



**Sonoma County Fire District Board of Directors
Regular Board Meeting/Public Hearing Agenda
Tuesday January 17, 2023 2:00 PM
Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor**

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

President Tognozzi

Vice President Treanor

Director Briare

Secretary/Treasurer So

Director Hamann

Director Klick

Director Weaver

REPORT OUT ON CLOSED SESSION

1. December 17, 2022
2. January 11, 2023

OPEN TIME FOR PUBLIC EXPRESSION

(Three-minute time limit)

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

AGENDA ADJUSTMENTS

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

SONOMA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION PRESIDENT'S REPORT

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

DIRECTOR REPORTS

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

FIRE CHIEF'S REPORT

Chief Heine will report on District administration and operations.



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CONSENT CALENDAR ITEMS

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

1. Approve the minutes from the December 20, 2022 Regular Board of Directors Meeting
2. Approve the minutes from the January 10, 2023 Special Board of Directors Meeting
3. Approve bills and payables for December 2022.

ACTION ITEMS

1. **CONSIDERATION OF APPROVAL OF VIDEOCONFERENCE MEETINGS IN COMPLIANCE WITH AB361**

The Board will consider approval of findings that there remains a state-proclaimed COVID-19 health emergency and local officials continue to impose or recommend measures to promote social distancing.

Public Hearing: The Board will conduct a public hearing for consideration and adoption of District Ordinance 2023-01, The District Fire Code.

2. **ORDINANCE 2023-01 DISTRICT FIRE CODE**

The Board will complete the first read of Ordinance 2023-01 and conduct a public hearing for consideration and adoption of Ordinance 2023-01.

3. **RESOLUTION 2023-02 A RESOLUTION BETWEEN CAL OES AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, DESIGNATION OF APPLICANT'S STATE AGENT RESOLUTION FOR NON-STATE AGENCIES**

The Board will consider adopting Resolution 2023-02, allowing the District to receive federal financial assistance for disasters for open claims and claims in the future 3 years.

4. **AUTHORIZE THE FIRE CHIEF TO SIGN A CONTRACT WITH WITTMAN ENTERPRISES, LLC FOR EMS BILLING SERVICES**

The Board will consider authorizing the Fire Chief to sign a contract with Wittman Enterprises, LLC for EMS billing services.

5. **ELECTION BALLOT FOR SONOMA COUNTY FIRE DISTRICTS ASSOCIATION**

The Board will consider submitting an election ballot for officer positions on the Board of the Sonoma County Fire Districts Association.

6. **COMMITTEE RE-ASSIGNMENTS**

The Board will review appointments to sub committees.

COMMITTEE REPORT

1. Standing Committee: Finance Committee
2. Ad Hoc: Facilities



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FINANCIAL REPORTS

COMMUNICATIONS

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation (Govt Code section 54956.9(a):
AMR West v. California Department of Health Care Services, Sonoma County Fire District, Sonoma Valley Fire District, City of Petaluma, et al.; Sacramento County Superior Court Case No. 34-2021-80003757
2. Anticipated Litigation (two cases) (Government Code section 54956.9(b)).

REPORT OUT ON CLOSED SESSION WILL BE AT OPEN MEETING ON FEBRUARY 21, 2023

ADJOURNMENT



Sonoma County Fire District Board of Directors
Regular Board Meeting Minutes
Tuesday December 20, 2022, 2:00 PM
Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor

REPORT OUT ON CLOSED SESSION

1. November 15, 2022- **No reportable action taken; instructions given to staff.**

OPEN TIME FOR PUBLIC EXPRESSION

(Three-minute time limit)

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

The new Fire Chief for Rancho Adobe Fire District spoke to introduce himself.

AGENDA ADJUSTMENTS

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

Agenda Addendum posted 12/19/22 to add Action Item #7- Marin ALS Agreement
Pursuant to Govt Code section 54954.2(b) (2) requires 2/3 vote

Add Closed Session item #2

Conference with Legal Counsel- pending litigation Govt Code section 54956.9 (a)
AMR West v. California Department of Health Care Services, Sonoma County Fire District, Sonoma Valley Fire District, City of Petaluma, et al; Sacramento County Superior Court Case No. 34-2021-80003757

Pursuant to Govt Code section 54954.2(b) (2) requires 2/3 vote

A motion by So and a second by Briare approved the 2 agenda adjustments. 7-0-0

SONOMA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION PRESIDENT'S REPORT

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

Dennis Rutkowski introduced himself. He spoke about the toy drive and the efforts going on at the stations to receive toys and distribute them. He also spoke on the election results for the shift reps.

DIRECTOR REPORTS

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

Treanor stated that the volunteer dinner that was held at SCY 7 was great, and he loved seeing new faces. He also thanks Tony Gossner for his professionalism and time serving in the Fire Service.

FIRE CHIEF'S REPORT

Deputy Chief Heine reported out on the activities of the staff and crews over the past month. He discussed; Important upcoming dates for meetings and events; Ongoing work on strategic initiatives; Working on several workers comp cases; We have changed to winter staffing; Community Outreach Specialist and staff



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have had strong presence at community events; MOU negotiations will begin in March; New Fire Chief at Rancho Adobe FPD; City of Rohnert Park has reached out and want to talk about ambulance support; Prevention division continues to be very busy with inspections and billing; Toy drive happening; Looking forward to a recruitment fair to fill some vacancies.

CONSENT CALENDAR ITEMS

A motion by Tognozzi and a second by Briare approved the minutes from the November 15, 2022, regular board meeting, as well as the bills and payables for November 2022. 6-0-0-1 abstain

ACTION ITEMS

3. CONSIDERATION OF APPROVAL OF VIDEOCONFERENCE MEETINGS IN COMPLIANCE WITH AB361

The Board will consider approval of findings that there remains a state-proclaimed COVID-19 health emergency and local officials continue to impose or recommend measures to promote social distancing.

A motion by Treanor and a second by So approved the videoconference option.

7-0-0.

4. RESOLUTION 2022-21 SET BOARD OF DIRECTORS MEETING DATE, TIME AND LOCATION FOR 2023

The Board will consider adopting Resolution 2022-21, setting the date, time and location of regularly scheduled 2023 meetings of the Board of Directors.

A motion by Treanor and a second by Hamann adopted Resolution 2022-21 setting the meeting day of the third Tuesday of every month, the time of 2:00 pm, and the location of 8200 Old Redwood Hwy for our Board meetings in 2023. 7-0-0.

5. RESOLUTION 2022-22 A RESOLUTION APPROVING A LINE OF CREDIT WITH SUMMIT STATE BANK FOR AN AMOUNT NOT TO EXCEED \$5,000,000.00 FOR THE PURPOSE OF COVERING DISTRICT EXPENSES WHILE AWAITING PROPERTY TAX ALLOCATIONS FOR THE FISCAL YEAR AND AUTHORIZES THE FIRE CHIEF TO EXECUTE NECESSARY DOCUMENTS

The Board will consider adopting Resolution 2022-22 approving a line of credit with Summit State Bank for an amount not to exceed \$5,000,000.00 for the purpose of covering District expenses while awaiting property tax allocations for the fiscal year and authorizes the Fire Chief to execute necessary documents.

A motion by Treanor and a second by Briare adopted Resolution 2022-22, a line of credit with Summit State Bank.

7-0-0. Role call vote.

6. AUTHORIZE THE FIRE CHIEF TO EXECUTE CONTRACT FOR LEGAL SERVICES WITH WILLIAM L ADAMS, ATTORNEY AT LAW, PC

The Board will consider approving legal services with William L. Adams, Attorney at Law and to authorize the Fire Chief to execute contract.

A motion by Briare and a second by So authorized the Fire Chief to continue to provide legal services to Sonoma County Fire District. 7-0-0.

Legal Counsel Adams stated that the rates will remain the same.

7. AUTHORIZE THE FIRE CHIEF TO EXECUTE AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICE WITH THE COUNTY OF MARIN



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The Board will consider approving an Agreement for Advanced Life Support Service with the County of Marin, which continues the advanced life support service provided by Bodega Bay Fire Protection District prior to consolidation with Sonoma County Fire District.

A motion by Hamann and a second by Treanor authorized the Fire Chief to execute and agreement with the County of Marin. 7-0-0.

COMMITTEE REPORT

1. Standing Committee: Finance Committee- N/A
2. Ad Hoc: Facilities- N/A

FINANCIAL REPORTS

Enclosed

COMMUNICATIONS

N/A

CLOSED SESSION- Entered into closed session at 2:50

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

Closed session ended at 4:40

REPORT OUT ON CLOSED SESSION WILL BE AT OPEN MEETING ON JANUARY 17, 2022

ADJOURNMENT

4:40


Kathy Washington- Secretary to the Board



Sonoma County Fire District Board of Directors

Special Board Meeting Minutes

Tuesday January 10, 2023 4:00 PM

Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor

This meeting will be held via teleconference (information below)

1-301-715-8592

Meeting ID: 838 9180 2253

Join Zoom Meeting

<https://us06web.zoom.us/j/83891802253>

CALL TO ORDER

Tognozzi called the meeting to order at 4:05

Present for Staff: Chief Heine, Washington

Present for Counsel: Adams

PLEDGE OF ALLEGIANCE

ROLL CALL

President Klick- present

Director Treanor-present

Vice President Tognozzi- present Secretary/Treasurer Weaver- present

Director So-present

Director Hamann-present

Director Briare-absent

OPEN TIME FOR PUBLIC EXPRESSION

n/a

AGENDA ADJUSTMENTS

None

DIRECTOR REPORTS

None

FIRE CHIEF'S REPORT

Chief Heine reported out on a storm update; Upstaffed District resources, 7 victims rescued from the vehicles, 245 calls for service; more than 2000 sandbags filled; mutual aid provided to multiple agencies; SOCO 1 flew 12 hours of recon missions; amazing job by Karen Hancock and her hard work as PIO; 31.9 feet peak of Russian River as of now; OES prepositioned resources- 2 swift water teams, 1 taskforce of engineers, 4 Division Supervisors, 4 911 dispatchers; Activation of District Operations Center

ACTION ITEMS

1. **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT, COUNTY OF SONOMA, STATE OF CALIFORNIA, RATIFYING THE PROCLAMATION OF LOCAL EMERGENCY DUE TO THE JANUARY 2023 WINTER STORMS AND FLOODING.**

The Board will consider adopting Resolution 2023-01, ratifying the proclamation of local emergency due to the January 2023 winter storms and flooding.

A motion by Klick and a second by Treanor adopted resolution 2023-01. 6-0-1. Roll call vote.

CLOSED SESSION entered closed session 4:15

1. Conference with Legal Counsel – Pending Litigation (Govt Code section 54956.9(a):



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Meeting ID: 838 9180 2253

Join Zoom Meeting

<https://us06web.zoom.us/j/83891802253>

AMR West v. California Department of Health Care Services, Sonoma County Fire District, Sonoma Valley Fire District, City of Petaluma, et al.; Sacramento County Superior Court Case No. 34-2021-80003757

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

Closed session ended at 4:25

REPORT OUT ON CLOSED SESSION WILL BE AT OPEN MEETING ON JANUARY 17, 2023

ADJOURNMENT

4:25

Kathy Washington- Secretary to the Board

**Sonoma County Fire District
Transaction List by Vendor
December 2022**

Type	Date	Num	Memo	Account	Clr	Split	Amount
49er Communications, Inc.							
Bill	12/06/20:		Invoice # 67845	Accounts Payable		6040 D- ...	-75.00
Bill Pmt -Ch...	12/06/20:	8718	Invoice # 67845	105-Summit- Che...	X	Account...	-75.00
4imprint, Inc.							
Bill	12/20/20:		Order: 24191874	Accounts Payable		8510 L- ...	-4,712.15
Bill Pmt -Ch...	12/20/20:	8790	Order: 24191874	105-Summit- Che...		Account...	-4,712.15
Active 911, Inc.							
Bill	12/06/20:		Invoice # 453829	Accounts Payable		6457 C- ...	-2,656.30
Bill Pmt -Ch...	12/06/20:	8719	Invoice # 453829	105-Summit- Che...	X	Account...	-2,656.30
AFLAC							
Bill	12/20/20:		INV 061023/Acct:...	Accounts Payable		5910 A- ...	-3,820.82
Bill Pmt -Ch...	12/20/20:	8792	INV 061023/Acct:...	105-Summit- Che...	X	Account...	-3,820.82
AT&T/Calnet3							
Bill	12/13/20:			Accounts Payable		-SPLIT-	-210.03
Bill Pmt -Ch...	12/13/20:	8754		105-Summit- Che...	X	Account...	-210.03
Bill	12/20/20:		BAN: 939108182...	Accounts Payable		-SPLIT-	-199.88
Bill Pmt -Ch...	12/20/20:	8791	BAN: 939108182...	105-Summit- Che...	X	Account...	-199.88
B W S Dist Inc							
Bill	12/20/20:		INV 280321	Accounts Payable		6880 A- ...	-251.50
Bill Pmt -Ch...	12/20/20:	8793	INV 280321	105-Summit- Che...	X	Account...	-251.50
Bill	12/28/20:		Invoice # 280414	Accounts Payable		6880 A- ...	-56.59
Bill Pmt -Ch...	12/28/20:	8822	Invoice # 280414	105-Summit- Che...		Account...	-56.59
Battery Systems, Inc.							
Bill	12/13/20:		Invoice # 343422...	Accounts Payable		6140 A- ...	-305.53
Bill Pmt -Ch...	12/13/20:	8755	Invoice # 343422...	105-Summit- Che...	X	Account...	-305.53
Bauer Compressors							
Bill	12/28/20:		Invoice # 000030...	Accounts Payable		6881 E- ...	-935.32
Bill	12/28/20:		Invoice # 000029...	Accounts Payable		6140 A- ...	-80.00
Bill Pmt -Ch...	12/28/20:	8823	Invoice # 000030...	105-Summit- Che...		Account...	-935.32
Bill Pmt -Ch...	12/28/20:	8841	Invoice # 000029...	105-Summit- Che...		Account...	-80.00
Bay Alarm Co							
Bill	12/28/20:		Invoice # 201867...	Accounts Payable		-SPLIT-	-245.28
Bill Pmt -Ch...	12/28/20:	8824	Invoice # 201867...	105-Summit- Che...		Account...	-245.28
Bill Lellis							
Bill	12/13/20:		Plan Review 150 ...	Accounts Payable		6500 A- ...	-70.00
Bill Pmt -Ch...	12/13/20:	8756	Plan Review 150 ...	105-Summit- Che...		Account...	-70.00
Bodega Bay Public Utility District							
Bill	12/06/20:		Account # 837 & ...	Accounts Payable		-SPLIT-	-1,143.25
Bill Pmt -Ch...	12/06/20:	8720	Account # 837 & ...	105-Summit- Che...	X	Account...	-1,143.25
Bound Tree Medical, LLC							
Bill	12/20/20:		Acct: E122145	Accounts Payable		-SPLIT-	-631.43
Bill Pmt -Ch...	12/20/20:	8794	Acct: E122145	105-Summit- Che...	X	Account...	-631.43
CAL-PERS							
Check	12/13/20:	EFT	November 2022 ...	107-Summit- Payr...	X	-SPLIT-	-7,615.93
Check	12/13/20:	EFT	November 2022 ...	107-Summit- Payr...	X	-SPLIT-	-3,850.73
Check	12/13/20:	EFT	November 2022 ...	107-Summit- Payr...	X	-SPLIT-	-83,556.89
Check	12/13/20:	EFT	November 2022 ...	107-Summit- Payr...	X	-SPLIT-	-160,339.93
Check	12/13/20:	EFT	Adjustment- Heine	107-Summit- Payr...	X	-SPLIT-	-996.47
Check	12/29/20:	EFT	December 2022 ...	107-Summit- Payr...	X	-SPLIT-	-7,663.40
Check	12/29/20:	EFT	December 2022 ...	107-Summit- Payr...	X	-SPLIT-	-3,918.38
Check	12/29/20:	EFT	December 2022 ...	107-Summit- Payr...	X	-SPLIT-	-80,212.39
Check	12/29/20:	EFT	December 2022 ...	107-Summit- Payr...	X	-SPLIT-	-154,502.51
CAL Pers 457 Supplemental Income Plan							
Check	12/01/20:	EFT	11/16-11/30/22 457	107-Summit- Payr...	X	-SPLIT-	-30,530.92
Check	12/15/20:	EFT	12/1-12/15/22 457	107-Summit- Payr...	X	-SPLIT-	-30,593.61
Check	12/29/20:	EFT	12/16-12/31/22 457	107-Summit- Payr...	X	-SPLIT-	-32,582.99
California American Water							
Bill	12/13/20:		Account # 1015-2...	Accounts Payable		7320 A- ...	-107.78
Bill Pmt -Ch...	12/13/20:	8757	Account # 1015-2...	105-Summit- Che...	X	Account...	-107.78
California Firefighters Benefit Trust							
Bill	12/20/20:		12.15.22 Pay date	Accounts Payable		-SPLIT-	-8,200.00
Bill Pmt -Ch...	12/20/20:	8795	12.15.22 Pay date	105-Summit- Che...		Account...	-8,200.00
Bill	12/28/20:			Accounts Payable		-SPLIT-	-8,200.00
Bill Pmt -Ch...	12/28/20:	8825		105-Summit- Che...		Account...	-8,200.00
Castino Restaurant Equip & Sup							
Bill	12/13/20:		Invoice # 654742	Accounts Payable		6462 A- ...	-847.50
Bill Pmt -Ch...	12/13/20:	8758	Invoice # 654742	105-Summit- Che...	X	Account...	-847.50

**Sonoma County Fire District
Transaction List by Vendor
December 2022**

Type	Date	Num	Memo	Account	Clr	Split	Amount
Clark Pest Control							
Bill	12/06/20;		Invoice # 322830...	Accounts Payable		-SPLIT-	-474.00
Bill Pmt -Ch...	12/06/20;	8721	Invoice # 322830...	105-Summit- Che...	X	Account...	-474.00
Bill	12/13/20;			Accounts Payable		-SPLIT-	-369.00
Bill Pmt -Ch...	12/13/20;	8759		105-Summit- Che...	X	Account...	-369.00
Bill	12/28/20;		Invoice # 324415...	Accounts Payable		-SPLIT-	-200.00
Bill Pmt -Ch...	12/28/20;	8826	Invoice # 324415...	105-Summit- Che...		Account...	-200.00
Comcast							
Bill	12/13/20;		Invoice # 160657...	Accounts Payable		7320 A- ...	-902.70
Bill Pmt -Ch...	12/13/20;	8760	Invoice # 160657...	105-Summit- Che...	X	Account...	-902.70
Comcast Business							
Bill	12/06/20;			Accounts Payable		-SPLIT-	-293.25
Bill Pmt -Ch...	12/06/20;	8722		105-Summit- Che...	X	Account...	-293.25
Bill	12/13/20;			Accounts Payable		-SPLIT-	-1,034.86
Bill Pmt -Ch...	12/13/20;	8761		105-Summit- Che...	X	Account...	-1,034.86
Bill	12/20/20;		8155 30 021 032...	Accounts Payable		7320 A- ...	-181.55
Bill Pmt -Ch...	12/20/20;	8796	8155 30 021 032...	105-Summit- Che...	X	Account...	-181.55
County of Sonoma Human Resources							
Bill	12/06/20;		Invoice # RAB684	Accounts Payable		5929 A- ...	-646.52
Bill Pmt -Ch...	12/06/20;	8723	Invoice # RAB684	105-Summit- Che...	X	Account...	-646.52
Craig Miller							
Bill	12/13/20;		July-Dec 2022	Accounts Payable		6820 F- ...	-297.00
Bill Pmt -Ch...	12/13/20;	8787	July-Dec 2022	105-Summit- Che...	X	Account...	-297.00
Cream's Towing Inc							
Bill	12/20/20;		INV 31239	Accounts Payable		6140 A- ...	-750.00
Bill Pmt -Ch...	12/20/20;	8797	INV 31239	105-Summit- Che...		Account...	-750.00
Dana Hampson							
Bill	12/13/20;		Invoice # SCFD-2...	Accounts Payable		6500 B- ...	-2,550.00
Bill Pmt -Ch...	12/13/20;	8762	Invoice # SCFD-2...	105-Summit- Che...	X	Account...	-2,550.00
Dynamic Truck Repair							
Bill	12/13/20;		Invoice # 2356	Accounts Payable		6140 A- ...	-996.50
Bill Pmt -Ch...	12/13/20;	8763	Invoice # 2356	105-Summit- Che...	X	Account...	-996.50
Bill	12/20/20;		INV 2361	Accounts Payable		-SPLIT-	-4,291.98
Bill Pmt -Ch...	12/20/20;	8798	INV 2361	105-Summit- Che...	X	Account...	-4,291.98
Bill	12/28/20;		Invoice # 2364	Accounts Payable		6140 A- ...	-652.50
Bill Pmt -Ch...	12/28/20;	8827	Invoice # 2364	105-Summit- Che...		Account...	-652.50
Ferrellgas							
Bill	12/06/20;		Invoice # 112101...	Accounts Payable		7320 A- ...	-1,226.38
Bill Pmt -Ch...	12/06/20;	8724	Invoice # 112101...	105-Summit- Che...	X	Account...	-1,226.38
Bill	12/13/20;		Account # 23429...	Accounts Payable		-SPLIT-	-2,283.63
Bill Pmt -Ch...	12/13/20;	8764	Account # 23429...	105-Summit- Che...	X	Account...	-2,283.63
First-Citizens Bank & Trust CO							
Bill	12/28/20;		Contract # 900-0...	Accounts Payable		6820 C- ...	-2,027.77
Bill Pmt -Ch...	12/28/20;	8828	Contract # 900-0...	105-Summit- Che...		Account...	-2,027.77
Fishman Supply Co.							
Bill	12/06/20;		Customer # 16444	Accounts Payable		-SPLIT-	-606.16
Bill Pmt -Ch...	12/06/20;	8725	Customer # 16444	105-Summit- Che...	X	Account...	-606.16
Frontier Resource Management							
Bill	12/06/20;		Invoice # SCFD2...	Accounts Payable		6501 C- ...	-1,210.00
Bill Pmt -Ch...	12/06/20;	8726	Invoice # SCFD2...	105-Summit- Che...	X	Account...	-1,210.00
Ginochio's Kitchen							
Bill	12/06/20;		Dec 5th & 6th Bre...	Accounts Payable		6060 A- ...	-1,353.60
Bill Pmt -Ch...	12/06/20;	8727	Dec 5th & 6th Bre...	105-Summit- Che...	X	Account...	-1,353.60
GoTo Communications, Inc							
Bill	12/06/20;		Invoice # IN7101...	Accounts Payable		7320 A- ...	-1,789.76
Bill Pmt -Ch...	12/06/20;	8728	Invoice # IN7101...	105-Summit- Che...	X	Account...	-1,789.76
IBS							
Check	12/15/20;	EFT		107-Summit- Payr...	X	6633 A- ...	-994.95
Check	12/15/20;	EFT		107-Summit- Payr...	X	-SPLIT-	-336,301.44
Check	12/15/20;	EFT	taxes	107-Summit- Payr...	X	-SPLIT-	-105,595.93
Check	12/30/20;	EFT		107-Summit- Payr...	X	-SPLIT-	-396,464.81
Check	12/30/20;	EFT	taxes	107-Summit- Payr...	X	-SPLIT-	-132,069.65
Check	12/30/20;	EFT		107-Summit- Payr...	X	6633 A- ...	-281.60
Ideal Hardware							
Bill	12/06/20;		Account # 270	Accounts Payable		-SPLIT-	-24.35
Bill Pmt -Ch...	12/06/20;	8729	Account # 270	105-Summit- Che...	X	Account...	-24.35

Sonoma County Fire District Transaction List by Vendor December 2022

Type	Date	Num	Memo	Account	Clr	Split	Amount
Integrated Communications Strategies, LLC							
Bill	12/06/20;		Invoice # 20908	Accounts Payable		6610 A- ...	-5,000.00
Bill Pmt -Ch...	12/06/20;	8730	Invoice # 20908	105-Summit- Che...	X	Account...	-5,000.00
Jake Huls							
Bill	12/13/20;		Invoice # 630	Accounts Payable		6180 F- ...	-165.00
Bill Pmt -Ch...	12/13/20;	8765	Invoice # 630	105-Summit- Che...	X	Account...	-165.00
John Lantz							
Bill	12/06/20;		Invoice # 220269	Accounts Payable		6457 C- ...	-862.49
Bill	12/06/20;		Invoice # 220268	Accounts Payable		6500 D- ...	-1,049.00
Bill Pmt -Ch...	12/06/20;	8731	Invoice # 220269	105-Summit- Che...	X	Account...	-862.49
Bill Pmt -Ch...	12/06/20;	8752	Invoice # 220268	105-Summit- Che...	X	Account...	-1,049.00
Johnston Thomas Attorneys at Law, PC							
Bill	12/06/20;		Invoice# 47611 &...	Accounts Payable		-SPLIT-	-26,365.50
Bill Pmt -Ch...	12/06/20;	8732	Invoice# 47611 &...	105-Summit- Che...	X	Account...	-26,365.50
Jr's Home & Auto Center							
Bill	12/28/20;		Cust No. 23325	Accounts Payable		-SPLIT-	-130.49
Bill Pmt -Ch...	12/28/20;	8829	Cust No. 23325	105-Summit- Che...		Account...	-130.49
Karri Pierson							
Bill	12/06/20;		11/16/22-11/30/22	Accounts Payable		6500 Q- ...	-1,007.50
Bill Pmt -Ch...	12/06/20;	8733	11/16/22-11/30/22	105-Summit- Che...	X	Account...	-1,007.50
Bill	12/20/20;		12.1.22-12.15.22	Accounts Payable		6500 Q- ...	-975.00
Bill Pmt -Ch...	12/20/20;	8799	12.1.22-12.15.22	105-Summit- Che...	X	Account...	-975.00
Bill	12/29/20;		Invoice: 12/16/22...	Accounts Payable		6500 Q- ...	-975.00
Bill Pmt -Ch...	12/29/20;	8842	Invoice: 12/16/22...	105-Summit- Che...		Account...	-975.00
Kyocera Document Solutions N. CA Inc							
Bill	12/20/20;		Contract: 450-00...	Accounts Payable		6820 A- ...	-209.40
Bill Pmt -Ch...	12/20/20;	8800	Contract: 450-00...	105-Summit- Che...	X	Account...	-209.40
Kyocera Document Solutions Northern CA							
Bill	12/06/20;		Invoice # 55E170...	Accounts Payable		6820 A- ...	-1.17
Bill Pmt -Ch...	12/06/20;	8734	Invoice # 55E170...	105-Summit- Che...	X	Account...	-1.17
Bill	12/20/20;		Acct: 208566-001	Accounts Payable		6820 A- ...	-20.89
Bill Pmt -Ch...	12/20/20;	8801	Acct: 208566-001	105-Summit- Che...	X	Account...	-20.89
Lauren Williamson							
Bill	12/13/20;		Refund District R...	Accounts Payable		3670 A- ...	-50.00
Bill Pmt -Ch...	12/13/20;	8766	Refund District R...	105-Summit- Che...	X	Account...	-50.00
Leo Electric							
Bill	12/28/20;		Invoice # 40580	Accounts Payable		8510 L- ...	-4,700.00
Bill Pmt -Ch...	12/28/20;	8830	Invoice # 40580	105-Summit- Che...		Account...	-4,700.00
Les Schwab Tire Centers							
Bill	12/20/20;		INV 63500572186	Accounts Payable		-SPLIT-	-1,467.73
Bill Pmt -Ch...	12/20/20;	8802	INV 63500572186	105-Summit- Che...	X	Account...	-1,467.73
Liebert Cassidy Whitmore							
Bill	12/28/20;		Invoice # 230542	Accounts Payable		6610 A- ...	-1,320.00
Bill Pmt -Ch...	12/28/20;	8831	Invoice # 230542	105-Summit- Che...		Account...	-1,320.00
Life Assist, Inc.							
Bill	12/06/20;		Account # 95492...	Accounts Payable		-SPLIT-	-3,999.02
Bill Pmt -Ch...	12/06/20;	8735	Account # 95492...	105-Summit- Che...	X	Account...	-3,999.02
Linda Summer							
Bill	12/13/20;		Refund District R...	Accounts Payable		3670 A- ...	-225.00
Bill Pmt -Ch...	12/13/20;	8767	Refund District R...	105-Summit- Che...	X	Account...	-225.00
Margaret Powell							
Bill	12/13/20;		Refund Overpay...	Accounts Payable		3670 A- ...	-200.00
Bill Pmt -Ch...	12/13/20;	8768	Refund Overpay...	105-Summit- Che...	X	Account...	-200.00
Matheson Tri-Gas, Inc.							
Bill	12/13/20;		Invoice # 002672...	Accounts Payable		6261 A - ...	-366.19
Bill Pmt -Ch...	12/13/20;	8769	Invoice # 002672...	105-Summit- Che...	X	Account...	-366.19
Municipal Emergency Services/MES							
Bill	12/28/20;		Invoice # IN1805...	Accounts Payable		6022 B - ...	-409.95
Bill Pmt -Ch...	12/28/20;	8832	Invoice # IN1805...	105-Summit- Che...		Account...	-409.95

Sonoma County Fire District Transaction List by Vendor December 2022

Type	Date	Num	Memo	Account	Clr	Split	Amount
Nick Barbieri Trucking, LLC							
Bill	12/06/20;		Invoice # 022724...	Accounts Payable		7201 A - ...	-1,604.10
Bill	12/06/20;		Invoice # CL02242	Accounts Payable		7201 A - ...	-2,884.98
Bill Pmt -Ch...	12/06/20;	8736	Invoice # 022724...	105-Summit- Che...	X	Account...	-1,604.10
Bill Pmt -Ch...	12/06/20;	8753	Invoice # CL02242	105-Summit- Che...	X	Account...	-2,884.98
Bill	12/13/20;		Invoice # 000761...	Accounts Payable		7201 A - ...	-641.15
Bill Pmt -Ch...	12/13/20;	8770	Invoice # 000761...	105-Summit- Che...	X	Account...	-641.15
Bill	12/20/20;		Cust: 35-0002346	Accounts Payable		7201 A - ...	-1,777.08
Bill	12/20/20;		Acct: 35-0009251	Accounts Payable		7201 A - ...	-2,432.89
Bill	12/20/20;		Acct: 35-0002346	Accounts Payable		7201 A - ...	-1,196.51
Bill Pmt -Ch...	12/20/20;	8803	Cust: 35-0002346	105-Summit- Che...	X	Account...	-1,777.08
Bill Pmt -Ch...	12/20/20;	8817	Acct: 35-0009251	105-Summit- Che...	X	Account...	-2,432.89
Bill Pmt -Ch...	12/20/20;	8820	Acct: 35-0002346	105-Summit- Che...	X	Account...	-1,196.51
NorCalEVI							
Bill	12/06/20;		Invoice# 5485	Accounts Payable		8560 A- ...	-1,060.14
Bill Pmt -Ch...	12/06/20;	8737	Invoice# 5485	105-Summit- Che...	X	Account...	-1,060.14
Northcoast Waterworks Inc.							
Bill	12/13/20;		Invoice # 54190127	Accounts Payable		6180 F- ...	-581.57
Bill Pmt -Ch...	12/13/20;	8771	Invoice # 54190127	105-Summit- Che...	X	Account...	-581.57
Opperman & Son Inc							
Bill	12/06/20;		Invoice # 01P591...	Accounts Payable		6140 A- ...	-74.51
Bill Pmt -Ch...	12/06/20;	8738	Invoice # 01P591...	105-Summit- Che...	X	Account...	-74.51
Pacific Mobile Structures							
Bill	12/20/20;		INV 00275450	Accounts Payable		6820 D- ...	-2,150.05
Bill Pmt -Ch...	12/20/20;	8804	INV 00275450	105-Summit- Che...	X	Account...	-2,150.05
Partnership Health Plan of California							
Bill	12/13/20;		Re: 90311782C	Accounts Payable		3670 A- ...	-118.20
Bill Pmt -Ch...	12/13/20;	8772	Re: 90311782C	105-Summit- Che...	X	Account...	-118.20
Peterson Trucks Inc							
Bill	12/06/20;		Invoice # 263336R	Accounts Payable		6140 A- ...	-277.10
Bill Pmt -Ch...	12/06/20;	8739	Invoice # 263336R	105-Summit- Che...	X	Account...	-277.10
PG&E							
Bill	12/06/20;		Account # 62289...	Accounts Payable		-SPLIT-	-2,150.72
Bill Pmt -Ch...	12/06/20;	8740	Account # 62289...	105-Summit- Che...	X	Account...	-2,150.72
Bill	12/13/20;			Accounts Payable		-SPLIT-	-2,582.28
Bill Pmt -Ch...	12/13/20;	8773		105-Summit- Che...	X	Account...	-2,582.28
Bill	12/20/20;			Accounts Payable		-SPLIT-	-5,802.89
Bill Pmt -Ch...	12/20/20;	8805		105-Summit- Che...		Account...	-5,802.89
Bill	12/28/20;		Account # 93400...	Accounts Payable		7320 A- ...	-1,029.10
Bill Pmt -Ch...	12/28/20;	8833	Account # 93400...	105-Summit- Che...		Account...	-1,029.10
Portola Systems Inc.							
Bill	12/06/20;		Invoice # 62193	Accounts Payable		-SPLIT-	-2,385.00
Bill Pmt -Ch...	12/06/20;	8741	Invoice # 62193	105-Summit- Che...	X	Account...	-2,385.00
Bill	12/13/20;		Invoice # 62219	Accounts Payable		6457 C- ...	-1,496.25
Bill	12/13/20;		Invoice # 62284	Accounts Payable		6457 C- ...	-1,307.50
Bill Pmt -Ch...	12/13/20;	8774	Invoice # 62219	105-Summit- Che...	X	Account...	-1,496.25
Bill Pmt -Ch...	12/13/20;	8783	Invoice # 62284	105-Summit- Che...	X	Account...	-1,307.50
Bill	12/28/20;		Invoice # 62309	Accounts Payable		6457 I- 2...	-2,520.00
Bill Pmt -Ch...	12/28/20;	8834	Invoice # 62309	105-Summit- Che...		Account...	-2,520.00
Recology Sonoma Marin							
Bill	12/06/20;			Accounts Payable		-SPLIT-	-2,326.75
Bill Pmt -Ch...	12/06/20;	8742		105-Summit- Che...	X	Account...	-2,326.75
Resolve Insurance Systems							
Bill	12/13/20;		Invoice # Novem...	Accounts Payable		6666 C- ...	-1,163.08
Bill Pmt -Ch...	12/13/20;	8775	Invoice # Novem...	105-Summit- Che...	X	Account...	-1,163.08
Santa Rosa Fire Equipment Service, Inc.							
Bill	12/06/20;		Invoice # 33780887	Accounts Payable		6880 A- ...	-70.00
Bill Pmt -Ch...	12/06/20;	8743	Invoice # 33780887	105-Summit- Che...	X	Account...	-70.00
Santa Rosa Uniform & Career Apparel, Inc							
Bill	12/13/20;		Invoice # 11419881	Accounts Payable		6021 F- ...	-953.91
Bill Pmt -Ch...	12/13/20;	8784	Invoice # 11419881	105-Summit- Che...	X	Account...	-953.91
Bill	12/20/20;		INV 11420171	Accounts Payable		6021 K- ...	-347.91
Bill	12/20/20;		INV 1417090	Accounts Payable		6021 F- ...	-18.00
Bill Pmt -Ch...	12/20/20;	8806	INV 11420171	105-Summit- Che...		Account...	-347.91
Bill Pmt -Ch...	12/20/20;	8818	INV 1417090	105-Summit- Che...		Account...	-18.00
Bill	12/28/20;		Invoice # 11420210	Accounts Payable		6021 K- ...	-94.88
Bill Pmt -Ch...	12/28/20;	8835	Invoice # 11420210	105-Summit- Che...		Account...	-94.88

Sonoma County Fire District Transaction List by Vendor December 2022

Type	Date	Num	Memo	Account	Clr	Split	Amount
Santa Rosa, City of							
Bill	12/20/20;		Acct: 006406	Accounts Payable		7320 A- ...	-56.88
Bill Pmt -Ch...	12/20/20;	8807	Acct: 006406	105-Summit- Che...	X	Account...	-56.88
Sarah Sebeni							
Bill	12/20/20;		Refund	Accounts Payable		3670 A- ...	-341.10
Bill Pmt -Ch...	12/20/20;	8808	Refund	105-Summit- Che...		Account...	-341.10
Sequoia Glass LLC							
Bill	12/06/20;			Accounts Payable		6180 A- ...	-691.88
Bill Pmt -Ch...	12/06/20;	8744		105-Summit- Che...	X	Account...	-691.88
Shannon Wager							
Bill	12/28/20;		Invoice: July-Dec ...	Accounts Payable		6500 C- ...	-425.00
Bill Pmt -Ch...	12/28/20;	8836	Invoice: July-Dec ...	105-Summit- Che...		Account...	-425.00
Sign Dynamics							
Bill	12/20/20;		INV 8339	Accounts Payable		-SPLIT-	-3,059.34
Bill Pmt -Ch...	12/20/20;	8809	INV 8339	105-Summit- Che...		Account...	-3,059.34
Sonoma County Professional FF L1401							
Bill	12/20/20;		December 2022 ...	Accounts Payable		-SPLIT-	-11,705.16
Bill Pmt -Ch...	12/20/20;	8810	December 2022 ...	105-Summit- Che...		Account...	-11,705.16
Sonoma Media Investments, LLC							
Bill	12/06/20;		Invoice # 43596	Accounts Payable		6800 A- ...	-199.00
Bill Pmt -Ch...	12/06/20;	8745	Invoice # 43596	105-Summit- Che...	X	Account...	-199.00
Southern Tire Mart							
Bill	12/13/20;		Invoice # 775000...	Accounts Payable		-SPLIT-	-342.12
Bill	12/13/20;		Invoice # 775000...	Accounts Payable		-SPLIT-	-999.39
Bill Pmt -Ch...	12/13/20;	8785	Invoice # 775000...	105-Summit- Che...		Account...	-342.12
Bill Pmt -Ch...	12/13/20;	8786	Invoice # 775000...	105-Summit- Che...		Account...	-999.39
Bill	12/28/20;		Invoice # 775000...	Accounts Payable		-SPLIT-	-1,571.97
Bill Pmt -Ch...	12/28/20;	8837	Invoice # 775000...	105-Summit- Che...		Account...	-1,571.97
Standard Insurance Company							
Bill	12/28/20;		Policy # 00 6483...	Accounts Payable		5931 A- ...	-2,987.00
Bill Pmt -Ch...	12/28/20;	8838	Policy # 00 6483...	105-Summit- Che...		Account...	-2,987.00
Stericycle, Inc.							
Bill	12/13/20;		Invoice # 300628...	Accounts Payable		6261 A- ...	-953.43
Bill Pmt -Ch...	12/13/20;	8776	Invoice # 300628...	105-Summit- Che...	X	Account...	-953.43
Stryker Sales, LLC							
Bill	12/06/20;		Invoice # 396212...	Accounts Payable		6261 A- ...	-387.60
Bill Pmt -Ch...	12/06/20;	8746	Invoice # 396212...	105-Summit- Che...	X	Account...	-387.60
Sweetwater Springs Water District							
Bill	12/20/20;		Acct 27121110	Accounts Payable		7320 A- ...	-89.37
Bill	12/20/20;		Acct: 28029110	Accounts Payable		7320 A- ...	-128.17
Bill	12/20/20;		Acct: 28029000	Accounts Payable		7320 A- ...	-140.65
Bill Pmt -Ch...	12/20/20;	8811	Acct 27121110	105-Summit- Che...	X	Account...	-89.37
Bill Pmt -Ch...	12/20/20;	8819	Acct: 28029110	105-Summit- Che...	X	Account...	-128.17
Bill Pmt -Ch...	12/20/20;	8821	Acct: 28029000	105-Summit- Che...	X	Account...	-140.65
TIAA, FSB							
Bill	12/20/20;		Contract 20432645	Accounts Payable		6820 A- ...	-260.40
Bill Pmt -Ch...	12/20/20;	8812	Contract 20432645	105-Summit- Che...	X	Account...	-260.40
Tim Farfan							
Bill	12/13/20;		July-Dec 2022	Accounts Payable		6820 F- ...	-297.00
Bill Pmt -Ch...	12/13/20;	8788	July-Dec 2022	105-Summit- Che...	X	Account...	-297.00
Town of Windsor Water District							
Bill	12/20/20;			Accounts Payable		-SPLIT-	-1,785.75
Bill Pmt -Ch...	12/20/20;	8813		105-Summit- Che...		Account...	-1,785.75
True Value Hardware of Larkfield, Inc							
Bill	12/13/20;		Invoice # 334505	Accounts Payable		6180 A- ...	-37.39
Bill Pmt -Ch...	12/13/20;	8777	Invoice # 334505	105-Summit- Che...	X	Account...	-37.39
Bill	12/20/20;		Cust: 000066	Accounts Payable		6880 A- ...	-5.79
Bill Pmt -Ch...	12/20/20;	8814	Cust: 000066	105-Summit- Che...	X	Account...	-5.79
Bill	12/28/20;		Invoice # 352544	Accounts Payable		6880 A- ...	-23.38
Bill Pmt -Ch...	12/28/20;	8839	Invoice # 352544	105-Summit- Che...		Account...	-23.38
Tucker Bierbaum, M.D.							
Bill	12/13/20;		Dec 2022	Accounts Payable		6500 I- ...	-3,500.00
Bill Pmt -Ch...	12/13/20;	8778	Dec 2022	105-Summit- Che...	X	Account...	-3,500.00
Universal Building Services							
Bill	12/13/20;		Invoice # 509010 ...	Accounts Payable		-SPLIT-	-846.00
Bill Pmt -Ch...	12/13/20;	8779	Invoice # 509010 ...	105-Summit- Che...	X	Account...	-846.00

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Sonoma County Fire District Transaction List by Vendor December 2022

Type	Date	Num	Memo	Account	Clr	Split	Amount
US-Bank Equipment Finance							
Bill	12/13/20;		Invoice # 488526...	Accounts Payable		-SPLIT-	-715.02
Bill Pmt -Ch...	12/13/20;	8780	Invoice # 488526...	105-Summit- Che...	X	Account...	-715.02
US Bank Corporate Payment Services							
Bill	12/06/20;		Account # 4246 0...	Accounts Payable		6463 D- ...	-26,542.25
Bill Pmt -Ch...	12/06/20;	8747	Account # 4246 0...	105-Summit- Che...	X	Account...	-26,542.25
Valley Power Systems North, Inc							
Bill	12/06/20;		Invoice # J36012	Accounts Payable		-SPLIT-	-10,886.41
Bill Pmt -Ch...	12/06/20;	8748	Invoice # J36012	105-Summit- Che...	X	Account...	-10,886.41
Verizon Wireless							
Bill	12/20/20;		Acct: 371349149-...	Accounts Payable		7320 A- ...	-3,365.73
Bill Pmt -Ch...	12/20/20;	8815	Acct: 371349149-...	105-Summit- Che...	X	Account...	-3,365.73
Waxie Sanitary Supply							
Bill	12/06/20;		Invoice # 81348523	Accounts Payable		6084 A- ...	-330.01
Bill Pmt -Ch...	12/06/20;	8749	Invoice # 81348523	105-Summit- Che...	X	Account...	-330.01
Wells Fargo Vendor Financial Serv, LLC							
Bill	12/28/20;		Invoice # 502312...	Accounts Payable		6820 A- ...	-166.01
Bill Pmt -Ch...	12/28/20;	8840	Invoice # 502312...	105-Summit- Che...		Account...	-166.01
WEX BANK							
Bill	12/13/20;		Invoice # 85652633	Accounts Payable		7201 A- ...	-2,445.03
Bill Pmt -Ch...	12/13/20;	8781	Invoice # 85652633	105-Summit- Che...	X	Account...	-2,445.03
Wine Country Termite & Pest Company							
Bill	12/20/20;		Cust: 10541	Accounts Payable		6180 A- ...	-125.00
Bill Pmt -Ch...	12/20/20;	8816	Cust: 10541	105-Summit- Che...		Account...	-125.00
Wittman Enterprises, LLC.							
Bill	12/13/20;		Invoice # 2211058	Accounts Payable		6666 A- ...	-11,904.05
Bill Pmt -Ch...	12/13/20;	8782	Invoice # 2211058	105-Summit- Che...	X	Account...	-11,904.05
Wright, L'Estrange & Ergastolo							
Bill	12/06/20;		Invoice # 32358	Accounts Payable		6610 A- ...	-3,500.00
Bill Pmt -Ch...	12/06/20;	8750	Invoice # 32358	105-Summit- Che...	X	Account...	-3,500.00
ZOLL Medical Corporation							
Bill	12/06/20;		Invoice # 3612420	Accounts Payable		6261 A- ...	-740.51
Bill Pmt -Ch...	12/06/20;	8751	Invoice # 3612420	105-Summit- Che...	X	Account...	-740.51



Sonoma County Fire District Board of Directors Staff Report

Date: 1/17/2023

Topic: Begin the process of adopting the California Fire Code with local amendments.

Recommendation:

It is recommended the Board of Directors consider adopting the California Fire Code, with local amendments.

Financial Impact:

None.

Background:

The Fire Codes and referenced standards are updated every three years by the State of California Building Standards Commission and considered the "model" code (or the "minimum" code) for cities, counties, districts, townships, etc. This is commonly known as a code cycle. Over the years, Sonoma County fire agencies have participated in taskforce meetings to review these codes every three years and create amendments when necessary to address local fire risks. With only a few exceptions, this taskforce has created a single county- wide Fire Code template for agencies to adopt. Attached as Appendix A is the amendments.

Up to this point, the Fire Codes and amendments have been adopted by the Town of Windsor Town Council (for enforcement within the Town boundaries by fire district employees) and the by County of Sonoma Board of Supervisors (for enforcement within the unincorporated areas primarily by Sonoma County fire prevention employees and augmented by district employees).

Staff is recommending you begin the process adopting the Fire Code with amendments for Sonoma County Fire District and concurrently with the County of Sonoma and the Town of Windsor code- adoption process. In sum, one common code within the new district, ultimately enforced by qualified district employees.

Attachments:

Exhibit A

Appendix A

THE CALIFORNIA FIRE CODE ORDINANCE NO. 2023-01

CHAPTER 1
SCOPE AND ADMINISTRATION

(1) **California Fire Code, Division II, Section 101.1 is amended to read:**

101.1 Title. These regulations shall be known as the Sonoma County Fire Code, hereinafter referred to as “this Code.”

(2) **California Fire Code, Division II, Section 101.6 is added to read:**

101.6 Policy Manual. The Sonoma County Fire Prevention Policy Manual shall serve as a supplemental instruction and interpretation manual for this code and is hereby adopted by reference. The fire code official is responsible to amend this manual as necessary to maintain current instruction and interpretations. The information contained in the policy manual shall not be construed to make new code requirements not authorized by this ordinance.

(3) **California Fire Code, Division II, Section 102.4, is amended to read:**

102.4 Application of Building Code. The design and construction of new structures shall comply with the 2022 California Building Code, Volumes 1 and 2, the 2022 California Historical Building Code, the 2022 California Existing Building Code and the 2022 California Residential Code, as adopted and amended by the Sonoma County Fire District and the Town of Windsor, and any alterations, additions, changes in use or changes in structures required by this Code, which are within the scope of the aforementioned codes, shall be made in accordance therewith.

(4) **California Fire Code, Division II, Section 103.1, is amended to read:**

103.1 Creation of Agency. The Division of Fire Prevention within the Sonoma County Fire District is hereby created and the official in charge thereof shall be known as the fire code official. The function of the division shall be the implementation, administration and enforcement of the provisions of this Code.

(5) **California Fire Code, Division II, Section 105.4.1 is added to read:**

105.4.1 Revocation Procedure. Revocation of any permit issued under this Code shall only occur after written notice of the violation has been given by the Fire Marshal to the permittee at his or her last place of residence as shown on the permit or certificate, which notice shall order the permittee to either correct the violation within ten (10) days or appear before the local Fire Chief to hear the matter, at a date

and time certain to show cause why the permit or certificate should not be modified, revoked or suspended. At the hearing before the Fire Chief, the permittee shall have an opportunity to appear and be heard on the question of whether the permit issued to him should be revoked or suspended. Upon conclusion of the hearing or as soon thereafter as practicable, the chief shall issue a decision in writing to the permittee determining whether to modify, revoke or suspend the permit. Any interested person may appeal the Fire Chief's decision to the Sonoma County Fire District Board of Directors. All appeals shall be filed in writing with the Fire Chief within ten (10) calendar days of the date of the decision being appealed.

(6) California Fire Code, Division II, Section 105.5.54 is amended to read:

105.5.54 Additional Permits. In addition to the permits required by Section 105.6, the following permits shall be obtained from the division of fire prevention prior to engaging in the following activities, operations, practices or functions:

1. Production facilities. To change use or occupancy, to allow the attendance of a live audience, or for wrap parties.
2. Pyrotechnics and special effects. To use pyrotechnic special effects, open flame, use of flammable or combustible liquids and gasses, welding and the parking of motor vehicles for the purpose of motion picture, television and commercial production.
3. Live audiences. To install seating arrangements for live audiences in approved production facilities, production studios and sound stages. See Chapter 48.
4. Apartment, hotel, motel, vacation rental. An operational permit is required to operate an apartment house, hotel, motel, or vacation rental.
5. Bonfires or rubbish fires. An operational permit is required to kindle or authorize the kindling or maintenance of bonfires or rubbish fires.
6. Emergency responder radio coverage system. An operational permit is required for buildings and/or facilities with emergency responder radio coverage systems and related equipment.
7. High-rise building. An operational permit is required to operate a high-rise building as defined in the Building Code.
8. Cannabis. An operational permit is required to operate a medical cannabis facility or Cannabis operation listed below when allowed by state law and Local Zoning Ordinance:
 - a. Cultivation

- b. Distribution
 - c. Manufacturing
9. Organized camps. An operational permit is required to operate an organized camp (Group C occupancy).
 10. Special Event Permit. A permit is required for any organized processing or assemblage of 50 or more people, which could significantly impact vehicular traffic or create a safety problem. Examples include, but are not limited to: music festivals, elevated stages, outdoor markets, circus, walkathons, runs, marathons, trail rides, bicycle races, celebrations, parades and similar activities.
 11. Winery caves – publicly accessible. An operational permit is required to operate a Type-2 or Type-3 winery cave that is accessible to the public.
 12. Certified Unified Program Agency Permit. An operational permit is required to operate any facility described in Chapter 29 and shall be required by the local fire chief from the County of Sonoma CUPA Division.

(7) California Fire Code, Division II, Section 105.6.25 is added to read:

105.6.25 Additional Construction Permits. In addition to the permits required by Section 105.6, the following construction permits shall be obtained from the division of Fire Prevention prior to starting construction:

1. Fire apparatus access roads. A construction permit is required for installation or modification of roadways and roadway structures used for fire apparatus access roads.
2. Excavation near flammable or combustible liquid pipeline. A construction permit is required to excavate or do any work below grade within ten (10) feet of any pipeline for the transportation of flammable or combustible liquid.
3. Gates. A construction permit is required for the installation of security gates across a fire apparatus access road.

(8) California Fire Code, Section 107.6, is added to read:

107.6 Cost Recovery. Fire suppression, investigation or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person(s) who negligently, intentionally or in violation of law causes an emergency response,

including, but not limited to, a traffic accident, spill of toxic or flammable or combustible fluids or chemicals is liable for costs of securing such emergency, including those costs pursuant to Government Code Section 53150 et seq, as may be amended from time to time. Any expense incurred by Sonoma County Fire, any Local Fire District and Volunteer Fire Company for securing such emergency shall constitute a debt of such person(s) and shall be collectable by the Department in the same manner as in the case of an obligation under contract, expressed or implied.

(9) California Fire Code, Division II, Section 112.4, is amended to read:

112.4 Violation Penalties. Persons who shall violate a provision of this Code or shall fail to comply with any requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code official, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not exceeding six months, or both such fine and imprisonment, or administratively of not less than one thousand dollars (\$1,000.00). Each day that a violation continues after due notice has been served shall be the case of an obligation under contract, expressed or implied.

(10) California Fire Code, Division II, Section 113.4 is amended to read:

112.5 Authority to Issue Citations. The Chief and members of the Fire Prevention Bureau who have discretionary duty to enforce a statute or ordinance may, pursuant to Section 836.5 of the California Penal Code and subject to the provisions thereof, arrest a person without a warrant whenever the Chief or member of the Fire Prevention Division has reasonable cause to believe that the person to be arrested has committed a violation in the presence of the Chief or member of the Fire Prevention Division which he or she has discretionary duty to enforce, and to issue a notice to appear and to release such person on his or her written promise to appear in court, pursuant to the provisions of Section 853.5 et seq. of the California Penal Code.

(11) California Fire Code, Division II, Section 113.4 is amended to read:

113.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$100.00 dollars and not more than \$500.00 dollars. A person shall be fined for each day he or she continues to work after having been served with a stop work order.

**CHAPTER 2
DEFINITIONS**

(12) California Fire Code, Section 202, is amended to add the following definitions:

UNWARANTED ALARM. The giving, signaling or transmission of an alarm or notification to a public fire department or emergency communication center when such alarm is the result of a defective condition of an alarm system, system servicing testing, construction activities, ordinary household activities, false alarm or other cause when no such dangerous fire condition exists

**CHAPTER 3
GENERAL REQUIREMENTS**

(13) California Fire Code Section 307.2 is amended to read:

307.2 Permit Required. Prior to commencement of open burning, a burning permit shall be obtained pursuant to section 13-71 of the Sonoma County Code.

(14) California Fire Code Section 311.3.1 is added to read:

311.3.1 Removal of Debris After Fire. All rubble, waste, rubbish, and other materials lying upon any premises within the jurisdictional area; having been accumulated thereon by reason of a fire, and having been rendered useless thereby shall be removed from within ten (10) days after notice has been given to do so in writing by the Fire Chief to the owner, lessee, or other person in charge or control of the premises.

**CHAPTER 4
EMERGENCY PLANNING AND PREPAREDNESS**

(15) California Fire Code, Section 401.3.2.1 is added to read as follows:

401.3.2.1 Unwarranted or Nuisance Alarm Notification. Notification of emergency responders based on an unwarranted or nuisance alarm may be punishable by a fine in accordance with the adopted fee schedule or requirements. In addition, the responsible party may be liable for the operational and administrative costs, incurred from the emergency response or mitigation procedures resulting from an unwarranted or nuisance alarm notification.

(16) California Fire Code, Section 401.3.2.2 is added to read as follows:

401.3.2.2 Multiple Nuisance or Unwarranted Alarm Activations. Any occupancy that has more than three nuisance alarms, causing emergency response within a 12-month period may be required to modify, repair, upgrade or replace their system

and/or monitoring station as determined by the fire code official.

- (17) **California Fire Code, Section 402.1 is amended to add the following:**

NUISANCE ALARM AND UNWARRANTED ALARM

- (18) **California Fire Code Section 403.1 is amended to read as follows:**

403.1 General. In addition to the requirements of Section 401, occupancies, uses and outdoor locations shall comply with the emergency preparedness requirements set forth in Section 403.2 403.4, 403.9.2.1.1, 403.10.6 through 403.12.3. Where fire safety and evacuation plans are required by Section 403.2 through 403.10.6, evacuation drills shall be in accordance with Section 405 and employee training shall be in accordance with Section 406.

- (19) **California Fire Code Sections 403.3 is deleted.**

- (20) **California Fire Code Section 403.5 through 403.9.2.1 are deleted.**

- (21) **California Fire Code Sections 403.9.2.1.2 through 403.10.5 are deleted.**

CHAPTER 5

FIRE SERVICE FEATURES

- (22) **California Fire Code Section 503.1 is amended to read:**

503.1 Where Required. Fire apparatus access roads shall comply with the Town of Windsor Standards when located in the Local Responsibility Area, and otherwise shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

- (23) **California Fire Code Section 503.2 is amended to read:**

503.2 Specifications. Fire apparatus access roads shall be installed per the Town of Windsor Standards when located in the Local Responsibility Area, and otherwise shall be installed or arranged in accordance with Sections 503.2.1 through 503.2.8.

- (24) **California Fire Code, Section 503.2.6.1 is added to read:**

503.2.6.1 Evaluation and Maintenance. All existing private bridges and elevated surfaces that are a part of the fire department access roadway shall be evaluated by a California licensed civil engineer experienced in structural engineering or a California licensed structural engineer, for safety and weight rating, in accordance with American Association of State Highway and Transportation Officials (AASHTO)

Manual: "The Manual for Bridge Evaluation," Second Edition, or other approved standard. Vehicle load limits shall be posted at both entrances to bridges. All bridges and elevated structures providing fire department access shall be routinely maintained in accordance with Section 503.2.6 or when directed by the fire code official or authorized designee.

(25) California Fire Code Section 503.3 is amended to read:

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE in accordance with the California Vehicle Code, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(26) California Fire Code Section 503.6.1 is added to read:

503.6.1 Width. All gate entrances and similar structures shall be at least two feet (2') wider than the width of the traffic lane(s) serving the gate or structure.

(27) California Fire Code Section 503.6.2 is added to read:

503.6.2 Setbacks. All gates providing access from a public road to a private road or private driveway shall be located at least thirty feet (30') from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the roadway.

(28) California Fire Code Section 505.1 is amended to read:

505.1 Address Identification. New and existing buildings shall be provided with approved illuminated or other approved means of address identification. The address identification shall be legible and placed in apposition that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numerals or alphabetic letters. Numbers shall not be spelled out. Character size and stroke shall be in accordance with Section 505.1.1 through 505.1.2. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

(29) California Fire Code Section 505.1.1 is added to read:

505.1.1 Numbers For One- and Two- Family Dwellings. Each address identification character shall be not less than four (4) inches high with a

minimum stroke width of one-half (0.5) inch.

(30) California Fire Code Section 505.1.2 is added to read:

505.1.2 Numbers For Other Than One and Two-Family Dwellings. Each address identification character shall be not less than twelve (12) inches high with a minimum stroke width of one (1) inch. Suite and unit directional numbers shall be not less than six (6) inches high with a minimum stroke width of three-quarter (0.75) inch. Numbers shall be not less than four (4) inches high with a minimum stroke width of one-half (0.5) inch.

(31) California Fire Code Section 505.1.3 is added to read:

505.1.3 Complex Directory. Where two or more buildings cannot be viewed from the public way or when determined by the fire code official, an approved illuminated complex directory, monument, pole, or other approved sign or means shall be used to identify the structures at the main entrances to the property.

(32) California Fire Code Section 505.1.4 is added to read:

505.1.4 Installation, Location and Visibility of Addresses. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.

(33) California Fire Code Section 505.1.4.1 is added to read:

505.1.4.1 Signs Posted One-Way Roads. Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

(34) California Fire Code Section 505.1.4.2 is added to read:

505.1.4.2 Multiple Addresses. Where multiple addresses are required at a single driveway, they shall be mounted on a single post.

Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

(35) California Fire Code Section 505.2.1 is added to read:

505.2.1 Size of Letters, Numbers and Symbols or Street and Road signs. Size of letters, numbers, and symbols for street and road signs shall be a minimum of three inches (3") for letter height with a three-eighths inch (3/8") stroke, reflectorized, and

contrasting with the background color of the sign.

(36) California Fire Code Section 505.2.2 is added to read:

505.2.2 Visibility and Legibility of Street and Road Signs. Street and road signs shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred feet (100').

(37) California Fire Code Section 505.2.3 is added to read:

505.2.3 Height of Street and Road Signs. Height of street and road signs shall be uniform countywide, and meet the visibility and legibility standards of this section.

(38) California Fire Code Section 505.2.4 is added to read:

505.2.4 Names and Numbers on Street and Road Signs. Newly constructed or approved public and private roads and streets must be identified by a name or number through a consistent countywide system that provides for sequenced or patterned numbering and/or non-duplicating naming within the county. All signs shall be mounted and oriented in a uniform manner. This section does not require any entity to rename or renumber existing roads or streets, nor shall a roadway providing access only to a single commercial or industrial occupancy require naming or numbering.

(39) California Fire Code Section 505.2.5 is added to read:

505.2.5 Intersecting Roads, Streets and Private Lanes. Signs required by this article identifying intersecting roads, streets and private lanes shall be placed at the intersection of those roads, streets and/or private lanes.

(40) California Fire Code Section 505.2.6 is added to read:

505.2.6 Signs Identifying Traffic Access Limitations. A sign identifying traffic access or flow limitations, including, but not limited to weight or vertical clearance limitations, dead-end road, one-way road (or single land conditions) shall be placed: (a) at the intersection preceding the traffic access limitation, and (b) no more than one hundred feet (100') before such traffic access limitation.

(41) California Fire Code Section 507.2.2 is amended to read:

507.2.2 Water Tanks. Water tanks for private fire protection shall be installed in accordance with NFPA 22.

Exception: For Group R-3 occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2

or 903.3.1.3, and associated accessory structures up to 3,000 square feet in area, plastic water tanks up to 5,000 gallons in volume may be used. A flammable vegetation clearance of not less than twenty feet (20') shall be maintained around all poly-plastic or similar water tanks.

(42) California Fire Code Section 507.2.3 is added to read:

507.2.3 Urban Water System. For one- and two-family dwellings, and accessory structures associated with one- and two-family dwellings. If the water supply to the parcel is provided by a public or community water system (urban parcel - see Definitions) the emergency water supply for residential buildings shall consist of a permanent hydrant located on the road within two hundred fifty feet (250') of the driveway measured from where the driveway intersects with the public or private road. Distance measurements shall be determined by hose lay along the road, not horizontal distance.

(43) California Fire Code Section 507.2.4 is added to read:

507.2.4 Non-Urban Water System. If the water supply to the parcel is provided by a private water well (non-urban parcel - see Definitions) the fire code official is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code.

Exception: When authorized by the authority having jurisdiction, the emergency water supply requirements for one- and two-family dwellings, and accessory structures associated with one- and two-family dwellings, may be waived when sufficient evidence is proven that the Emergency Water Standards of Title 14 of the Natural Resources Code, Division 1.5, Article 4 have been met.

(44) California Fire Code Section 507.5.1.2 is added to read:

507.5.1.2 Other Areas. Fire hydrant systems shall be required where a public water system, regardless of type of ownership, provides water for human consumption to fifteen (15) or more service connections.

(45) California Fire Code Section 507.5.7 is added to read:

507.5.7 Fire Hydrant Size and Outlets. New commercial and industrial development shall have a minimum of two 4.5 inch connections and one 2.5 inch connection per Appendix D 104 unless otherwise approved by the fire code official.

**CHAPTER 9
FIRE PROTECTION AND LIFE SAFETY SYSTEMS**

(46) California Fire Code Sections 901.7.7 - 901.7.7.2 are added to read:

901.7.7 Notice of Nuisance or Unwarranted Alarm. The officer in charge of fire units responding to a fire alarm signal shall determine whether a true emergency exists. If the officer determines that an emergency does not exist, the chief of the local fire agency may issue a written notice of nuisance alarm or unwarranted alarm to the owner or person in charge or control of the facility where the alarm signal originated.

901.7.7.1 Unreliable or Unwarranted Fire Alarm Systems. The Fire Chief of the local fire agency may determine that a fire alarm system is unreliable or unwarranted upon receipt of more than four (4) alarms within a twelve (12) month period. Upon finding that an alarm system is unreliable or unwarranted, the chief of the local fire agency may order the following:

1. For any nuisance alarm where the system is not restored, the Fire Chief may require the system owner to provide standby personnel as defined in Chapter 4, Section 403.1 or take such other measures, as the Fire Chief deems appropriate. Persons or activities required by the Fire Chief shall remain in place until a fire department-approved fire alarm maintenance firm certifies in writing to the Fire Chief that the alarm system has been restored to a reliable condition. The chief may require such tests, as he deems necessary to demonstrate the adequacy of the system.
2. Upon the fifth (5th) and sixth (6th) alarms from the alarm system within a twelve (12) month period, the system owner shall pay a mitigation fee to the fire department of \$150.00, plus the cost of fire engine response, for each occurrence.
3. Upon the seventh (7th) and eighth (8th) alarms from the alarm system within a twelve (12) month period, the system owner shall pay a mitigation fee to the fire department of \$300.00, plus the cost of fire engine response.
4. Upon the ninth (9th) and following alarms from the alarm system within a twelve (12) month period, the system owner shall pay a mitigation fee to the fire department of \$500.00, plus the cost of fire engine response, for each occurrence.

901.7.7.2 Hearing on Notice. Any person receiving a notice of nuisance alarm who contends that the Fire Chief erroneously determined that the fire alarm system was not functioning as designed, may file a written request with the Fire Chief for a hearing on the determination within ten (10) days after receipt of the notice of nuisance alarm. The Fire Chief shall give the requesting party a hearing on the

determination within thirty (30) days of receipt of the request. The request shall set forth: (1) that the system functioned as designed, or (2) that the nuisance alarm resulted from an act of God, flooding, or other violent natural condition without fault and beyond the control of the requesting party. Within ten (10) days following the hearing, the chief shall give written notice of his or her decision to the requesting party.

(47) California Fire Code Section 902.1 is amended to add the following:

SUBSTANTIAL IMPROVEMENT (Sonoma County Code Section 7-19)

(48) California Fire Code Section 903.2 is amended to read:

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 and sections 903.2.14 through 903.2.21. Approved automatic sprinkler systems in existing buildings and structures shall be provided in locations described in Section 903.6.

Exceptions:

1. Agricultural and Greenhouse buildings as approved by the fire code official when not required in other sections of the California Building Code.
2. Detached accessory structures to Group R-3 not classified as a dwelling unit and not exceeding 3,000 square feet (279m²) in gross floor area (See California Residential Code).
3. Detached non-combustible motor vehicle fuel dispensing canopies.
4. Detached group U occupancies not greater than 3,000 square feet (279m²), OR WHEN APPROVED BY THE Fire Code Official where the entire structure is not to exceed 5,500 sq ft (510m²).
5. Special occupancy aircraft hangar shade structures as approved by the fire code official, unless required in NFPA409.

(49) California Fire Code Section 903.2.1 is amended to read:

903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings containing a Group A occupancy exceeding 1500 square feet or when required per 903.2.1.1 through 903.2.1.6.

(50) California Fire Code Section 903.2.1.6 is amended to read:

903.2.1.6 Assembly Occupancies on Roofs. Where an occupied roof has an assembly occupancy with an occupant load exceeding 100 for Group A-2 and 300 for other Group A Occupancies, an automatic sprinkler system shall be provided throughout the building in accordance with Section 903.3.1.1 or 903.3.1.2.

Exception deleted.

(51) California Fire Code Section 903.2.1.7 is amended to read:

903.2.1.6 Multiple Fire Areas. An automatic sprinkler system shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these fire areas is 100 or more.

(52) California Fire Code Section 903.2.2 is amended to read:

903.2.2 Ambulatory Care Facilities. An automatic sprinkler system shall be installed throughout buildings containing an ambulatory care facility.

(53) California Fire Code Section 903.2.3 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided throughout buildings containing Group E occupancies. For public school state-funded construction projects or for public school campuses, Kindergarten through 12th grade, see Section 903.2.19 through 903.2.20.

(54) California Fire Code Section 903.2.4 is amended to read:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout buildings containing a Group F occupancy where gross floor area exceeds 3000 square feet (279m²).

Exceptions:

1. Canopied winery crush pads less than 12,000 square feet in area, provided that all of the following conditions are met:
 - a. The canopy and supporting structure are constructed of non-combustible materials.
 - b. If attached, the crush pad is separated from other portions of the building by one-hour fire-resistive walls.

- c. The crush pad is not used for storage of combustible materials.
 - d. The canopy and supporting structure are incapable of trapping heat, smoke or other byproducts of combustion.
2. Dairy milking facilities less than 12,000 feet in area.
 3. Manufactures of upholstered furniture or mattresses less than 2500 square feet in area.

(55) California Fire Code, Section 903.2.5.1 is amended to read:

903.2.5.1 Group H. An automatic sprinkler system shall be installed throughout buildings containing Group H occupancies.

(56) California Fire Code, Section 903.2.6.1 is deleted.

(57) California Fire Code Section 903.2.7 is amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where gross floor area exceeds 3000 square feet (279m²).

(58) California Fire Code Section 903.2.8.1 is amended to read as follows:

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies and shall be provided throughout all one- and two-family dwellings regardless of square footage in accordance with the California Residential Code. Automatic sprinklers systems shall be installed in all mobile homes, manufactured homes and multi-family manufactured homes with two or more dwelling units in accordance with Title 25 of the California Code of Regulations.

(59) California Fire Code Section 903.2.9 is amended to read:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy where the gross floor area exceeds 3000 square feet (279m²).

Exceptions:

1. Agricultural and Greenhouse buildings as approved by the fire code official.
2. Detached accessory structures to Group R-3 not classified as a dwelling unit and not exceeding 3000 square feet (279m²) in gross floor area.

3. Special occupancy aircraft shade structures as approved by the fire code official, unless required in NFPA409.
4. Volunteer Fire Department vehicle storage barn not exceeding 3000 sq. ft. (279m²) or when approved by the Fire Code Official not exceeding 5,500 sq ft (510m²)..
5. Storage of upholstered furniture or mattresses less than 2500 square feet in area.

(60) California Fire Code Section 903.2.9.1 is deleted.

(61) California Fire Code Section 903.2.10 is amended to read as follows:

903.2.10 Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group B occupancy where the gross floor area exceeds 3,000 square feet (279m²).

(62) California Fire Code Section 903.2.10.1 is deleted.

(63) California Fire Code Section 903.2.11 is amended to read as follows:

903.2.11 Specific Buildings Areas and Hazards. In all occupancies other than detached Group U occupancies not greater than 3,000 square feet (279m²), an automatic sprinkler system shall be installed for building design or hazard in the locations set forth in Sections 903.2.11.1 through 903.2.11.9.

(64) California Fire Code Section 903.2.11.3 exception is deleted.

(65) California Fire Code Section 903.2.11.7 is added to read:

903.2.11.7 High-Piled Storage. An automatic sprinkler system shall be provided throughout buildings containing high-pile combustible storage.

(66) California Fire Code, Section 903.2.11.8 is added to read as follows:

903.2.11.8 Undetermined Use Design. Automatic sprinkler systems installed in buildings or structures of undetermined use shall be designed and installed to have a minimum density of .33 gallons per minute per square foot over a minimum design area of 3,000 square feet (279m²).

(67) California Fire Code, Section 903.2.11.9 is added to read as follows:

903.2.11.9 Elevation of Existing Buildings. An automatic fire extinguishing system shall be installed throughout all existing buildings when the building is elevated to three or more stories, or more than thirty-five feet (35') in height, from grade to the exposed roof.

Exceptions:

1. An automatic fire-extinguishing system need not be provided when the area above 35 feet (35') is provided for aesthetic purposes only and is a non-habitable space.
2. An automatic fire-extinguishing system need not be provided when existing single-family and two-family dwellings are elevated to comply with the requirements of Chapter 7B of the Sonoma County Code, provided that all of the following conditions are met:
 - (a) The elevation creates a building no more than three stories in height
 - (b) Two approved exits that exit directly to the exterior and one exterior stair leading to the lowest level of fire department access are provided from the highest floor.
 - (c) Approved interconnected smoke alarms are installed at each floor level and in all sleeping rooms, and hallways adjacent to sleeping rooms.
 - (d) There is no expansion or modification of use other than installation of the exits required by subparagraph (b) above and a utility room less than 100 square feet. The space created at ground level by the elevation shall be used only as a private parking garage or as unused vacant space.
 - (e) Any addition exceeding Table 903.6 to the building after the elevation shall require installation of an automatic fire-extinguishing system.

(68) California Fire Code, Section 903.4.2 is amended to read as follows:

903.4.2 Alarms. One exterior approved audible or audible visual device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

(69) California Fire Code, Section 903.6 is amended to read as follows:

903.6 Where Required in Existing Buildings and Structures. An automatic sprinkler system shall be provided throughout existing buildings and structures where required in Chapter 11 or that undergo a substantial improvement as defined by CBC Chapter 2 in accordance with Table 903.6.

Exception: Alterations made solely for the purpose of providing barrier removal pursuant to the requirements of the American Disabilities Act (ADA) as contained in exception #4 of CBC Section 11B-204.2.

(70) California Fire Code, Table 903.6 is added to the California Fire Code, to read:

**TABLE 903.6
EXISTING BUILDINGS AND STRUCTURES**

Existing Gross Floor Area ^(d)	Allowable Gross Floor Area Increase
0-1,000 sq. ft.:	200% ^(c)
1,001-4,000 sq. ft.:	100% ^{(a)(c)}
Greater than 4,000 sq. ft.:	50% ^{(a)(b)(c)}

^(a)A 2,000 sq. ft. maximum of an increase is allowed.

^(b)Maximum cumulative allowable gross floor area is 6,000 sq. ft.

^(c)Fire sprinklers are required when additions to Limited Density Owner-Built Rural Dwellings (as described in Sonoma County Code Chapter 7-A) exceed 640 sq. ft. in gross floor area.

^(d)Remodels that are greater than 75% of the original gross floor area.

(71) California Fire Code, Section 905.3.1 is amended to read:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems shall be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9,144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9,144 mm) below the highest level of fire department access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
 - 6.1. Recessed loading docks for four vehicles or less.
 - 6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.
7. When determined by the Fire Code Official a standpipe system is not warranted in three-story buildings.

(72) California Fire Code, Section 912.2 is amended to read:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the fire department connections shall be within 100 feet of a fire hydrant or approved by the fire code official.

(73) California Fire Code, Sections 914.12 through 914.12.2 are added to read:

914.12 Type 3 winery caves as defined in Section 446 of the California Building Code and Sections 914.12.1 and 914.12.2 of the California Fire Code.

914.12.1 Fire Alarm System. An approved manual fire alarm system shall be installed in accordance with section 907.2 in new and existing Type 3 winery caves unless equipped with an automatic sprinkler system installed in accordance with 903.3.1.1. The fire alarm system shall activate the occupant notification system in accordance with 907.5 when the occupant load exceeds 100 or more.

914.12.2 Automatic Sprinkler System. An approved automatic sprinkler system shall be installed in accordance with 903.3.1.1 in all new Type 3 winery caves when the occupant load exceeds 100 or more, or existing winery caves when a change of use is approved by the fire code official.

**CHAPTER 33
FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION**

(74) California Fire Code, Section 3315.3 is amended to read:

3315.3 Where Required. In buildings of combustile construction required to have automatic sprinkler system by Section 903, automatic sprinkler system shall be installed prior to construction exceeding 40 feet in height above the lowest level of fire department vehicle access. Such automatic sprinkler system shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

(75) California Fire Code, Section 3315.4 is added to read:

3315.4 Buildings Being Demolished. Where a building is being demolished and an automatic sprinkler system is existing within such a building, such automatic sprinkler system shall be maintained in an operable condition so as to be available for use by the fire department. Such automatic sprinkler system shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished.

**CHAPTER 39
PROCESSING AND EXTRATION FACILITIES**

(76) California Fire Code, Section 3901.4 is added to read:

3901.4 Technical Assistance Report. A Technical Assistance Report (TAR) shall be required for all new extraction and processing facilities as set forth in Section 104.8.2 to provide a complete analysis of the facility and operations. Additional Technical Reports are required for extraction equipment not listed I accordance with UL 1389 as set forth in Section 3904.2.

(77) California Fire Code, Section 3903.2 is amended to read:

3903.2 Prohibited Occupancies. Extraction processes utilizing flammable gasses or flammable liquids shall not be located in a building containing a Group A, E, I or R occupancy, or occupancies regulated by the California Residential Code.

(78) California Fire Code, Section 3903.3 is added to read:

3903.3 Location. The extraction equipment and extraction processes utilizing hydrocarbon solvents shall be located in a room or area dedicated to extraction. For other than CO₂ and nonhazardous extraction process, the extraction equipment and process shall be separated from other occupancies and uses with fire barriers where required by Section 508.4.

(79) California Fire Code, Section 3903.5 is amended to read:

3903.5 Use of Flammable and Combustible Liquids. Extraction and post oil processing operations using flammable liquids or combustible liquids heated above their flashpoint, including dispensing of flammable liquids between containers, shall be performed in one of the following locations:

1. An exhausted chemical fume hood installed in accordance with the California Building Code and California Mechanical Code.
2. A room or approved exhausted enclosure with an approved exhaust system installed in accordance with the California Mechanical Code.

Electrical equipment used within the chemical fume hood shall be rated for use in flammable atmospheres. Heating of flammable or combustible liquids over an open flame is prohibited.

Exceptions:

1. The use of a heating element not rated for flammable atmospheres, where documentation from the manufacture, or approved testing laboratory indicates the element is rated for heating of flammable liquids.
2. Unheated processes at atmospheric pressure using less than 16 oz. (473 ml) of flammable liquids shall not be required to comply with 3903.5(1) or 3903.5(2).

(80) California Fire Code, Section 3903.5.1 and 3903.5.2 are added to read:

3903.5.1 Electrical Components. All electrical components within the chemical fume hood, room, or exhausted enclosure shall be approved permanent wiring, interlocked such that the exhaust system shall be in operation for lighting and components to be used.

3903.5.2 Refrigerators, Freezers, and Cooling Equipment. Refrigerators, freezers, and other cooling equipment used to store of cool flammable liquids shall be listed for the storage of flammable/combustible liquids or shall be listed for Class I, Division 1 locations, as described in the California Electrical Code.

(81) California Fire Code, Section 3903.6 is amended to read:

3903.6 Liquefied Petroleum Gas. Liquefied petroleum gases (LPG) shall not be released to the atmosphere except when released in accordance with Section 7.3 of NFPA 58. LPG liquid piping systems shall be in compliance with California Fire Code Chapter 61.

(82) California Fire Code, Section 3903.6.1 is added to read:

3903.6.1 Exhaust. An approved exhaust system shall be provided for LPG extractions.

(83) California Fire Code, Section 3903.6.1.1 is added to read:

3903.6.1.1 Installation. The exhaust systems shall be installed and maintained in accordance with the California Mechanical Code.

(84) California Fire Code, Section 3903.6.1.2 is added to read:

3903.6.1.2 Processes. All LPG extraction operations, including processes for off-gassing spent plant material and oil retrieval, shall be conducted within a chemical fume hood, enclosure, or room in compliance with the California Mechanical Code.

(85) California Fire Code, Section 3903.6.2 is added to read:

3903.6.2 Electrical Systems. Electrical equipment shall be in accordance with Section 3903.6..2.1 through 3906.2.5.

(86) California Fire Code, Section 3903.6.2.1 is added to read:

3903.6.2.1 Electrical Bonding and Grounding. All conductive equipment and conductive objects within the exhaust room shall be bonded and grounded in accordance with California Electrical Code.

(87) California Fire Code, Section 3903.6.2.3 is added to read:

3903.6.2.2 Classified Areas. The area within a hood or enclosure used for LPG extractions shall be classified as a Class 1, Division 1 hazardous location in accordance with the California Electrical Code. Areas adjacent to Class 1, Division 1 locations shall be classified in accordance with the California Electrical Code.

(88) California Fire Code, Section 3903.6.2.3 is added to read:

3903.6.2.3 Interlock. All electrical components within the extraction room shall be interlocked with the hazardous exhaust system such that room lighting and other extraction room electrical equipment will only operate when the exhaust system is in operation.

(89) California Fire Code, Section 3903.6.2.4 is added to read:

3903.6.2.4 Emergency Power. An automatic emergency power system shall be provided for the following items, when installed:

1. Extraction room lighting
2. Extraction room ventilation system
3. Solvent gas detection system

Exception: Except where required by other sections of this code, extraction room ventilation systems in existing facilities are not required to have a secondary power source, such as emergency or standby power until such time that the medium of extraction or solvent is changed.

(90) California Fire Code, Section 3903.6.2.5 is added to read:

3903.6.2.5 Gas Detection Systems. Gas detection systems shall be provided with constant non-interlocked power.

(91) California Fire Code, Section 3903.7 is added to read:

3903.7 Carbon Dioxide Extraction. Carbon dioxide extraction shall comply with sections 3903.7.1, 3903.7.2, and 3903.7.3.

(92) California Fire Code, Section 3903.7.1 is added to read:

3903.7.1 Storage and Handling. All carbon dioxide compressed gas cylinders shall be secured in approved method to prevent falling.

(93) California Fire Code, Section 3903.7.2 is added to read:

3903.7.2 Carbon Dioxide Gas Detection. An approved, listed carbon dioxide detection system complying with CFC Section 5307.4 shall be installed in the carbon dioxide extraction room. Auto-calibrating and self-zeroing devices or detectors shall be prohibited.

(94) California Fire Code, Section 3903.7.3 is added to read:

3903.7.3 Carbon Dioxide Discharge. The extraction equipment pressure relief devices and blow-off valves shall be piped to the exterior of the building.

(95) California Fire Code, Section 3903.8 is added to read:

3903.8 Means of Egress. For extraction rooms using hazardous materials, each room shall be provided with at least one exit access door complying with the following:

1. The door shall swing in the direction of egress travel.
2. The door shall be provided with a self-closing or automatic closing device.
3. The door shall be equipped with panic or fire exit hardware.
4. The exit access travel distance cannot be increased as allowed in CFC Section 1017.2.2 for extraction/cultivation facilities.

(96) California Fire Code, Section 3903.9 is added to read:

3903.9 Signage. The NFPA 704 hazard rating diamond sign, minimum 10” in size, and no smoking signs shall be posted on the exterior of the extraction room door.

(97) California Fire Code, Section 3903.9.1 is added to read:

3903.9.1 Safety Data Sheets. All applicable safety data sheets (SDS) shall be posted in the approved location.

(98) California Fire Code, Section 3903.9.2 is added to read:

3903.9.2 Warning Signage. Applicable hazard warning signage shall be posted throughout the facility as applicable for emergency equipment.

(99) California Fire Code, Section 3904.2.2.3 is amended to read:

3904.2.2.3 Site Inspection. Prior to the operation of the extraction equipment, the engineer of record or approved professional, as approved in Section 3904.2, shall inspect the site of the extraction process once equipment has been installed for compliance with the technical report and the building analysis. The engineer or approved professional shall provide a report of findings and observations to the fire code official prior to the approval of the extraction process. The field inspection report authored by the engineer of record shall include the serial number of the equipment used in the process and shall

confirm that the equipment installed is the same model and type of equipment identified in the technical report.

(100) California Fire Code, Section 3904.3 is added to read:

3904.3 Change of Extraction Medium. Where the medium of extraction or solvent is changed from the material indicated in the technical report or as required by the manufacturer, the technical report shall be revised at the cost of the facility owner and submitted for review and approval by the fire code official prior to the use of the equipment with the new medium or solvent.

**CHAPTER 49
REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS**

(101) California Fire Code Section, Section 4905.4 is added to read:

4905.4 Setbacks for Structure Defensible Space. Except where more restrictive requirements apply, construction, projections, openings and penetrations of exterior walls of buildings constructed on parcels within State Responsibility Areas (SRA) shall provide setbacks from the property line and/or exterior wall protection according to table 4905.4 (a) or table 4905.4 (b), in accordance with California Code of Regulations, Title 14, SRA Fire Safe Regulations.

(102) California Fire Code Section 4905.4 (a) and Table 4905.4(b) are added to read:

Table 4905.4(a)

Exterior Walls, within State Responsibility Area, with Automatic Fire Sprinkler Protection

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure <i>from</i> both sides	< 10feet
	(Not fire-resistance rated)	Comply with CRC Sec <i>R337.7</i> or <i>CBC Sec 707A</i>	≥ 10 feet
	(Fire-resistance rated)	1 hour on the underside	< 10 feet

Projections	(Not fire-resistance rated)	Comply with Section <i>CRC Sec R337.9 or CBC Sec.709A</i>	> <u>10</u> feet
Openings in walls	Not allowed	N/A	< 5 feet
	25% maximum of wall area	Apply for Alternate Methods and Materials	> <u>5</u> feet
	25% maximum of wall area	Comply with Section <i>R337.8 or CBC Sec 708A</i>	> <u>10</u> feet
	Unlimited	Comply with Section <i>R337.8 or CBC Sec 708A</i>	> <u>20</u> feet
Penetrations	All	Comply with Section <i>R302.4 or CBC 714.3</i>	< 10 feet
		Comply with Section <i>R327.6 or CBC 706A</i>	> <u>10</u> feet

For SI: 1 foot = 304.8 mm.

Table 4905.4 (b)

Exterior Walls, within State Responsibility Area, without Automatic Residential Fire Sprinkler Protection

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 10 feet
	(Not fire-resistance rated)	Comply with Section R337.7 or CBC Sec 707A	> <u>10</u> feet
Projections	(Fire-resistance rated)	1 hour on the underside	< 10 feet
	(Not fire-resistance rated)	Comply with Section R337.9 or CBC Sec.709A	> <u>10</u> feet
Openings in walls	Not allowed	N/A	< 10 feet
	25% maximum of wall area	Comply with Section R337.8 or CBC Sec 708A	> <u>10</u> feet
	Unlimited	Comply with Section R337.8 or CBC Sec 708A	> <u>20</u> feet
Penetrations	All	Comply with Section R302.4 or CBC 714.3	< 10 feet
		Comply with Section R337.6 or CBC 706A	> <u>10</u> feet

For SI: 1 foot = 304.8 mm.

**CHAPTER 53
COMPRESSED GASES**

(103) California Fire Code, Section 5307.2 is amended to delete exception #1.

(104) California Fire Code, Section 5307.3.2.1 is added to read:

5307.3.2.1 Gas Detection System. Indoor storage and use areas and storage buildings shall be provided with a gas detection system complying with Section 916.

**CHAPTER 56
EXPLOSIVES AND FIREWORKS**

(105) California Fire Code, Section 5608.1.2 is added to read:

5608.1.2 Permit Required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to the performance of any

firework display. Application for such approval shall be made in writing no less than twenty (20) days prior to the proposed display. The application shall be considered and acted upon by the fire code official or authorized designee pursuant to this Chapter and Title 19, Chapter 6, Article 3 - Licenses of the California Code of Regulations. Any permit for a fireworks display may be suspended or revoked at any time by the Fire code official or authorized designee.

(106) California Fire Code, Section 5608.2 is added to read:

5608.2 Limitations. Possession, storage, offer or expose for sale, sell at retail, gift or give away, use, explode, discharge, or in any manner dispose of fireworks is prohibited within the limits established by law as the limits of the districts in which such possession, storage, offer or exposure for sale, retail sale, gifting, use, explosion, discharge, or disposal of fireworks is prohibited

Exception: Firework displays authorized pursuant to section 5608.1 for which a permit has been issued.

**CHAPTER 57
FLAMMABLE AND COMBUSTIBLE LIQUIDS**

(107) California Fire Code, Section 5704.2.9.6.1 is amended to read:

5704.2.9.6.1 Locations Where Above-Ground Tanks Are Prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of the districts in which such storage is prohibited in any area as established by applicable land-use and zoning standards.

(108) California Fire Code, Section 5706.2.4.4 is amended to read:

5706.2.4.4 Locations Where Above-Ground Tanks are Prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of the districts in which such storage is prohibited in any area as established by applicable land-use and zoning standards.

(109) California Fire Code, Section 5707 is deleted.

**CHAPTER 58
FLAMMABLE GASES AND FLAMMABLE CRYOGENIC FLUIDS**

(110) California Fire Code, Section 5806.2 is amended to read:

5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of the districts in which such storage is prohibited in any area as established by applicable land-use and zoning standards.

CHAPTER 61 LP GASES

(111) California Fire Code, Section 6104.2 is amended to read:

6104.2 Maximum Capacity Within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons in any area as established by applicable land-use and zoning standards.

Exception: (No change)

(112) California Fire Code, Section 6107.5 is added to read:

6107.5 Seismic Anchoring. An approved seismic anchoring system shall be installed on all permanently installed, propane/LPG gas containers.

CHAPTER 80 REFERENCED STANDARDS

(113) California Fire Code, NFPA, Section 13-22, Section 29.4.1 is amended to read:

29.4.1 The installing contractor shall identify a hydraulically designed sprinkler system with permanently raised, stamped or etched marked weatherproof metal or ridged plastic sign secured with corrosion resistant wire, chain, or other approved means.

(114) California Fire Code, NFPA, Section 13-22, Section 29.5.1 is amended to read:

29.5.1 The installing contractor shall identify a pipe schedule sprinkler system with permanently raised, stamped or etched marked weatherproof metal or ridged plastic sign secured with corrosion resistant wire, chain, or other approved means.

(115) California Fire Code, NFPA, Section 13D-16, Section 5.1.1.2 is amended to read:

5.1.1.2 A supply of at least three sprinklers shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

(116) California Fire Code, NFPA, Section 13D-16, Section 5.1.1.2.1 is added to read:

5.1.1.2.1 The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property. The stock sprinklers shall include not less than one sprinkler of all types and ratings installed.

(117) California Fire Code, NFPA, Section 13D-16, Section 5.1.1.2.2 is added to read:

5.1.1.2.2 The sprinklers shall be kept in a mounted and accessible cabinet located where the temperature to which they are subjected will at no time exceed the maximum ceiling temperatures specified in Table 5.1.1.6.1 for each of the sprinklers within the cabinet.

(118) California Fire Code, NFPA, Section 13D-16, Section 5.1.1.3 is added to read:

5.1.1.3 One sprinkler wrench as specified by the sprinkler manufacture shall be provided in the cabinet for each type of sprinkler installed to be used for the removal and installation of sprinklers in the system.

(119) California Fire Code, NFPA, Section 13D-16, Section 6.2.3.4 is added to read:

6.2.3.4 Exterior pumps shall be installed in a ventilated and weather protected area or shelter or in accordance with the manufacturer's recommendations.

(120) California Fire Code, NFPA, Section 13D-16, Section 7.2.7 is added to read:

7.2.7 An inspectors test valve shall be provided and installed at the furthest most remote location of the system.

(121) California Fire Code, NFPA, Section 13D-16, Section 7.6 is added to read:

7.6 Alarms. A local waterflow alarm shall be provided on all sprinkler systems on the exterior of the home within 10 feet of the riser location, or as approved by the fire code official.

APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

(122) California Fire Code Section Appendix B, Section B101.1 is amended to read:

B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this Appendix. This Appendix does not apply to structures other than buildings. This section applies to residential and commercial developments. Design and construction shall be in accordance with the following sections

unless otherwise authorized by the fire code official in accordance with Chapter 1, Division II, Section 104.9 Alternative Materials and Methods.

(123) California Fire Code Section Appendix B, B103.3 is amended to read:

B103.3 Areas Without Water Supply Systems. For information regarding water supplies for firefighting purposes in rural and suburban areas in which adequate water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142, the International Wildland-Urban Interface Code.

(124) California Fire Code Section Appendix B Table B105.2 is amended to read:

TABLE B105.2
Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE- FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX C
FIRE HYDRANT LOCATIONS AND DISTRIBUTION

(125) California Fire Code Section Appendix C, Section C101.1 is amended to read:

C101.1 Scope. In addition to the requirements of Section 507.5.1 of the California Fire Code fire hydrants shall be provided in accordance with this Appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction. This section applies to residential and commercial developments. Design and construction shall be in accordance with the following sections unless otherwise authorized by the fire code official in accordance with Chapter 1, Division II, Section 104.9 Alternative Materials and Methods.

Exception: Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:

1. California State Parks buildings of an accessory nature (restrooms).
2. Safety Roadside Rest Areas (SRRA), public restrooms.
3. Truck Inspection Facilities (TIF), CHP office space, and vehicle inspection bays.
4. Sand/salt storage buildings, storage of sand and salt.
5. Volunteer fire facilities, including office space and vehicle storage bays.

(126) California Fire Code Section C103.1 is amended to read:

C103.1 Hydrant Spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be approved by the fire code official.

**APPENDIX D
FIRE APPARATUS ACCESS ROADS**

(127) California Fire Code Section Appendix D, Section D101.1 is amended to read:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this Appendix as amended and all other applicable requirements of the California Fire Code. This section applies to residential and commercial developments. Design and construction shall be in accordance with the following sections unless otherwise authorized by the fire code official in accordance with 104.9 Alternative Materials and Methods.

Exception: One- and two-family residential dwellings; detached U occupancy buildings less than 1,000 square feet in area accessory to a one- or two-family dwelling; and agricultural exempt buildings less than 8,000 square feet in area may comply with the fire apparatus access road requirements of the Town of Windsor.

(128) California Fire Code Section Appendix D, Section D102.1 is amended to read:

D102.1 Access and Loading Commercial. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds or as approved by the fire code official.

(129) California Fire Code Appendix D Section D103.1 is deleted.

(130) California Fire Code Appendix D Section D103.2 is amended to read:

D103.2 Grade. Fire apparatus access roads shall be in accordance with the Town of Windsor Standards or as approved by the fire code official.

(131) California Fire Code Appendix D Section D103.3 is amended to read:

D103.3 Turning Radius. The minimum turning radius shall be determined by Town of Windsor Standards or as approved by the fire code official.

(132) California Fire Code Appendix D Section D103.4 is amended to read:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turnaround provisions in accordance with the Town of Windsor Standards or as approved by the fire code official.

(133) California Fire Code Appendix D Table D103.4 is deleted.

(134) California Fire Code Appendix D Section D103.6 is amended to read:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with the California Vehicle Code.

(135) California Fire Code Appendix D Section D103.6.1 is deleted.

(136) California Fire Code Appendix D Section D103.6.2 is deleted.

(137) California Fire Code Appendix D Section D104.3 is amended to read:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses unless otherwise approved by the fire code official.

(138) California Fire Code Appendix D Section D106.1 is amended to read and the exception deleted as follows:

D106.1 Projects Having More Than 50 Dwelling Units. Multiple-family residential projects having more than 50 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

(139) California Fire Code Appendix D Section D106.2 is deleted.

(140) California Fire Code Appendix D Section D106.3 is amended to read:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses unless otherwise approved by the fire code official.

(141) California Fire Code Appendix D Section D107.1 exceptions #1 and #2 are deleted.

(142) California Fire Code Appendix D Section D107.2 is amended to read:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses unless otherwise approved by the fire code official.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Sonoma County Fire Distric
(Governing Body) (Name of Applicant)

THAT Board President, OR
(Title of Authorized Agent)

Fire Chief, OR
(Title of Authorized Agent)

Finance Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Sonoma County Fire District, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Sonoma County Fire District, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 17th day of January, 2023

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)



Sonoma County Fire District Board of Directors
Staff Report

Date: January 17, 2023

Topic: Authorize the Fire Chief to sign a contract with Wittman Enterprises, LLC. for Emergency Medical Services (EMS) billing services

Recommendation:

Authorize Chief Heine to execute a contract with Wittman Enterprises, LLC. for EMS Billing services.

Financial Impact:

It is estimated that the district will see savings of approximately \$13,000 per year in EMS billing costs with the adoption of this new contract. This is based on our previous call volume and will vary depending on the number of calls and the distribution of transport and non-transport calls.

Background:

EMS billing is a specialized field that requires unique skills, education, and experience. The district has contracted with Wittman Enterprises, LLC. since 2020 for ambulance transport and first responder billing. Currently, the district pays Wittman 5% of net collections for all EMS billing (transport and non-transport). This updated agreement reduces the percentage paid to Wittman for ambulance transport bills from 5% to 3.99% and increases the rate on non-transport from 5% to 8% of net collections. Using call volume from 2022, staff expects that these new rates will save the district over \$13,000 per year in billing costs. The contract provides for renegotiation of rates if there is a material change in call volume, payor mix, or if the District enters into a contract with the County to expand ambulance services. If we are the successful bidder for the EOA-1 contract, we will reexamine EMS billing practices and options.

Staff recommends the Board of Directors authorize the Fire Chief to execute and sign the proposed contract with Wittman Enterprises, Inc.

**AGREEMENT FOR PROFESSIONAL
AMBULANCE BILLING SERVICES AND RELATED BUSINESS ASSOCIATE
AGREEMENT BETWEEN THE SONOMA COUNTY FIRE DISTRICT
AND WITTMAN ENTERPRISES, LLC**

This Agreement made and entered into this, 17th day of January 2023, by and between Sonoma County Fire District, hereinafter referred to as "PROVIDER," and Wittman Enterprises, LLC, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, PROVIDER desires to use the billing service offered by CONTRACTOR an independent contractor, as its agent for the purpose of performing the services described herein; and

WHEREAS, concurrently with entering into this Agreement that parties are also entering into the HIPAA Business Associate Agreement ("HIPAA Agreement"), attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, this Agreement is the "UNDERLYING Agreement" as defined by and referenced in the HIPAA Agreement.

AGREEMENT

The parties incorporate the foregoing recitals as part of this Agreement and agree as follows:

1. TERM

The initial term of this AGREEMENT will be for one (1) calendar year, effective January 17, 2023 through January 16, 2024. Should a substantial change in the expected number of transports occur during the AGREEMENT period, PARTIES agree to reexamine TERM and COMPENSATION at that time. PARTIES may terminate this AGREEMENT upon 90-days written notice to the other party. In the event of termination, CONTRACTOR shall be paid for work performed to the termination date and for continued work in progress six (6) months following the termination of the AGREEMENT.

2. SCOPE OF SERVICES:

CONTRACTOR will perform services as set forth detailed in this section. PROVIDER understands, agrees to, and accepts that CONTRACTOR has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that CONTRACTOR relies on PROVIDER for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the Business Associate Agreement (HIPAA Agreement) which is attached as Exhibit A and incorporated by reference as if fully set forth. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control, as set forth in Section 5.3 of the HIPAA Agreement.

2.1 Insurance Information Gathering

CONTRACTOR to prepare all Request for Insurance Information mailings. A toll free 800-like telephone number will be provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If they receive no answer on this call, W.E will send an inquiry letter in addition to the initial invoice.

2.2 Medicare and Medi-Cal

CONTRACTOR will prepare all invoices and electronically convey to Medicare and Medi-Cal fiscal intermediaries within seven (7) days of receipt patient documentation. All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within 24 hours to that source.

2.3 Workers' Compensation and Private Insurance

CONTRACTOR to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow-up necessary to secure insurance payments will be performed by CONTRACTOR

2.4 Delinquent Claim Handling

Telephone follow up at a minimum of 3 calls will continue to the patient until insurance information is received, or account is returned to the PROVIDER for collection or other handling. CONTRACTOR will provide PROVIDER a report listing all accounts that have been inactive for six (6) months in a format specified by PROVIDER.

2.5 Receipts Processing

CONTRACTOR will accept payments in the form of cash, check, money order, cashier's check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. CONTRACTOR shall have no access to the proceeds of the receipts. All funds are under the exclusive control of PROVIDER.

Any credit card fees incurred through payment processing will be the responsibility of the PROVIDER. A credit card processor/merchant account will be designated and set up by PROVIDER.

2.6 Refunds

CONTRACTOR will research and verify all overpayments. If a refund is required, CONTRACTOR will submit electronically all supporting documentation to PROVIDER upon completion of research. PROVIDER will issue payment directly to specified party and will send an electronic copy to CONTRACTOR, to be posted to the Patients account within 24 hours.

2.7 Reports

Monthly, CONTRACTOR will perform accurate month end close procedures that will result, as a minimum, in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Such reports will be available to PROVIDER on the 15th day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month.

2.7.1 Special Reporting

Included in CONTRACTOR's scope and fees is providing the billing reporting required by the GEMT, IGT, QAF, and other similar government reimbursement programs. Distribution of our reports will follow GEMT, IGT, QAF, and other program deadlines and instructions. CONTRACTOR will not complete nor submit cost reports to these programs on PROVIDER's behalf.

2.8 Source Documents

CONTRACTOR will retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident. When service contracted is terminated, all source documents are returned to PROVIDER in an electronic format at PROVIDER's expense.

3. COMPENSATION AND PAYMENT

CONTRACTOR will provide the billing services as stated for a fee as outlined in 3.1. CONTRACTOR will invoice Provider at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by CONTRACTOR within thirty (30) calendar days of the invoice date.

3.1 Fees

- | | | |
|----|--------------------------------------|--------------------------|
| A. | Ambulance Transport Billing Services | 3.99% of net collections |
| B. | Non-Transport Billing Services | 8.00% of net collections |
| C. | Monthly and Special Reports | Included |

3.1.1 Automatic Contract Renewal

PROVIDER and CONTRACTOR agree that TERM and COMPENSATION will be renewed automatically unless either party chooses to opt out of the AGREEMENT as stated in Section 1: Term.

4. FINANCE CHARGE

Contractor invoices unpaid by more than forty-five (45) days are subject to a monthly interest charge of 1 1/2% unless in dispute.

5. AGENCY RELATIONSHIP

CONTRACTOR is an independent billing service contractor and PROVIDER specifically designates CONTRACTOR as its agent for the purpose of performing the services described in Section 11 of this Agreement. CONTRACTOR and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by CONTRACTOR on behalf of PROVIDER only so long as this Agreement remains in effect.

5.1 Liaison

PROVIDER shall assign a liaison for conference and communication of any matters subject to the services provided by the contract.

5.2 Coordination of Services

The CONTRACTOR and PROVIDER mutually agree that person(s) who have knowledge of this agreement and the legal capacity to comply with this agreement shall be available for conference at all regular business hours (PST). Each party agrees that during a time that this agreement is in effect, the responsible contact person(s) will be available at all regular business hours (PST) for communication or other matters of this agreement. The current contact information as of the signing of this agreement is:

Primary Contact for CONTRACTOR

Name: Jennifer Gentry
Title: Client Liaison
Address: 11093 Sun Center Drive
Rancho Cordova, CA 95670
Phone: 916-669-4621
Email: jgentry@webillems.com

Primary Contact for PROVIDER

Matt Windrem
Division Chief of EMS
8200 Old Redwood Highway
Windsor, CA 95492
707-892-2246
mwindrem@sonomacountyfd.org

5.3 Training

CONTRACTOR will provide annual revenue enhancement training for EMS and financial staff. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for PROVIDER general staff and six (6) hours for EMS management. Additional training as requested by PROVIDER at a contract rate of \$85.00 per instructional hour. Additional onsite training as requested by PROVIDER at a contract rate of \$100.00 per hour plus travel expenses.

6. PERFORMANCE MONITORING

CONTRACTOR agrees to allow PROVIDER, or any agent or Consultant as they deem so qualified, to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used.

7. COMPLYING WITH THE LAW

CONTRACTOR shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

8. INSURANCE

CONTRACTOR will maintain in force throughout the term of this Agreement the following insurance:

- | | | |
|-----|-----------------------------------|-----------------------|
| 8.1 | General Liability Insurance, | \$3,000,000 aggregate |
| 8.2 | Professional liability Insurance, | \$1,000,000 |
| 8.3 | Workers Compensation Insurance, | \$1,000,000. |

9. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR hereby agrees to indemnify, defend, and save harmless PROVIDER, its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of CONTRACTOR its officers, or employees.

PROVIDER agrees to defend, indemnify and hold CONTRACTOR and its officers, and employees harmless from and against any and all claim, actions, damages, expenses (including reasonable attorney's fees), losses or liabilities incurred by or asserted against CONTRACTOR its officer or employees as a result of this Agreement; provided, however, that such duty to defend, indemnify and hold harmless shall not apply to any claim or liability to the extent caused by the negligent or intentional act, recklessness or gross negligence of CONTRACTOR its officers, or employees.

10. CONTRACTOR LIMITED LIABILITY

CONTRACTOR shall use due care in processing the claims of the PROVIDER, but CONTRACTOR will be responsible only to the extent of correcting any errors which occur within CONTRACTOR's reasonable control; such errors will be corrected at no additional charge to PROVIDER. This liability of CONTRACTOR with respect to this Paragraph shall in any event be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability, regardless of the form of action.

11. CONTRACTOR SERVICES AND RESPONSIBILITIES

CONTRACTOR shall perform the following services for PROVIDER.

- a) screen, prepare, and submit claims to any and all payors including but not necessarily limited to individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of pay for ambulance.
- b) track and trace all claims submitted,

- c) resubmit or otherwise resolve denied or disallowed claims,
- d) retain all source documents for 72 months,
- e) provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law.
- f) timely submit claims, predicated upon normal working conditions and subject to adjustment at any time in the event of any cause or causes beyond the control of CONTRACTOR
- g) conduct all contact and correspondence with beneficiaries or responsible parties.

12. PROVIDER RESPONSIBILITIES

Provider shall have the following responsibilities to CONTRACTOR

- a) Provide CONTRACTOR with the proper documentation necessary to prepare claims and reach final adjudication,
- b) Provide CONTRACTOR with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for CONTRACTOR to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.
- c) Obtain patient signature or patient representative signature on trip ticket or indicate why unable to obtain signature.

13. DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure 1283.05 is incorporated into the discovery provisions of CCP §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

14. EXCUSE OF NON-PERFORMANCE

Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

15. DISENGAGEMENT AGREEMENT

Upon termination of the contract, CONTRACTOR will continue to perform billing services to the date agreed upon as the termination date. CONTRACTOR will return to PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the PROVIDER's expense.

16. NOTICE

Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the Party to whom the notice is directed, or if transmitted by electronic format to the email address contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified in this Agreement.

CONTRACTOR:

Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670
Email cwittmanwong@webillems.com

PROVIDER:

Mark Heine, Fire Chief
8200 Old Redwood Highway
Windsor, CA 95492
Email mheine@sonomacountyfd.org
Secondary: Terri Bolduc, Finance Manager
Email tbolduc@sonomacountyfd.org

17. ENTIRETY

Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the rights of the waiving party to require observance, performance or satisfaction either of that term or condition as its applies on the subsequent occasion or of any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third persons any rights of subrogation or action over against any party to this Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other Agreements expressed or implied, oral or written, except as set forth herein.

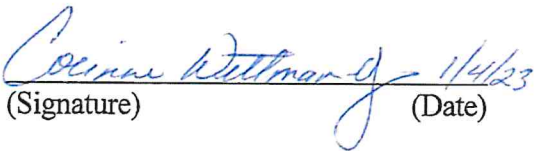
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein above written.

WITTMAN ENTERPRISES, LLC

SONOMA COUNTY FIRE DISTRICT

By:
Corinne Wittman-Wong, CEO

By:
Mark Heine, Fire Chief


(Signature) (Date)

(Signature) (Date)

Exhibit "A"

Wittman Enterprises, LLC Business Associate Agreement

Between Wittman Enterprises, LLC and Sonoma County Fire District

This Business Associate Agreement ("Agreement") between Sonoma County Fire District (Covered Entity) and Wittman Enterprises, LLC (Business Associate) is executed to ensure that Wittman Enterprises, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Sonoma County Fire District in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Wittman Enterprises, LLC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the District any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Sonoma County Fire

District without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Wittman Enterprises, LLC agree to the same restrictions, conditions, and requirements that apply to Wittman Enterprises, LLC with respect to such information;
5. Make PHI in a designated record set available to the Sonoma County Fire District and to an individual who has a right of access in a manner that satisfies the District's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Sonoma County Fire District, or take other measures necessary to satisfy the District's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the District or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Sonoma County Fire District's obligations under 45 CFR §164.528;
8. To the extent that Wittman Enterprises, LLC is to carry out any of the Sonoma County Fire District's obligations under the HIPAA Privacy Rule, Wittman Enterprises, LLC shall comply with the requirements of the Privacy Rule that apply to the District when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Wittman Enterprises, LLC on behalf of the Sonoma County Fire District, available to the Secretary of the District of Health and Human Services for purposes of determining Wittman Enterprises, LLC and the District's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Sonoma County Fire District notifies Wittman Enterprises, LLC of any restriction on the use or disclosure of PHI that the District has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the District is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Wittman Enterprises, LLC agrees to assist the Sonoma County Fire District in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the District's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the District agrees to implement reasonable policies and procedures designed to detect, prevent,

and mitigate the risk of identity theft; and (d) alerting the District of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the District of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Wittman Enterprises, LLC on behalf of the Sonoma County Fire District include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Sonoma County Fire District to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the District to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Wittman Enterprises, LLC has been engaged to perform on behalf of the District.

D. Termination

1. The Sonoma County Fire District may terminate this Agreement if the District determines that Wittman Enterprises, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Wittman Enterprises, LLC shall return to the District or destroy all PHI received from the District, or created, maintained, or received by Wittman Enterprises, LLC on behalf of the District that Wittman Enterprises, LLC still maintains in any form. Wittman Enterprises, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

AGREED TO THIS SEVENTEENTH DAY OF JANUARY, 2023

Wittman Enterprises, LLC

Sonoma County Fire District

Signature: *Coleman Wittman*

Signature: _____

Title: CEO

Title: _____

Date: 1/4/23

Date: _____

Sonoma County Fire Districts' Association

VOTING INFORMATION AND BALLOT

December 27, 2022

Greetings:

At our meeting of January 26, we will be electing a President & Vice President.

We have four qualified and excellent candidates. Steve Klick is a Director from the Sonoma County Fire District is a candidate for President; Shepley Schroth-Cary, Fire Chief of the Gold Ridge FPD, is running for VP, while Fred Peterson and Mark Hemmendinger, are running together on the same ticket for President/Vice-President respectively. Fred Peterson is a Director from the Northern Sonoma County Fire District; and Mark Hemmendinger is a Director from the Rancho Adobe Fire District.

The SCFDA Bylaws are clear on the method of election.

Article VII- Voting:

Regular Members shall be entitled to one (1) vote. Vote shall be cast by designated representative of said District, upon a Roll Call Vote.

Neither Associate nor Honorary Members are entitled to vote.

For this election we will have a roll call vote at the meeting. One designated representative of each regular member Fire District shall cast a vote when that District's name is called. Each District shall appoint a designated representative to cast the District's vote. The manner of designating a representative is left to the District to determine. I would suggest placing it on the agenda of your Board meeting and voting to designate one member to cast the vote.

We are also offering to any member district the option of emailing your vote to the current President of the Association prior to the meeting if you find that none of your members can attend. The President will send a receipt to the district for your ballot. The President will cast the vote when the district's name is called.

Please respond on/or before January 23, 2023.



Ballot

The _____ Fire District casts its Regular Member vote for
SCFDA President and Vice President for:

Director Steve Klick, Sonoma County Fire District: President

Chief Shepley Schroth-Cary, Gold Ridge Fire District: Vice-President

Director Fred Peterson, Northern Sonoma County Fire District: President
Director Mark Hemmendinger, Rancho Adobe Fire District: Vice-Pres.

This ballot has been cast by _____, the designated
representative of the District.

Date: _____

Sonoma County Fire District
Balance Sheet
 As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
103-Summit -SCFD-Ambulance	138,829.20
105-Summit- Checking	291,601.20
107-Summit- Payroll	73,761.85
109-Summit- ICS	
Apparatus Replacement Fund	500,000.00
Emergency Ambulance Serv. Fu...	1,500,000.00
Emergency Fund	3,600,000.00
Equipment Replacement Fund	46,000.00
Facilities Capital Improv. Fund	5,000,000.00
109-Summit- ICS - Other	9,512,614.79
Total 109-Summit- ICS	20,158,614.79
111-Summit-Fire Impact Fee	
112-Fire Impact Fees @ TOW	104,687.37
TOW Fire Impact Fees- SCFD	937,404.23
Total 112-Fire Impact Fees @ TOW	937,404.23
Retiree Health Benefit Fund	
Retiree Health Benefit Fund	3,494,584.47
Total Checking/Savings	25,199,483.11
Total Current Assets	25,199,483.11
TOTAL ASSETS	25,199,483.11
LIABILITIES & EQUITY	25,199,483.11

4:13 PM
01/11/23
Accrual Basis

Bodega Bay Fire Protection District
Balance Sheet
As of December 31, 2022

	<u>Dec 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
10010 · Chkg - Payroll Acct #5388	2,427.13
10020 · Chkg - Amb Billing Acct # 5362	56,547.58
10030 · Chkg - Amb Reimb Acct # 5347	195,155.99
10040 · Chkg - Grant Acct #5354	293,055.83
10050 · Chkg - CAA Sink Acct # 5370	4,369.95
10060 · Chkg- New General Acct # 3267	697,350.38
Total Checking/Savings	<u>1,248,906.86</u>
Total Current Assets	<u>1,248,906.86</u>
TOTAL ASSETS	<u><u>1,248,906.86</u></u>
LIABILITIES & EQUITY	0.00

Sonoma County Fire District 2022-2023 FY Budget vs. Actual

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
10 - Taxes				
1000 Property Taxes- CY Secured	0.00	11,447,045.00	-11,447,045.00	0.0%
1001 CY Special Tax	0.00	7,738,700.00	-7,738,700.00	0.0%
1008 RDA Increment	0.00	-884,100.00	884,100.00	0.0%
1011 Prop Tax Collection Fee	0.00	-121,500.00	121,500.00	0.0%
1014 AB 1290 RDA Pass-Through	0.00	245,400.00	-245,400.00	0.0%
1017- Residual Prop Tax	0.00	533,200.00	-533,200.00	0.0%
1020 Prop Taxes- CY Supp	0.00	163,200.00	-163,200.00	0.0%
1040 Prop Taxes- CY Unsecure	0.00	329,300.00	-329,300.00	0.0%
1061 PY Special Tax	0.00	96,200.00	-96,200.00	0.0%
Total 10 - Taxes	0.00	19,547,445.00	-19,547,445.00	0.0%
13- Licenses/ Permits				
1347 Mitigation Fees	2,302.00			
Total 13- Licenses/ Permits	2,302.00			
17- Use of Money/Property				
1700 Interest on Pooled Cash	9,709.31	20,000.00	-10,290.69	48.5%
1800 Rents & Concessions	20,979.46	56,500.00	-35,520.54	37.1%
Total 17- Use of Money/Property	30,688.77	76,500.00	-45,811.23	40.1%
20- Intergovernmental Revenues				
2440 ST HOPTR	0.00	48,300.00	-48,300.00	0.0%
2495- County Abatement Program	29,034.35	150,000.00	-120,965.65	19.4%
2500 Grant Income	0.00	140,788.00	-140,788.00	0.0%
2600-County Tax Exchange	3,126,000.00	5,014,900.00	-1,888,900.00	62.3%
2700- Town of Windsor	11,050.00	126,000.00	-114,950.00	8.8%
2750 Federal Grant	0.00	994,788.00	-994,788.00	0.0%
2900 Refunds- ST Wages	17,206.20	0.00	17,206.20	100.0%
2905 Refunds- ST Other	13,810.65	0.00	13,810.65	100.0%
2906 Refunds- ST Apparatus	7,657.85	0.00	7,657.85	100.0%
Total 20- Intergovernmental Reven...	3,204,759.05	6,474,776.00	-3,270,016.95	49.5%
30- Charges for Services				
3145 Plans & Specs	45,166.94	143,000.00	-97,833.06	31.6%
3600 Reach Helicopter Program	90,000.00	180,000.00	-90,000.00	50.0%
3601 Fire Impact Fees	995,165.04			
3670- Ambulance Billings	781,389.35	4,660,000.00	-3,878,610.65	16.8%
Total 30- Charges for Services	1,911,721.33	4,983,000.00	-3,071,278.67	38.4%
40- Miscellaneous Revenue				
4040 Misc. Revenue	16,180.86	58,750.00	-42,569.14	27.5%
4041 Graton Rancheria	0.00	973,500.00	-973,500.00	0.0%
4103 Work Comp Reimbursement	98,906.49	100,000.00	-1,093.51	98.9%

Sonoma County Fire District 2022-2023 FY Budget vs. Actual

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
4104 Insurance reimbursement	3,006.01			
4159 Lytton Tribal Funds	0.00	115,000.00	-115,000.00	0.0%
Total 40- Miscellaneous Revenue	118,093.36	1,247,250.00	-1,129,156.64	9.5%
Total Income	5,267,564.51	32,328,971.00	-27,061,406.49	16.3%
Expense				
50 Salaries/Employ Benefits				
5906 Volunteer Firefighters	0.00	30,000.00	-30,000.00	0.0%
5907 Apprentice Firefighters	15,910.00	60,000.00	-44,090.00	26.5%
5910 Perm Position	3,411,785.78	13,115,884.00	-9,704,098.22	26.0%
5912 Overtime	788,939.71	2,100,000.00	-1,311,060.29	37.6%
5913 On-Call Stipends	26,050.00	109,500.00	-83,450.00	23.8%
5914 Overtime-ST	278,052.06	0.00	278,052.06	100.0%
5916 OT ST Coverage	107,640.39			
5919 Overtime-COVID	4,022.64	0.00	4,022.64	100.0%
5921 Overtime- Work Down	3,516.14			
5923 PERS District Expense	859,540.58	2,371,786.00	-1,512,245.42	36.2%
5924 Medi/FICA	74,828.92	182,927.00	-108,098.08	40.9%
5929- Retiree Health Insurance	93,210.80	258,215.00	-165,004.20	36.1%
5930 Health Insurance	839,632.38	2,082,817.00	-1,243,184.62	40.3%
5931 Disability Insurance	14,935.00	36,300.00	-21,365.00	41.1%
5932 Dental Insurance	67,492.56	178,593.00	-111,100.44	37.8%
5933 Life Insurance	6,663.45	7,590.00	-926.55	87.8%
5934 Vision Insurance	4,324.20	10,398.00	-6,073.80	41.6%
5935 Unemployment Insure	1,070.38	26,189.00	-25,118.62	4.1%
5940 Worker's Comp Premium	299,422.00	1,135,500.00	-836,078.00	26.4%
5969- Deferred Comp	17,450.00	52,800.00	-35,350.00	33.0%
5971- PTO Payout	0.00	102,913.00	-102,913.00	0.0%
5972 Medical Stipend	9,272.00	27,816.00	-18,544.00	33.3%
Total 50 Salaries/Employ Benefits	6,923,758.99	21,889,228.00	-14,965,469.01	31.6%
60 - Services/Supplies				
6015 Annexation Costs	15,109.43	75,000.00	-59,890.57	20.1%
6021 Uniform Expense	17,750.50	103,300.00	-85,549.50	17.2%
6022 Safety Clothing	21,428.41	175,000.00	-153,571.59	12.2%
6040 Communications	1,813.25	119,000.00	-117,186.75	1.5%
6060 Food	4,662.29	15,000.00	-10,337.71	31.1%
6084 Janitorial Supplies	7,199.50	25,000.00	-17,800.50	28.8%
6100-Insurance	342,825.60	343,000.00	-174.40	99.9%
6140 Maintenance Equip. & Appar	73,598.49	354,074.00	-280,475.51	20.8%
6154 Maintenance-Hose Replace	0.00	149,101.00	-149,101.00	0.0%
6180 Maintenance Buildings/Imp.	26,219.58	115,603.00	-89,383.42	22.7%
6261 Medical Supplies	99,520.02	576,000.00	-476,479.98	17.3%

**Sonoma County Fire District
2022-2023 FY Budget vs. Actual**

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
6280 Memberships	14,389.20	24,900.00	-10,510.80	57.8%
6300 Prevention Materials	9,202.14	24,000.00	-14,797.86	38.3%
6400 Office Expense	2,529.89	20,000.00	-17,470.11	12.6%
6410 Postage	695.92	5,500.00	-4,804.08	12.7%
6457 Computer Charges	77,731.33	319,646.00	-241,914.67	24.3%
6461 Employee Wellness Progra...	8,323.74	129,925.00	-121,601.26	6.4%
6462- Furniture	4,360.40	20,000.00	-15,639.60	21.8%
6463 Resource Materials	34,033.80	59,000.00	-24,966.20	57.7%
6500 Professional Services	418,374.44	3,350,000.00	-2,931,625.56	12.5%
6501 Abatement Contractors	28,938.35	166,000.00	-137,061.65	17.4%
6526 Dispatch Services	75,745.76	22,600.00	53,145.76	335.2%
6587 LAFCO charges	37,185.00	36,500.00	685.00	101.9%
6610 Legal Services	179,450.13	175,000.00	4,450.13	102.5%
6630 Audit/Accounting Services	0.00	31,550.00	-31,550.00	0.0%
6633 Payroll Expense	5,210.05	18,000.00	-12,789.95	28.9%
6634 Bank Service Charges	30.00	500.00	-470.00	6.0%
6666- Ambulance Charges	35,483.46	77,700.00	-42,216.54	45.7%
6669-GEMT QAF Expense	5,609.52	185,000.00	-179,390.48	3.0%
6800 Public/Legal Services	398.00	3,500.00	-3,102.00	11.4%
6820 Rent/Leases Equipment	16,965.93	51,838.00	-34,872.07	32.7%
6880 Small Tools/Instruments	23,775.40	119,274.00	-95,498.60	19.9%
6881 Safety Equipment	8,103.63	77,000.00	-68,896.37	10.5%
7005 - Election Costs	0.00	200,000.00	-200,000.00	0.0%
7120 Training-in-Service	34,339.98	248,036.00	-213,696.02	13.8%
7150- Employee Recognition	2,043.18	5,000.00	-2,956.82	40.9%
7201 Gas/Oil	66,499.04	175,000.00	-108,500.96	38.0%
7300 Travel/Transportation	18,937.12	50,000.00	-31,062.88	37.9%
7320 Utilities	93,203.18	310,000.00	-216,796.82	30.1%
Total 60 - Services/Supplies	1,811,685.66	7,955,547.00	-6,143,861.34	22.8%
75 - Long Term Debt				
7910 LT Debt Principal	226,695.41	873,027.00	-646,331.59	26.0%
7930 Interest on LT Debt	26,552.52	678,178.00	-651,625.48	3.9%
Total 75 - Long Term Debt	253,247.93	1,551,205.00	-1,297,957.07	16.3%

Sonoma County Fire District 2022-2023 FY Budget vs. Actual

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
85 - Capital Expenditures				
8510 Buildings/Equipment	65,238.50	546,725.00	-481,486.50	11.9%
8560 Equipment	35,711.17	2,188,941.00	-2,153,229.83	1.6%
8570 CERBT Contributions	0.00	150,000.00	-150,000.00	0.0%
Total 85 - Capital Expenditures	<u>100,949.67</u>	<u>2,885,666.00</u>	<u>-2,784,716.33</u>	<u>3.5%</u>
Total Expense	<u>9,089,642.25</u>	<u>34,281,646.00</u>	<u>-25,192,003.75</u>	<u>26.5%</u>
Net Ordinary Income	<u>-3,822,077.74</u>	<u>-1,952,675.00</u>	<u>-1,869,402.74</u>	<u>195.7%</u>
Net Income	<u><u>-3,822,077.74</u></u>	<u><u>-1,952,675.00</u></u>	<u><u>-1,869,402.74</u></u>	<u><u>195.7%</u></u>