

THE FOREGOING RESOLUTION was introduced at a meeting of the Board on June 14, 2011 by Director_____, who moved its adoption, seconded by Director_____, and ordered adopted by the following vote:

President	Maggie Briare
Director	Barbara McElhiney
Director	Tony Anello
Director	Cathy Beck
Director	John Doolittle

AYES: _____ NOES:_____ ABSENT OR NOT VOTING: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and **SO ORDERED**.

By: _____
Maggie Briare
President of the Board

By: _____
Jennifer Crayne
Secretary of the Board

APPENDIX "A"

ORDINANCE NO. 2011/12-1

**AN ORDINANCE OF THE BODEGA BAY FIRE PROTECTION DISTRICT
INCREASING THE DISTRICT'S APPROPRIATIONS LIMIT FOR THE MAXIMUM
PERIOD ALLOWED BY LAW (FOUR YEARS) TO ALLOW FOR THE USE OF ALL
PROCEEDS OF THE VOTER APPROVED SPECIAL TAX**

The Board of Directors of the Bodega Bay Fire Protection District ("District") do ordain as follows:

SECTION I. PURPOSE AND INTENT.

It is the purpose and intent of this ordinance to authorize an increase of the appropriations limit of the District for the provision of ambulance and fire services. Such increase shall be applicable for a period of four years. The revenues appropriated pursuant to this increase are to be used solely for the purposes of obtaining, furnishing, operating and maintaining ambulance and fire suppression equipment and apparatus, and for other necessary fire and life safety services and expenses of the District.

SECTION II. APPROPRIATIONS LIMIT.

The appropriations limit for the District shall be increased for the maximum period permitted by law (four years) to allow for the use of all proceeds raised by the District's special tax.

SECTION III. LIMITED AMENDMENT.

If any section of this ordinance or portion thereof is held invalid or unenforceable by any court and such judgment becomes final, then that section may be amended by the District's Board by a majority vote to conform with the judgment of such court, provided that such amendment is consistent with the purpose and intent of this ordinance. Provisions of this ordinance relating to procedures may only be amended by ordinance.

SECTION IV. SEVERABILITY CLAUSE.

If any section, subsection, sentence, clause or phase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The people of the Bodega Bay Fire Protection District hereby declare that they would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phases be declared unconstitutional or invalid.

SECTION V. EFFECTIVE DATE.

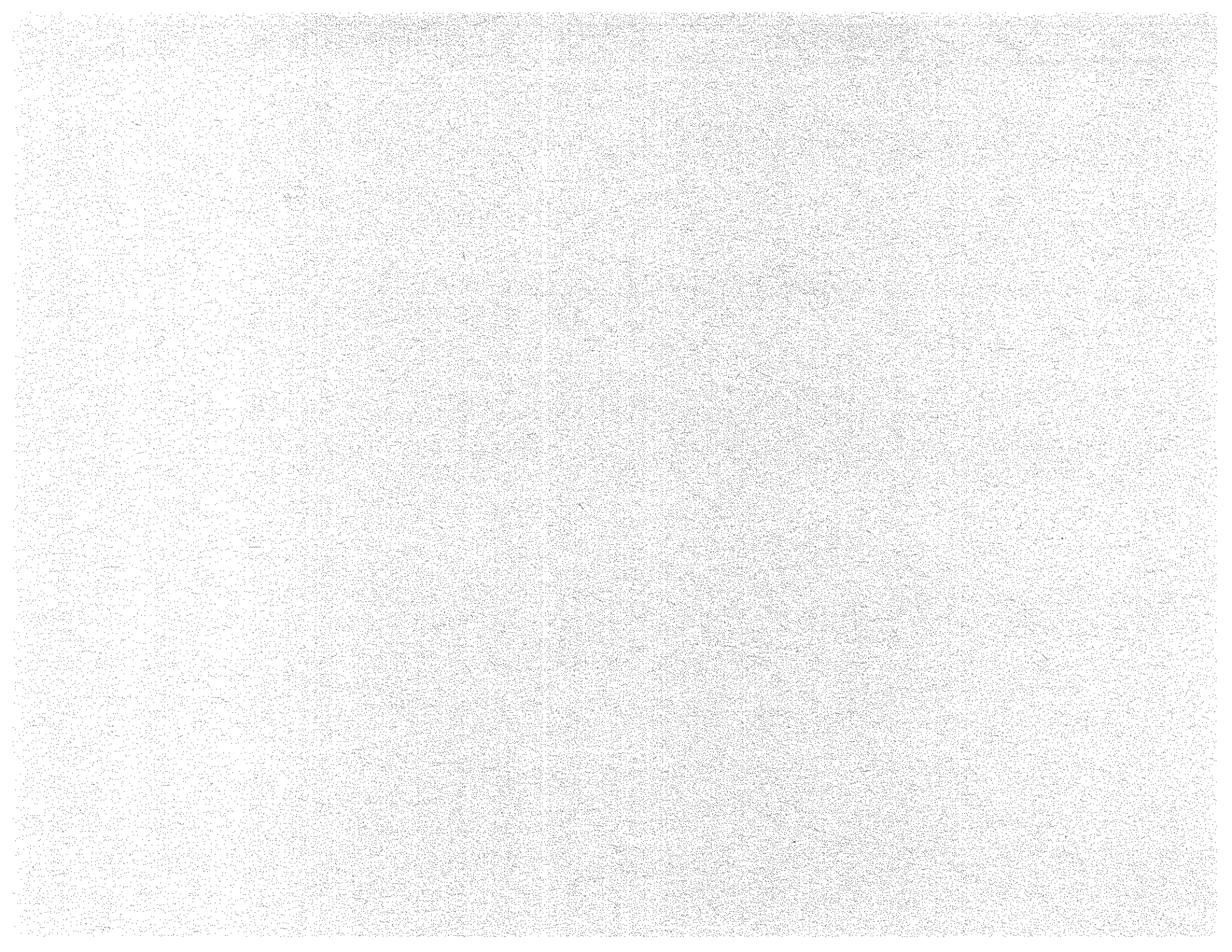
This Ordinance shall take effect the day following its approval by a simple majority of the District's qualified voters voting on its approval at the special election on November 8, 2011.

SO ORDERED.

ATTEST:

President, Board of Directors
Bodega Bay Fire Protection District

Clerk of the Board of Directors





MEMORANDUM

TO: Board of Directors
FROM: Sean Grinnell, Fire Chief
DATE: June 5, 2011
SUBJECT: Resolution 10/11-20
Cc: File

A handwritten signature in black ink, appearing to be "S.G.", is written over the name "Sean Grinnell, Fire Chief" in the "FROM:" line.

This resolution is needed for the two seats on the Board that are up for re-election. Directors Beck and Doolittle are the two seats.

AA Crayne can explain more of the details if needed since she has been working with the Registrar of Voters on this.

This resolution should have the first reading waived in order to meet deadlines.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BODEGA BAY FIRE PROTECTION DISTRICT, COUNTY OF SONOMA
STATE OF CALIFORNIA, ORDERING AN ELECTION TO
BE HELD AND REQUESTING CONSOLIDATION
WITH THE NOVEMBER 8, 2011
GENERAL DISTRICT ELECTION**

WHEREAS, an election will be held on November 8, 2011, in the Bodega Bay Fire Protection District for the purpose of electing District Directors to fill positions that will expire in 2011.

BE IT RESOLVED THAT, the Board of Directors of said district hereby request consolidation with any election that may be held on the same day, in the same territory or in territory that is in part the same.

THE FOREGOING RESOLUTION was introduced by
Director _____, who moved its adoption, seconded by
Director _____, and then adopted on roll call by the following vote:

Director Anello	Aye _____	No _____	Abstain _____
Director Beck	Aye _____	No _____	Abstain _____
Director Briare	Aye _____	No _____	Abstain _____
Director Doolittle	Aye _____	No _____	Abstain _____
Director McElhiney	Aye _____	No _____	Abstain _____

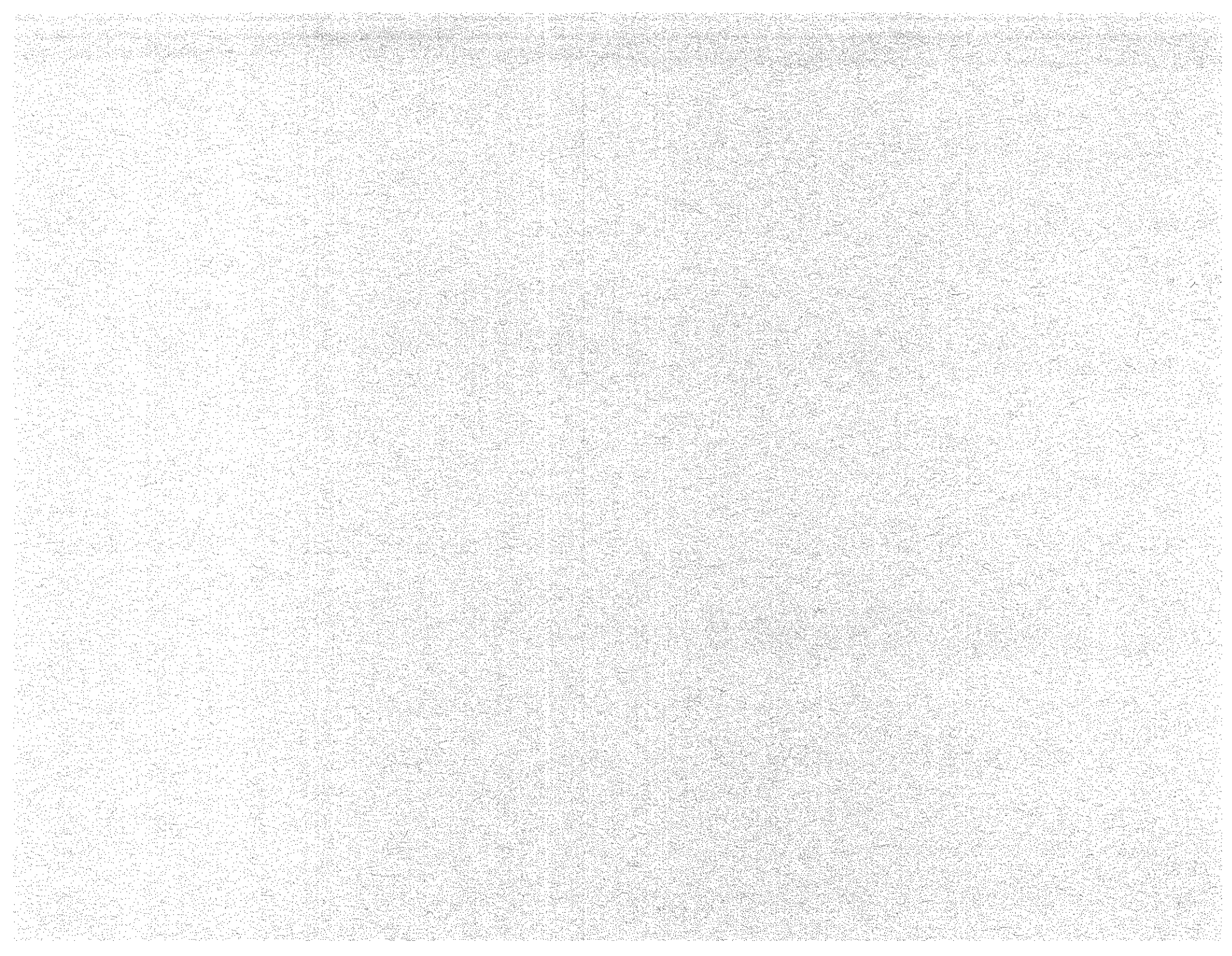
AYES _____ NOES _____ ABSTAIN _____ ABSENT _____

WHEREUPON, the Chairperson declared the foregoing resolution adopted and SO ORDERED.

Margaret Briare, Board President

Date:

Chief Sean Grinnell, Board Clerk





MEMORANDUM

TO: Board of Directors
FROM: Sean Grinnell, Fire Chief
DATE: June 5, 2011
SUBJECT: Resolution 10/11-21
Cc: File

A handwritten signature in black ink, appearing to be "S. Grinnell", is written over the name "Sean Grinnell, Fire Chief" in the "FROM:" line of the memorandum.

This resolution proclaims our public hearing for the final budget in September is done in order to comply with Government Code 13890 which states that public notice is posted on or before June 30th. This item is time sensitive and I ask that you waive the first reading.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BODEGA BAY FIRE PROTECTION DISTRICT OF SONOMA COUNTY SETTING A DATE FOR A PUBLIC HEARING ON THE FINAL BUDGET FOR FISCAL YEAR 2011/12 AND POSTING THE PUBLIC NOTICE FOR THE SAME.

WHEREAS, the Fire Chief and the Budget Committee did meet on several occasions to prepare the Preliminary Budget for the Fiscal Year 2011/12; and

WHEREAS, the Board of Directors of the Bodega Bay Fire Protection District must adopt a preliminary budget for the fiscal year on or before June 30 for the next fiscal year and did so on May 10, 2011; and

WHEREAS, the County of Sonoma desires the preliminary budget to be filed with the Auditor’s Office prior to May 31, to meet their own filing deadlines; and

WHEREAS, Government Code 13890 requires that public notice be posted on or before June 30 of each year which specifies that the preliminary budget is available for inspection; the specific date, time, and place the final budget will be approved; and that said notice will be in accordance to Section 6061 of the Government Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bodega Bay Fire Protection District designates September 13, 2011, at 7:30 pm as the date for the public hearing on the Final Budget for Fiscal Year 2011/12, said hearing to be held in the meeting room of the District located at 510 Highway 1, Bodega Bay, CA; and

BE IT FURTHER RESOLVED that the Board of Directors of the Bodega Bay Fire Protection District directs its Fire Chief to prepare and post in accordance with legal requirements, public notice of said public hearing in the form attached hereto as Attachment A.

The above and foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and adopted on roll call by the following vote:

Director Anello ____, Director Beck ____, Director McElhiney ____, President Briare ____,
Director Doolittle__.

AYES _____ NOES _____ ABSENT/NOT VOTING _____

WHEREUPON, the President declared the foregoing resolution adopted and SO ORDERED.

Attested:

/s/ _____
Clerk of the Board

/s/ _____
President of the Board

Bodega Bay Fire Protection District
Resolution #10/11-21
June 14, 2011
Attachment A

PUBLIC NOTICE

PUBLIC HEARING

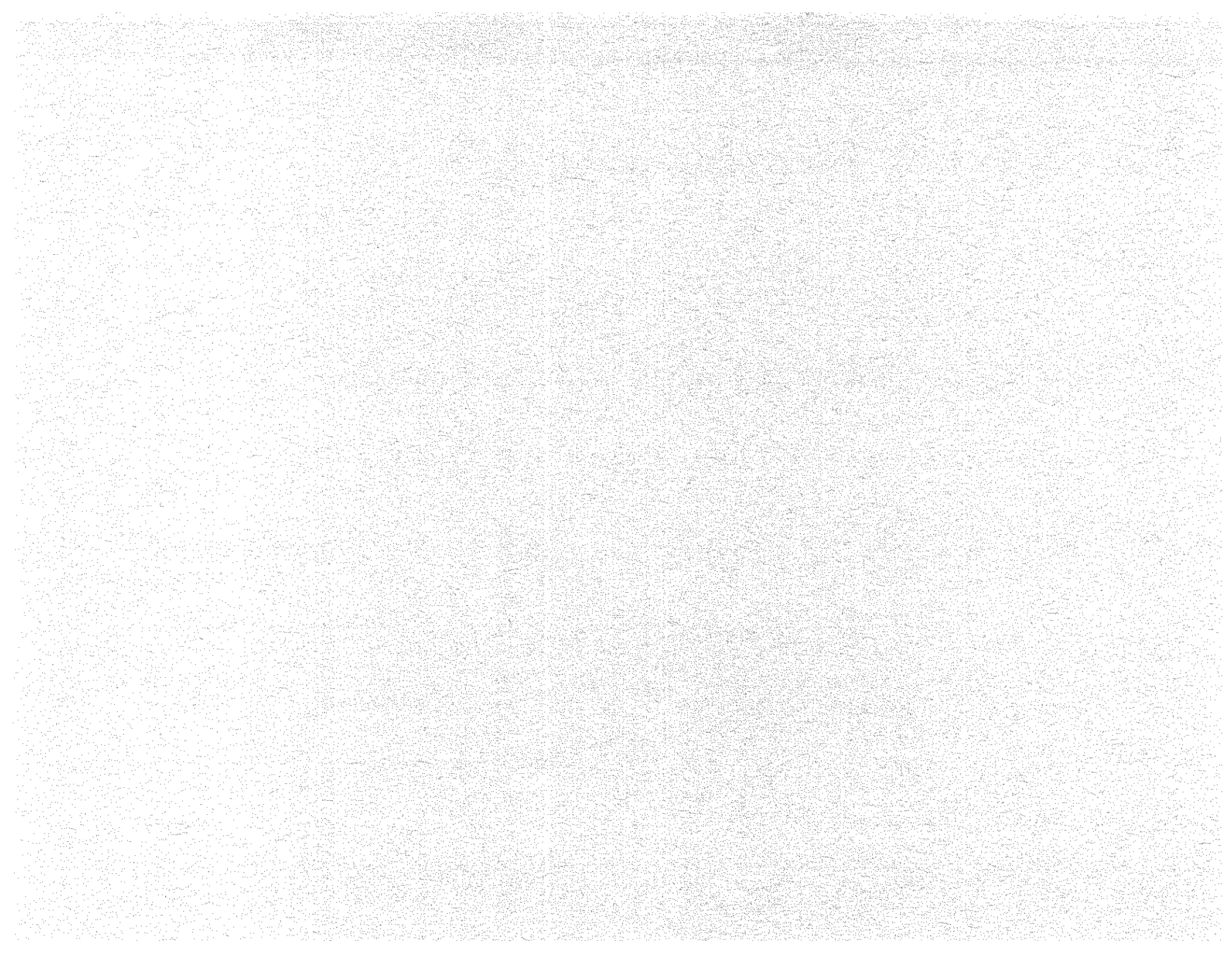
Tuesday, September 13, 2011- 7:30pm
AT THE FIRE STATION
510 Highway 1, Bodega Bay, CA

Pursuant to Section 13890 of the Health and Safety Code, the Board of Directors of the Bodega Bay Fire Protection District has adopted a preliminary budget for the 2011/12 fiscal year on May 10, 2011. The preliminary budget is available for inspection Monday through Friday during the hours of 9:00am and 5:00pm at the Bodega Bay Fire Station, 510 Highway One, Bodega Bay.

The Board of Directors will hold a Public Hearing on Tuesday, September 13, 2011, at 7:30pm at the Bodega Bay Fire Station, 510 Highway One, Bodega Bay. The Public Hearing will be held for the purpose of adopting the final budget for the 2011-12 fiscal year, and adopting the 2011-12 Appropriations Limit (Prop. 4 Limit) as part of the 2011-12 Fiscal Budget Package. Any person may appear and be heard regarding any item in the budget, and/or the Appropriations Limit, or the addition of any other items.

Dated: June 14, 2011

/s/ Sean Grinnell
Fire Chief
Clerk of the Board of Directors
Bodega Bay Fire Protection District





MEMORANDUM

TO: Board of Directors
FROM: Sean Grinnell, Fire Chief
DATE: June 5, 2011
SUBJECT: Resolution 10/11-22
Cc: File

A handwritten signature in black ink, appearing to be "S. Grinnell", is written over the text "Sean Grinnell, Fire Chief".

This resolution is recognizing two Bodega Bay residents for contributions made to the District.

**Bodega Bay Fire Protection District
Resolution 10/11-22
June 14, 2011**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BODEGA BAY FIRE PROTECTION DISTRICT OF SONOMA COUNTY RECOGNIZING THE CONTRIBUTIONS OF LOCAL RESIDENTS

WHEREAS, it is the desire of the Bodega Bay Fire Protection District to recognize the efforts of residents who contribute to the betterment of fire and emergency services; and

WHEREAS, John Dolinsek and Kathy Kent are two such individuals and have created a Community Foundation – Sonoma County Grants to the Bodega Bay Fire Protection District for the betterment of local services; and

WHEREAS, they have donated \$750.00 for the purchase of two complete 250’ rope rescue bags for cliff rescue use and also donated another \$750.00 for the purchase of a stainless steel rescue litter which has been used a number of times; and

WHEREAS, this equipment will enable the District to have available backup rope to place into service after the primary rope has been used and is in the cleaning/drying stage.

NOW BE IT RESOLVED, John Dolinsek and Kathy Kent be recognized for their personal efforts to aid the District in these sparse financial times; and,

BE IT FURTHER RESOLVED, the contributions of John Dolinsek and Kathy Kent have enabled our firefighters to have the necessary equipment at their disposal to complete the task at hand.

BE IT FURTHER RESOLVED, that John Dolinsek and Kathy Kent be commended for their individual commitment to the public safety of Bodega Bay residents and visitors.

The above and foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and adopted on a roll call by the following vote:

President Briare _____, Director Beck _____, Director Anello _____,
Director McElhiney _____, Director Doolittle _____

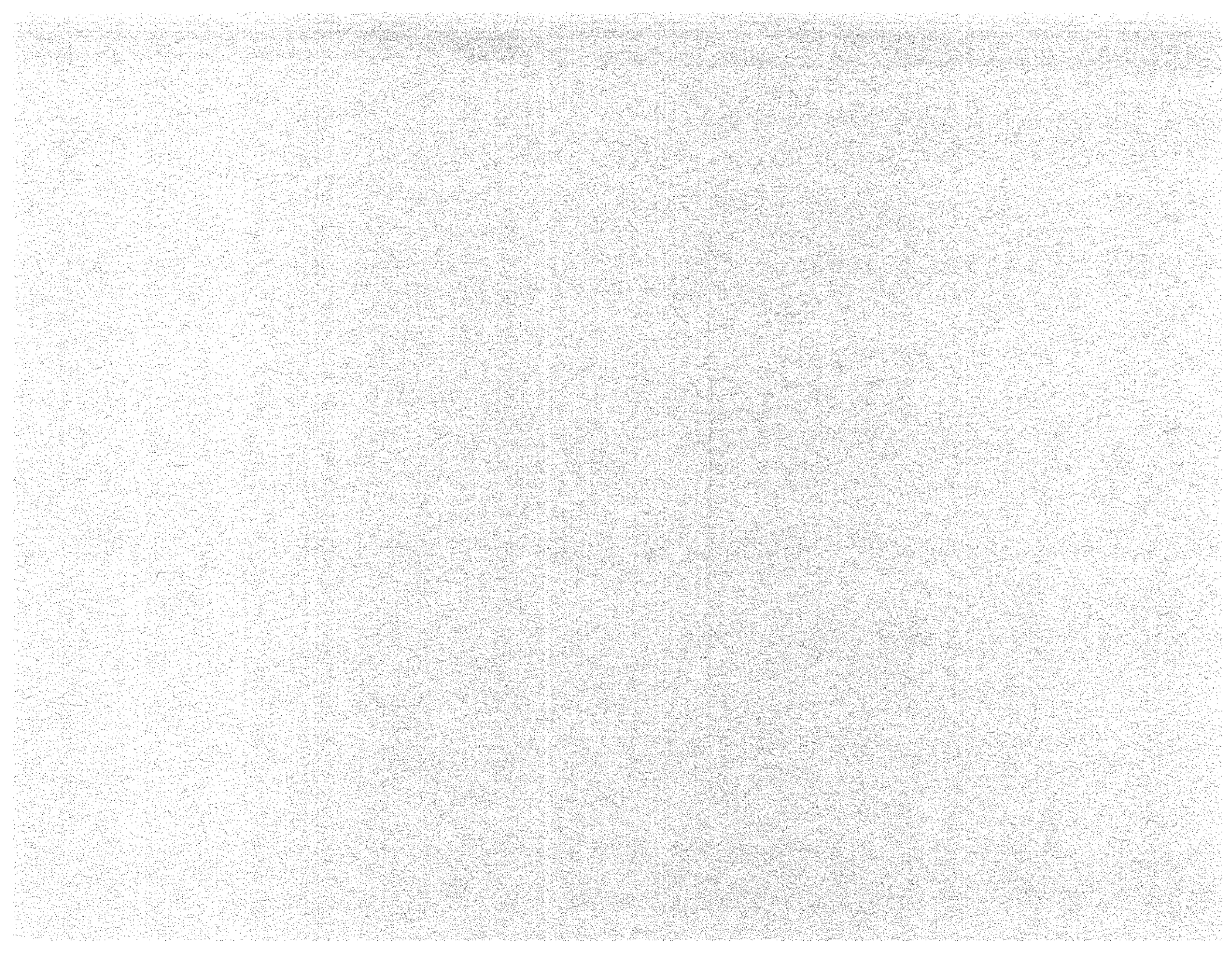
AYES _____ NOES _____ ABSENT/NOT VOTING _____

WHEREUOPN, the President declared the foregoing resolution adopted and SO ORDERED.

Attested:

/s/ _____
Clerk of the Board


/s/ _____
President of the Board





MEMORANDUM

TO: Board of Directors

FROM: Sean Grinnell, Fire Chief 

DATE: June 5, 2011

SUBJECT: VeriHealth Agreement

Cc: File

Bill Arnone has reviewed this document and some changes were made.

This new agreement consolidates our two agreements with VeriHealth into one agreement and brings the dates current and into the future.

PROFESSIONAL SERVICE AGREEMENT

1. VERIHEALTH INFORMATION

verihealth, Inc.
Address: PO Box 750416, Petaluma CA 94975
Telephone: (707) 766-2400
FAX: (707) 766-8028
Email: sean.sullivan@veriHealth.com

2. BODEGA BAY FIRE PROTECTION DISTRICT INFORMATION

Department/Contact: Chief Sean Grinnell
Address: PO Box 6, Bodega Bay, CA 94923
Telephone: (707) 875-3700
FAX: (707) 875-2660
Email: chief@bodegabayfire.org

3. SCOPE OF WORK

The Bodega Bay Fire District (District) has contracted with verihealth, Inc., (Contractor) to perform the **EMS Provider Medical Director** services described in Exhibit A, attached hereto and incorporated herein by this reference.

4. TERM OF AGREEMENT

The initial term of this Agreement shall be from **June 30, 2011 until June 30, 2012**, unless terminated earlier in accordance with Article 8 below. The term of this will be automatically extended through **June 30, 2013**, unless 30-day notice is provided by either party prior in accordance with Article 8 below.

5. PAYMENT

District shall pay Contractor **no more than \$650 per month** to perform all services under this Agreement, during the initial term of the Agreement. Contractor shall submit its bills on a monthly basis in a form approved by the District. The bills shall show or include: (i) the task(s) performed; (ii) the time in hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). District will pay Contractor within thirty (30)-days of receipt of invoice.

6. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, working under its own supervision and direction and is not a representative of the District. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

7. CONFIDENTIALITY AND OWNERSHIP

The District retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the District by the Contractor, and the District shall not disclose any information, whether developed by the Contractor or given to the Contractor by the District. This clause pertains only to materials developed specifically under this Agreement. The District makes no claim to Contractor's existing intellectual property.

8. TERMINATION

At any time, with or without cause, the District or the Contractor may terminate this Agreement by giving thirty (30) business days written notice to either party.

9. INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described below.

9.1 Workers' Compensation Insurance.

Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.

9.2 General Liability Insurance.

Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the premises/operations aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy: This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Bodega Bay Fire Protection District Fire Chief.

9.3 Automobile Insurance.

Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

9.4 Documentation.

The following documentation shall be submitted to the Bodega Bay Fire Protection District:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Contractor agrees to maintain current

Certificates of Insurance evidencing the above-required coverages and limits on file with the District for the duration of this Agreement.

b. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby agrees to indemnify, defend, and save harmless District, its officers and employees from any and 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.

District 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 attorneys 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 gross negligence, willful misconduct, or violation of applicable state or federal law or regulation by Contractor, its officers or employees.

11. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

12. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by Contractor and the District.

IN WITNESS WHEREOF, the parties, have caused this Agreement to be duly executed by their authorized representatives this ____ day of _____, 20__ (Effective Date).

CONTRACTOR:

By: _____ Dated _____

Name and Title: Sean R. Sullivan, Vice President, verihealth, Inc.

DISTRICT:

BODEGA BAY FIRE PROTECTION DISTRICT:

By: _____ Dated _____

Name and Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

CONTRACTOR agrees to provide the following:

Basic Medical Director Services

- Medical Director shall provide oversight of the Quality Management (QA/QI) program for the District's EMS program. Medical Director shall have access to all pertinent medical care and incident documentation.
- Medical Director shall be available at reasonable hours and with advance notice for meetings and consultation with District's staff for medical oversight and quality assurance matters.
- Medical Director shall grant authorization to District under DEA regulations for the storage and use of controlled substances. Medical Director may perform audits, as necessary, to assure compliance with applicable laws, regulations and policies.
- The District will lease the following medical equipment from the Contractor:
 - Zoll M-Series cardiac monitor/defibrillator, serial number: T06L85607
Features: 12-Lead, SpO2, EtCO2, NIBP, Bi-Phasic.
 - Furthermore, it is agreed that the District will pay the Contractor the sum of one dollar (\$1.00) per year for the lease of the equipment. The District will be responsible for the costs associated with all required bio-med maintenance and /or repairs of the equipment. Contractor represents that it has complete authority and right to lease said equipment to District.
 - The District assumes all responsibility and liability associated with the use of the equipment. The lease of the equipment will remain in-place during the term of this AGREEMENT.

PROFESSIONAL SERVICE AGREEMENT

1. VERIHEALTH INFORMATION

verihealth, Inc.
Address: PO Box 750416, Petaluma CA 94975
Telephone: (707) 766-2400
FAX: (707) 766-8028
Email: sean.sullivan@veriHealth.com

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The District retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the District by the Contractor, and the District shall not disclose any information, whether developed by the Contractor or given to the Contractor by the District. This clause pertains only to materials developed specifically under this Agreement. The District makes no claim to Contractor's existing intellectual property.

8. TERMINATION

At any time, with or without cause, the District or the Contractor may terminate this Agreement by giving thirty (30) business days written notice to either party.

9. INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described below.

9.1 Workers' Compensation Insurance.

Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.

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Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the premises/operations aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy: This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Bodega Bay Fire Protection District Fire Chief.

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The following documentation shall be submitted to the Bodega Bay Fire Protection District:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Contractor agrees to maintain current

Certificates of Insurance evidencing the above-required coverages and limits on file with the District for the duration of this Agreement.

b. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby agrees to indemnify, defend, and save harmless District, its officers and employees from any and 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.

District 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 attorneys 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 gross negligence, willful misconduct, or violation of applicable state or federal law or regulation by Contractor, its officers or employees.

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12. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by Contractor and the District.

IN WITNESS WHEREOF, the parties, have caused this Agreement to be duly executed by their authorized representatives this _____ day of _____, 20____ (Effective Date).

CONTRACTOR:

By: _____ Dated _____

Name and Title: Sean R. Sullivan, Vice President, verihealth, Inc.

DISTRICT:

BODEGA BAY FIRE PROTECTION DISTRICT:

By: _____ Dated _____

Name and Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

CONTRACTOR agrees to provide the following:

Basic Medical Director Services

- Medical Director shall provide oversight of the Quality Management (QA/QI) program for the District's EMS program. Medical Director shall have access to all pertinent medical care and incident documentation.
- Medical Director shall be available at reasonable hours and with advance notice for meetings and consultation with District's staff for medical oversight and quality assurance matters.
- Medical Director shall grant authorization to District under DEA regulations for the storage and use of controlled substances. Medical Director may perform audits, as necessary, to assure compliance with applicable laws, regulations and policies.
- The District will lease the following medical equipment from the Contractor:
 - Zoll M-Series cardiac monitor/defibrillator, serial number: T06L85607
Features: 12-Lead, SpO2, EtCO2, NIBP, Bi-Phasic.
 - Furthermore, it is agreed that the District will pay the Contractor the sum of one dollar (\$1.00) per year for the lease of the equipment. The District will be responsible for the costs associated with all required bio-med maintenance and /or repairs of the equipment. Contractor represents that it has complete authority and right to lease said equipment to District.
 - The District assumes all responsibility and liability associated with the use of the equipment. The lease of the equipment will remain in-place during the term of this AGREEMENT.