighters perform their duties. The District is an independent contractor and no relationship of employer-employee exists between the County and District. Neither District nor District's assigned personnel shall be entitled to any benefits payable to employees of the County. The District shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. The District and its firefighters, personnel, agents, contractors and subcontractors shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind.

B. The District hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement. In addition, if the District's assigned personnel are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, the District shall defend, indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs,

contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description concerning CalPERS retirement benefits that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the services provided under this Agreement.

C. The parties further understand and agree that neither District nor District's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

D. It is further understood and agreed by all the parties hereto that District must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of the District's personnel funded by this Agreement.

XVI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and District.

XVII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XVIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of District affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of District and to bind District to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of District and District understand that the County is relying on this representation in entering into this Agreement.

XIX. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should either the County or District choose to excuse any given failure of County or District to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will

not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County or District may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit the County and District only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. This Agreement is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

D. District is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to completion of the services described herein. County's sole obligation under this Agreement is to provide funding to District in the amount, time, and manner specified herein.

E. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

XXI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and District and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

DISTRICT

COUNTY OF YOLO

By: _____
James F. McMullen
Board President

By: _____
Ryan Pistochni
Director of General Services

By: _____
Tonia Murphy
Manager of Procurement

Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Kimberly Hood, Chief Assistant County Counsel

DRAFT

West Plainfield Fire Department (CA)

Davis, CA

This report was generated on 8/6/2024 3:29:59 PM



Basic Incident Info with Number of Responding Apparatus and Personnel for Date Range

Start Date: 07/01/2024 | End Date: 07/31/2024

DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
07/01/2024	2024-162	County Road 31	321 - EMS call, excluding vehicle accident with injury	C Shift	260- WNF Auto - Automatic Aid Winters (Not Borderline)	1	3
07/04/2024	2024-164	[REDACTED]	321 - EMS call, excluding vehicle accident with injury	B Shift	0- WPL - West Plainfield Station 30 Response Area	3	4
07/04/2024	2024-165	Russell Blvd	600 - Good intent call, other	B Shift	0- WPL - West Plainfield Station 30 Response Area	2	3
07/04/2024	2024-166	County Road 31	444 - Power line down	B Shift	0- WPL - West Plainfield Station 30 Response Area	2	4
07/04/2024	2024-167	30092 31a CIR	162 - Outside equipment fire	B Shift	261- WNF-WPL - Borderline Call Winters & West Plainfield	2	4
07/05/2024	2024-168	County Road 31 RD	622 - No incident found on arrival at dispatch address	B Shift	0- WPL - West Plainfield Station 30 Response Area	3	4
07/06/2024	2024-169	County Road 31	622 - No incident found on arrival at dispatch address		261- WNF-WPL - Borderline Call Winters & West Plainfield	3	5
07/06/2024	2024-170	400 Morgan ST	611 - Dispatched & cancelled en route		No Zone Selected	1	3
07/07/2024	2024-171	30455 BUCKEYE RD	111 - Building fire	B Shift	260- WNF Auto - Automatic Aid Winters (Not Borderline)	2	3
07/08/2024	2024-172	[REDACTED]	311 - Medical assist, assist EMS crew	A Shift	0- WPL - West Plainfield Station 30 Response Area	2	4
07/08/2024	2024-173	9113 Olmo LN	422 - Chemical spill or leak	A Shift	00- WPL Out - West Plainfield Mutual Aid Out of District	1	4
07/11/2024	2024-174	County Road 98	611 - Dispatched & cancelled en route	B Shift	320- DVS-WPL - Borderline Call Davis & West Plainfield	3	4
07/13/2024	2024-175	[REDACTED]	321 - EMS call, excluding vehicle accident with injury	C Shift	0- WPL - West Plainfield Station 30 Response Area	4	5
07/13/2024	2024-176	34677 Creeksedge RD	611 - Dispatched & cancelled en route	C Shift	0- WPL - West Plainfield Station 30 Response Area	5	6
07/14/2024	2024-177	26060 County Road 97	322 - Motor vehicle accident with injuries	C Shift	0- WPL - West Plainfield Station 30 Response Area	5	6
07/16/2024	2024-178	TREMONT RD	611 - Dispatched & cancelled en route	B Shift	00- WPL Out - West Plainfield Mutual Aid Out of District	1	2
07/18/2024	2024-180	County Road 95A	142 - Brush or brush-and-grass mixture fire	C Shift	810- DIX - Special Call or Mutual Aid to Dixon	1	2
07/20/2024	2024-181	Cr 155	551 - Assist police or other governmental agency		00- WPL Out - West Plainfield Mutual Aid Out of District	1	4
07/21/2024	2024-182	Railroad Ave	322 - Motor vehicle accident with injuries	B Shift	00- WPL Out - West Plainfield Mutual Aid Out of District	2	5
07/26/2024	2024-186	County Road 27	132 - Road freight or transport vehicle fire	A Shift	701- WOF-WPL - Borderline Call Willow Oak & West Plainfield	3	4
07/26/2024	2024-187	700 Main ST	571 - Cover assignment, standby, moveup	A Shift	00- WPL Out - West Plainfield Mutual Aid Out of District	1	2

TOTAL # INCIDENTS: 21

Only REVIEWED Incidents Included



West Plainfield Fire Protection District

24901 County Road 95, Davis, CA 95616

(530) 756-0212

DATED August 20, 2024
TO Board of Fire Commissioners
FROM Budget & Benefits Committee Chair Commissioner Beth Stiles
Fire Chief Cherie Rita
SUBJECT Bills Paid Since Last Report - For Board Ratification
Deposits to Date FYE 2025 - Informational

Submitted for Payment

Non-US Bank Statement Bills Paid Since Last Report (see attached)	13,797.59
US Bank Statement 07/15/2024 Paid Since Last Report (see attached)	3,424.31
TOTAL	<u>\$17,221.90</u>

Deposits

07/22/24	450307	Reimbursement - PRISM Grant 50% (Alarm Grid)	822.00
08/14/24	440600	Fire Recovery USA 1528171	349.44
TOTAL			<u>\$1,171.44</u>

Bills Paid Since Last Report - For Board Ratification - Attachment - 08/20/2024

GL Acct	Vendor	Inv Date	Category	Assigned To	Total	Details
510020 - (AT&T Mobility - FirstNet		06/02/2024	IT - Data / Subscriptions	W30	40.24	06/03/24 - 07/02/24
510020 - (AT&T Mobility - FirstNet		06/02/2024	IT - Data / Subscriptions	B30	40.24	06/03/24 - 07/02/24
510020 - (AT&T Mobility - FirstNet		06/02/2024	IT - Data / Subscriptions	B330	40.24	06/03/24 - 07/02/24
510020 - (AT&T Mobility - FirstNet		06/02/2024	IT - Data / Subscriptions	Phone - Duty	45.41	06/03/24 - 07/02/24
510020 - (AT&T Mobility - FirstNet		06/02/2024	IT - Data / Subscriptions	E30	40.24	06/03/24 - 07/02/24
510020 - (AT&T Mobility - FirstNet		06/02/2024	IT - Data / Subscriptions	B230	40.24	06/03/24 - 07/02/24
510020 - (Vonage		07/05/2024	Expense - Office - Other	Phone - Station	15.97	06/06/24 - 07/05/24
510040 - I Recology Davis		05/31/2024	Garbage Service	Station	410.87	05/24
510040 - I Costco		06/19/2024	Supplies - Misc	Personnel	43.15	Storage Totes (27 gal) x 5
510040 - I Alhambra		06/20/2024	Water and Water Service	Station	47.95	5 gal bottle x4
510040 - I Alhambra		07/03/2024	Water and Water Service	Station	47.95	5 gal bottle x4
510040 - I Costco		07/09/2024	Water and Water Service	Station	47.92	Water (40 pk x8)
510040 - I Yolo County Central Landfill		07/12/2024	Fee - County	Station	16.00	Disposal (extractor)
510070 - I Wizix		07/08/2024	Expense - Office - Other	Copier	58.62	bw 600 color 296 (150 overage)
510071 - I Clark Pest Control		06/21/2024	Maintenance - Station	Station	134.00	Pest-Away Service (Alpine WSG-LV, Dragnet SFR-LV, Fendona-LV, Glueboard Multi-Catch, Taurus SC)
510102 - I PG&E		06/13/2024	PG&E	Station	0.67	05/09/2024-06/07/2024
510102 - I PG&E		06/13/2024	PG&E	Lillard Hall	0.68	05/09/2024-06/07/2024
510112 - (Vista Print		07/02/2024	Expense - Office - Printing	District	328.57	218 Mailing (FYE 25 Assessments - Public Notice)
510190 - I Home Depot		07/11/2024	Capital Improvement - Station	Station	29.61	Extractor - install parts
510201 - I Shell		06/17/2024	Fuel - Diesel	B230	65.05	13.013 gal (Sites Inc)
510201 - I Circle K		07/01/2024	Fuel - Gasoline	Durango	73.28	16.144 gal
510220 - I PG&E		06/13/2024	PG&E	Station	834.64	05/09/2024-06/07/2024
510220 - I PG&E		06/13/2024	PG&E	Lillard Hall	370.62	05/09/2024-06/07/2024
510252 - I Google		06/30/2024	IT - Data / Subscriptions	District	263.99	06/01/24 - 06/30/24
510252 - I Starlink		07/02/2024	IT - Internet	Station	120.00	07/02/24 - 08/01/24
510252 - I Adobe		07/08/2024	IT - Data / Subscriptions	District	19.99	07/08/24 - 08/07/24
510275 - I California DMV		07/01/2024	Fee - CA	Durango	27.57	Title
530021 - I Home Depot		06/13/2024	Capital Improvement - Station	Station	220.60	Wood Shed - caulk (Behr multi-purpose white), paint trays, paint (Behr x 3), recycle fees
					3,424.31	TOTAL US BANK STMT 07/15/2024

GL Acct	Vendor	Inv Date	Category	Assigned To	Total	Details
510010 - (MES		07/25/2024	Clothing - PPE Structure	Fish P	2,444.18	Coat (FXM-Custom) and Pant (FXM-Custom)
510040 - I LN Curtis & Sons		07/15/2024	Equipment / Tools / Parts	Station	7,717.81	Extractor (CACSM-35-Pro Circular Air - 35 lb capacity pro express soft mount)
510040 - I Quill LLC		07/16/2024	Supplies - Cleaning	Station	29.91	Dishwasher (Cascade 78 ct)
510040 - I Quill LLC		07/16/2024	Supplies - Garbage	Station	43.09	Garbage Bags (55-60 gal recyc 100 ct)
510040 - I Quill LLC		07/16/2024	Supplies - Office	Personnel	28.25	Note Pads (Quill ruled 5x8)
510040 - I Quill LLC		07/16/2024	Supplies - Toiletries & Towels	Personnel	104.54	Paper towels (Scott 12 pk & non-perf roll 800) Bath Tissue (18 pk mega rolls)
510040 - I Quill LLC		07/17/2024	Supplies - Cleaning	Station	38.60	Cleaner (calcium, lime, rust remover) (901-JELCL4PROEA)
510070 - I LN Curtis & Sons		07/05/2024	Equipment / Tools / Parts	Equipment	56.79	Blower (600-001 TMPST - spring and foot assembly)
510070 - I Western Extrication Specialists, Inc.		07/18/2024	Maintenance - Equipment	Equipment	362.50	Jaws (repair PPU-15 power unit - oil leak); travel time
510070 - I Pisani's Auto Parts		07/19/2024	Equipment / Tools / Parts - Apparatus	B230	14.75	Fuel Cap
510170 - I LEAF		07/21/2024	Lease - Equipment	Copier	118.64	07/24
510201 - I Interstate Oil Company		07/10/2024	Fuel - Diesel	Apparatus	1,404.61	310 gal
510220 - I Interstate Oil Company		06/25/2024	Fuel - Propane	Well	893.06	250 gal
510251 - I Yolo County DFS		06/12/2024	Expense - Office - Other	District	306.00	SCO Financial Transaction Report FYE 2023
510254 - I LEAF		07/21/2024	Fee - Late	Copier	11.86	07/24
510255 - I Dignity Health - Woodland Clinic		07/05/2024	Pre-Employment	Stricklin R	54.00	Drug Screen
510255 - I Dignity Health - Woodland Clinic		07/05/2024	Pre-Employment	Stricklin R	78.00	Physical
510255 - I Dignity Health - Woodland Clinic		07/05/2024	Pre-Employment	Stricklin R	42.00	Spirometry Test
510275 - I California Department of Justice		06/30/2024	Pre-Employment	Stricklin R	49.00	Background Check
					13,797.59	TOTAL NON US BANK INVOICES PAID SINCE LAST REPORT



Chief WPL <chief@westplainfieldfire.com>

Fwd: Notice of Public Hearing July16th.

1 message

James McMullen <jmcmullen@westplainfieldfire.com>
To: Chief WPL <chief@westplainfieldfire.com>

Wed, Aug 7, 2024 at 3:11 PM

Please place the following email chain in the communications portion of the board packet for the August 20th board meeting.

James F. McMullen

Forwarded Conversation

Subject: Fwd: Notice of Public Hearing July16th.

From: Chief WPL <chief@westplainfieldfire.com>
Date: Sun, Jul 28, 2024 at 12:41 PM
To: James McMullen <jmcmullen@westplainfieldfire.com>

See below. How would you like me to respond to this?

Cherie

----- Forwarded message -----

From: karen heald <kjhealdesq@yahoo.com>
Date: Sun, Jul 28, 2024 at 12:21 PM
Subject: Re: Notice of Public Hearing July16th.
To: Chief WPL <chief@westplainfieldfire.com>

Thank you for your response

May I ask, who is this responding? I do not see your name and the email looks boiler plate.

I sit on a public water board and although our lawyer may be super conservative, he has repeatedly opined that a simple newspaper notice is insufficient to adequately inform our customer base of rate changes, so I am glad the WFFD opted to do more. Although the mailing of the postcard would suffice even under a conservative notice analysis, it is certainly not contributing to public notice and public confidence when it arrives a week after the scheduled hearing.

If not done already, it seems it might be prudent to require your vendor to demonstrate the mailings were done in a timely fashion. I know the post office is not reliable but the number of folks I have chatted with that did not get notice in a timely fashion would indicate it might be more than just the post office. Convenient patsy though.

In actuality, i have no issue with your CPI increase - we are all aware of the exponential increase in costs over the last several years and a CPI increase is the norm for all agencies. I do have issue with getting a "notice" postcard a week after a public hearing that discussed a rate increase. Sometimes the process is far more important than the outcome.

Karen Heald
Sent from my iPad

On Jul 28, 2024, at 10:33 AM, Chief WPL <chief@westplainfieldfire.com> wrote:

Thank you for your email and expressing your concern.

To be more transparent than required by law, the Board had authorized mailing of a notice of the public hearing in addition to the legally required newspaper publication. Unfortunately, while the vendor that prepares our mailings reports they provided the mailing to the Post Office in a timely manner, the Post Office failed to deliver the items before the public hearing date.

After hearing from several property owners in June, and although the Board had originally considered raising the base assessment rate by the published CPI increase of 2.62%, at the July regular Board meeting and after the required newspaper publication the Board did vote to continue to levy the assessment at the original base rate, **with no increase**. This decision was made despite the on average double-digit percentage cost increases in day-to-day operational and equipment maintenance/replacement costs the District continues to face. Making various difficult cuts to the original May draft of the proposed budget, the District was nonetheless able to adopt a balanced budget. You may view the supporting documents, including the recently-adopted fiscal year 2024-2025 District budget (adopted as presented), on the District's website at <https://www.wpfd.net/2024-07-16-board-meeting> in the meeting packet.

If you want to follow along in future years and not wait for mailings, the process should begin with the regular May Board meeting (and certainly no later than the June meeting). Meetings are typically on the third Tuesday of each month, beginning at 7:00 PM. There will be a minimum of two meetings: the first to make an initial determination about a CPI increase, if any, and to adopt a draft budget; the second, to hold the required public hearing on the matter at which time either the original determination will be adopted or the Board can decide to make changes based on feedback. There is usually a Zoom option. Agendas, meeting packets, and minutes are posted on the webpage as they become finalized and available.

Please feel free to contact us again if you have further questions or concerns. You may also reach the Board of Fire Commissioners President, James McMullen, at jmcmullen@wpfd.net.

On Sun, Jul 28, 2024 at 7:27 AM karen heald <kjhealdesq@yahoo.com> wrote:

Hi

Yesterday I picked up mail and in that mail was a postcard that had been delivered after I picked up mail Friday - so it was actually delivered on July 26. That postcard was from WPFDF and told me about a public hearing on July 16th to discuss extending the tax you levied last year.

Do you have any idea why a notice of public hearing would get delivered TEN days AFTER the actual hearing was held? When was it mailed? Who mailed it? Without adequate public notice, the results of that hearing are moot.

Karen Heald

Sent from my iPad

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***Cherie Rita, Fire Chief
West Plainfield FD
24901 CR 95
Davis, CA 95616
(530) 756-0212
(530) 902-0434 (cell)***

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***Cherie Rita, Fire Chief
West Plainfield FD
24901 CR 95
Davis, CA 95616
(530) 756-0212
(530) 902-0434 (cell)***

From: karen heald <kjhealdesq@yahoo.com>

Date: Sun, Jul 28, 2024 at 4:12 PM

To: <jmcmullen@wpfd.net>

Sent from my iPad

Begin forwarded message:

From: karen heald <kjhealdesq@yahoo.com>
Date: July 28, 2024 at 12:21:43 PM PDT
To: Chief WPL <chief@westplainfieldfire.com>
Subject: Re: Notice of Public Hearing July16th.

Thank you for your response
May I ask, who is this responding? I do not see your name and the email looks boiler plate.

I sit on a public water board and although our lawyer may be super conservative, he has repeatedly opined that a simple newspaper notice is insufficient to adequately inform our customer base of rate changes, so I am glad the WPFDF opted to do more. Although the mailing of the postcard would suffice even under a conservative notice analysis, it is certainly not contributing to public notice and public confidence when it arrives a week after the scheduled hearing.

From: **karen heald** <kjhealdesq@yahoo.com>
Date: Mon, Jul 29, 2024 at 2:18 PM
To: <jmcmullen@wpfd.net>

Mr McMullen

I send you this because I am annoyed with Chief Rita's response to my initial inquiry. Perhaps you were not obligated to provide more notice than the newspaper posting but i think in the age of no one reading newspapers you were wise to give other notice to your customers. But when that notice arrives a week AFTER the actual hearing, it makes you look bad. Maybe it is your vendor that is totally responsible but it is still the FD that is accountable and a tone that recognized that accountability would go a long way.

I have always supported the FD. When you proposed the parcel tax to support staffing, I voted yes. I also encouraged my neighbors to vote yes and some of my neighbors on Russell were not happy about the increase. Alienating your supporters does not seem like a good political move.
Out of curiosity, when you got approval for the parcel tax, what was the final vote?

Karen Heald
Sent from my iPad

On Jul 28, 2024, at 4:12 PM, karen heald <kjhealdesq@yahoo.com> wrote:

From: **Chief WPL** <chief@westplainfieldfire.com>
Date: Wed, Jul 31, 2024 at 3:38 PM
To: James McMullen <jmcmullen@westplainfieldfire.com>

----- Forwarded message -----
From: **Chief WPL** <chief@westplainfieldfire.com>
Date: Mon, Jul 29, 2024 at 11:57 AM

Subject: Re: Notice of Public Hearing July16th.
To: karen heald <kjhealdesq@yahoo.com>

Hello,

Google mail places the signatures at the bottom of reply emails and after any copy of the email to which I am responding.

Cherie Rita, Fire Chief (contact info below)

On Sun, Jul 28, 2024 at 12:21 PM karen heald <kjhealdesq@yahoo.com> wrote:

Thank you for your response

May I ask, who is this responding? I do not see your name and the email looks boiler plate.

I sit on a public water board and although our lawyer may be super conservative, he has repeatedly opined that a simple newspaper notice is insufficient to adequately inform our customer base of rate changes, so I am glad the WFFD opted to do more. Although the mailing of the postcard would suffice even under a conservative notice analysis, it is certainly not contributing to public notice and public confidence when it arrives a week after the scheduled hearing.

From: **James McMullen** <jmcmullen@westplainfieldfire.com>

Date: Wed, Jul 31, 2024 at 4:18 PM

To: karen heald <kjhealdesq@yahoo.com>

Cc: Emily Amy <eamy@westplainfieldfire.com>, Warren Roos <wroos@westplainfieldfire.com>, Chief WPL <chief@westplainfieldfire.com>, Cherie Rita <crita@wpfd.net>, Beth Stiles <bstiles@westplainfieldfire.com>, John Lindsey <jlindsey@westplainfieldfire.com>, WPFDP Clerk <clerk@westplainfieldfire.com>

Ms. Heald

Thank you for contacting me. According to the July 2023 meeting minutes of the Board of Commissioners the assessment passed at 58.87%.

I am adding your communication to the Board of Commissioners meeting of the West Plainfield Fire Protection District which will be a communication reviewed on the August 20th, 2024 meeting at Lillard Hall. The meeting commences at 7pm and you are welcome, as is the general public, to attend.

Sincerely,
James F. McMullen
President WPFDP