

**FUNDING AGREEMENT NO.010-DMV-07/08-BOS  
WITH MEEKS BAY FIRE PROTECTION DISTRICT**

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**This Agreement No. 010-DMV-07/08-BOS** made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and Meeks Bay Fire Protection District. (hereinafter referred to as "CONTRACTOR");

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

**WHEREAS**, AB 2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of the AQMD has imposed said fee; and

**WHEREAS**, said legislation requires the AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, CONTRACTOR has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

**WHEREAS**, CONTRACTOR represents that it is willing and able to perform the activities set forth herein.

**NOW, THEREFORE**, AQMD and CONTRACTOR mutually agree as follows:

## **1. PROJECT**

CONTRACTOR shall perform all activities and work necessary to complete the Green Waste Dumpsters Project (hereinafter referred to as "Project") set forth in the fully described "Proposal" attached hereto as Exhibit A and incorporated herein by this reference. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the Project specified in said Proposal.

In the event of any conflict between or among the terms and conditions of this Agreement, the Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2007-2008.

## **2. PERIOD OF PERFORMANCE/TIMETABLE**

CONTRACTOR shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in the Proposal of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work

planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

### **3. TERM**

The term of this Agreement shall be for the period of July 1, 2007 through June 30, 2008 unless terminated earlier in accordance with Article 7, Termination.

### **4. COMPENSATION**

AQMD will pay the CONTRACTOR the sum of FOUR THOUSAND, EIGHT HUNDRED Dollars (\$4,800) as follows:

CONTRACTOR shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by CONTRACTOR, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, CONTRACTOR agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to CONTRACTOR. The AQMD is not obligated to pay CONTRACTOR for administrative costs exceeding five percent of the actual total cost of the Project.

The total obligation of the AQMD under this Agreement **SHALL NOT EXCEED Four Thousand, Eight Hundred Dollars and 00/100 (\$4,800).**

A. **PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to CONTRACTOR by the AQMD upon submission and evaluation of the CONTRACTOR'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within thirty (30) calendar days of verification.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any claim for payment, CONTRACTOR shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the COUNTY for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 COMPENSATION.

**B. Surplus Funds:** Any compensation under this agreement, which is not expended by COUNTY pursuant to the terms and conditions of this Agreement by the Project completion date shall automatically revert to the AQMD. Only expenditures incurred by the COUNTY in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

**C. Closeout Period:** All final claims shall be submitted by COUNTY within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by AQMD on claims submitted beyond the 60-day closeout period.

## **5. NON-ALLOCATION OF FUNDS**

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the COUNTY thirty (30) days prior written notice.

## **6. INDEPENDENT CONTRACTOR LIABILITY**

COUNTY is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of COUNTY'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of the Project.

## 7. TERMINATION

A. **Breach of Agreement:** AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the AQMD there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the AQMD; or
4. Improperly performed services.

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the AQMD with respect to the breach or default. The AQMD shall have the right to demand of the CONTRACTOR the repayment to the AQMD of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. **Without Cause:** Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 4, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the AQMD.

## **8. CHANGES TO AGREEMENT**

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **9. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR'S activities and work necessary to complete the Project unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify CONTRACTOR against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by CONTRACTOR, whether for damage to or loss of property, or injury to or death of CONTRACTOR'S officer's, agents, or employees which shall in any way arise out of or be connected with AQMD's performance of its obligations hereunder, unless such damage, loss, injury, or death shall be caused by the sole or active by negligence of the CONTRACTOR.

## **10. AUDITS AND INSPECTIONS**

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

CONTRACTOR shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under Agreement (Government Code Section 10532).



**11. NOTICES TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to AQMD shall be in duplicate and addressed as follows:

**CONTRACTOR**

Meeks Bay Fire Protection District.  
PO Box 189  
Tahoma, CA 96142  
Attn: John Pang  
Fire Chief

**AQMD**

El Dorado County  
Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Marcella McTaggart,  
Air Pollution Control Officer

**12. TIME IS OF THE ESSENCE**

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

**13 COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

**14. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

**15. VENUE**

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure section 394.

**16. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**17. AGREEMENT ADMINISTRATOR**

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is John Pang, Fire Chief or his successor.

**18. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**19. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Dated: 4-27-07

**Marcella McTaggart  
Air Pollution Control Officer**

By: Gerri SILVA Dated: May 1, 2007

**Gerri Silva, M.S., R.E.H.S  
Director, El Dorado County Environmental Management Department**

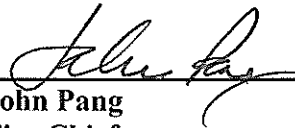
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein above written.

**CONTRACTOR  
MEEKS BAY  
FIRE PROTECTION DISTRICT**

**AQMD  
EL DORADO COUNTY  
AIR QUALITY MANAGEMENT DISTRICT**

Date: MAY 16, 2007

Date: \_\_\_\_\_

By:   
John Pang  
Fire Chief

By: \_\_\_\_\_  
Helen Baumann,  
Chair

Attest:  
Cindy Keck,  
Clerk of the Board

Date: \_\_\_\_\_

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

RECEIVED

APR 17 2001

AQMD

EXHIBIT SUMMARY SHEET (Cover)

Applicant: Meeks Bay Fire Prpotection District

Contact Person: John Pang

Address: PO Box 189, Tahoma, CA 96142

Telephone #: 530-525-7548

FAX : 530-525-4502

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Dumpsters	\$1200	\$	\$	\$1200
Personnel	\$2400	\$	\$600	\$3000
Other	\$1200	\$57,000	\$16,500	74,700
<b>TOTAL</b>	<b>\$4800</b>	<b>\$57,000</b>	<b>\$17,100</b>	<b>\$78,900</b>

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
<i>Materials</i>	\$	\$	\$	\$
<i>Personnel</i>	\$	\$	\$	\$
<i>Other</i>	\$	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Estimated Emission Reductions/Cost-Effectiveness	As Proposed	Alternate Funding Level
	Useful Life of Project (years)	1
Total Lifetime Emissions Reduced (lbs. Of ROG, Nox, PM-10)	<del>10.12</del> 11 CAC	
Annualized Cost-Effectiveness (total project costs)*	<del>7796.44</del> \$ 7553.75/1b	CAC
Annualized Cost-Effectiveness (AQMD Funded project costs)*	<del>474.30</del> \$ 459.54/1b	CAC

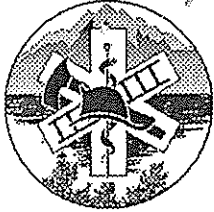
**Brief Project Description:** The Meeks Bay Fire Protection District (MBFPD) is requesting funding from the EDCAQMD AB 2766 funds to coordinate and provide green waste dumpsters for six Community Biomass Collection Days. The MBFPD will collect data regarding the hours that residents are contributing to improving their fire safety and miles saved by not driving to the local disposal facility (a 36 mile round-trip). We will turn the collected green waste over to a local erosion control company who will use the chipped product for soil amendments. This will affect a multi- district area as our disposal sites lies in the Placer County region.

## REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: Meeks Bay Fire Protection District

Please complete and attach this checklist with your application.

- Exhibit Summary Sheet (Cover) – page 1
  - Request for Proposal Contents Checklist (Second Page) – page 2
  - Authorization Letter/Resolution page 3
  - Project Description – page 4
  - Project Organization/Background – page 5
  - Emission Benefits/Cost Effectiveness – page 5
  - Work Statement – page 5
  - Funding Request/Cost Breakdown – page 6
  - Matching Funds – page 6
  - Schedule of Deliveries/Self-Monitoring Program – page 6
  - Local TPA Review (When Applicable) – page N/A
  - 3 Copies of Proposal – page Followed
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# Meeks Bay Fire Protection District

Post Office Box 189  
Tahoma, CA 96142  
Lake Tahoe

PHONE 530-525-7548  
FAX 530-525-4502

John Pang, CHIEF

BOARD OF DIRECTORS:  
Edward I. Miller  
Nicholas J. Kromydas  
Jane L. Warmack  
Bruce C. Massie  
Stephen W. Hyde

EDCAQMD  
2850 Fairlane Ct.  
Placerville, CA 95667

April 16, 2007


Dear AQMD Staff,

I am authorized to apply for a grant committing our staff as in-kind assistance and partners for a grant application for Green Waste Dumpsters for Community Biomass Collection Days.

Our agency is very committed to reducing fuels in the Tahoe Basin in an effort to prevent a catastrophic wildfire, and encourage a healthier forest. We currently do not have a method to collect pine needles, pine cones, bark, and other biomass, hence they end up being transported to a disposal facility by vehicles or are burned in place. Both contribute to unnecessary pollutants.

In the event that El Dorado County Air Quality Management District graciously funds this program, I am authorized to sign a contract for the grant on the District's behalf. We will use the waste bins to reduce road emissions and smoke from burn piles in the Tahoe Basin.

Thank you for your kind consideration,

  
John Pang  
Fire Chief

## Green Waste Biomass Collection Days

### **Project Description:**

The Meeks Bay Fire Protection District (MBFPD) is requesting funding from the EDCAQMD AB 2766 funds to coordinate and provide green waste dumpsters for six Community Biomass Collection Days. The MBFPD will collect data regarding the hours that residents are contributing to improving their fire safety and miles saved by not driving to the local disposal facility (a 36 mile round-trip). We will turn the collected green waste over to a local erosion control company who will use the chipped product for soil amendments. This will affect a multi-district area as our disposal sites lie in the Placer County region.

For years, we have preached the value of creating a defensible space by removing the forest litter and ladder fuels. State law 4291 also mandates that homeowners remove fuels up to 100' from their structures for fire safety. Undoubtedly, you have heard this message over and over, hence, I will spare you the pages of justifications for this program, and keep my message short. This project will be a part of our ongoing Community Defensible Space and Chipping Program.

### ***The Problem:***

Other than dooryard burning, there is no easy and economical way to dispose of "green waste," i.e. pine needles, forest duff, pine cones, bark and small twigs and branches. Larger chippers do not handle these items, and homeowners either have to containerize and transport these materials to the disposal center (by themselves or via garbage cans on refuse day), or burn the debris when the weather cooperates. Per a study by the El Dorado Fire Safe Council done in 2005, an estimated 86 % of the residents either burned their biomass, or took it to their local transfer station (Yorty et al, 2005).

### ***Our Proposed Solution:***

We are requesting funding for a 20 yard dumpster for six separate bi-weekly "Biomass Collection Days" starting mid-July until about October 7. The dumpster will be located at the Meeks Bay firehouse. On the designated collection days, property owners may bring their green waste to the firehouse for disposal into a large 20 yard bin. The MBFPD will staff the bin to ensure that garbage isn't mixed into the biomass, and to assist those in need. This staff person will also take some statistics and ask the homeowners questions regarding the amount of time they contributed to the project and their alternatives. For those that cannot physically transport the material themselves on the Collection Day, the District will commit our chipping crew to picking up bagged biomass two days prior to each event at homeowners' curbs if they call in advance.

The green waste will then be transported by a local private erosion control company that is owned by a District resident. They will then grind up the debris and use it to till into the soil at a local ski area, thus reducing erosion and increasing permeability. More importantly, this program will help to reduce a projected 120 round trips totaling (3960 net miles) that homeowners would have driven to our local disposal facility. It will also reduce smokey particulate matter from the other option of burning the debris.



## Project Organization / Background

The Meeks Bay Fire Protection District has had numerous years of success in procuring and administrating various grants, the largest being from FEMA for a new fire engine (unfortunately, they won't fund this type of project). We've also received grants for other multi-jurisdictional projects and have completed them successfully, ultimately benefitting the public that we serve. We have great working relationships with our customers, and are in constant communications with them via our newsletters, website, newspaper articles and 4<sup>th</sup> of July Pancake Breakfast. We are a "green" agency and are sincerely interested in reducing both vehicle and environmental emissions. Just this past month, via another FEMA grant, we installed Ward "No Smoke" diesel filters on our diesel emergency vehicles (five in total).

## Emission Benefits / Cost Effectiveness:

The main benefit of this project is to reduce road miles produced from hauling the forest litter and green waste to the disposal facility 36 round trip miles away. This will help to reduce an estimated 3960 net miles and 120 trips.

This will also allow the property owners the option of disposal rather than burning, which will ultimately save our air quality. Hopefully, this program will also motivate more homeowners to create their defensible space around their structures.

Our proposed "pick-up" service might also reduce vehicle trips as our small dumptruck can hold more material than most passenger vehicles.

## Work Statement

Activity	Lead	Timeline
Sign agreements with AQMD and contractor	MBFPD	1 <sup>st</sup> week
Promote program at speeches and via ads, web, etc.	MBFPD	ongoing
Develop schedule and staffing	MBFPD	1 <sup>st</sup> , 2 <sup>nd</sup> week
Coordinate Biomass Collection Days (CD)	MBFPD	July -Oct. '07
Pick-up bags of debris in neighborhoods	MBFPD crew	2 days prior to CD
Data collection	MBFPD staff	ongoing
Grant and fiscal administration	MBFPD office	ongoing
Acknowledge AQMD and AB 2766 funding	MBFPD	ongoing

**Funding Request / Breakdown of Costs**

Description	AB2766 Funds	Matching Funds	In-kind Funds	Total Costs
6 Dumpsters	\$1200			\$1200
Outreach, ads, etc.	\$1200		\$1000 (MB Fire)	\$2200
Personnel	\$2400		\$600 (MB Fire)	\$3000
Coordination, Admin.			\$3000 (MB Fire)	\$3000
Def. Space Program		\$57,000: Title III and USFS		\$57,000
Residents -800 hours @ \$15.00			\$12,000	\$12,000
Acknowledgements			\$500	\$500
Totals:	\$4800	\$57,000	\$17,100	\$78,900

Notes:

- I will attempt to get some additional donations for the outreach via local PR firms.
- Personnel includes staff during the Collection Days and the pick-up days.

**Matching Funds**

As shown above, the matching funds for our larger Community Defensible Space and Chipping Program is funded via grants from the USFS and Title III dollars. Our defensible space efforts will motivate and encourage homeowners to clean up their forest litter and produce the green waste for this project. As the Chief, I will commit these funds for this match.

**Schedule of Deliverables / Monitoring**

Activity	1 <sup>st</sup> QTR	2 <sup>nd</sup> QTR	3 <sup>rd</sup> QTR	4 <sup>th</sup> QTR
Media outreach to District property owners	x	x		
Residents bag biomass	x	x		
Schedule events	x	x		
Sign agreements with AQMD and contractor	x	x		
Pick-up or transport biomass to dumpster	x	x		

Survey participants / compile stats	x	x		
Grant and Fiscal Admin.	x	x		
Progress reports to AQMD	x	x		

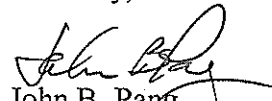
We will monitor the amount of biomass collected, the miles and trips reduced and also the public's willingness to participate in this type of program rather than burning. Our findings will be reported in the final report.

**Summary:**

We are requesting funding for this pilot program in an effort to reduce vehicle miles and pollutants in our area. Airborne pollutants are a leading cause of the sedimentation in Lake Tahoe, and we'd like to help Keep Tahoe Blue. We feel this program will also benefit the soil erosion problems at a local ski area—an issue that would also lead to environmental degradation.

Thank you for your kind consideration of this worthy project. If given the opportunity of the grant, I will personally ensure that the project is completed to the best of our ability.

Sincerely,

  
 John B. Pang  
 Fire Chief