



**South Lake County Fire Protection District**  
— in cooperation with —  
**California Department of Forestry and Fire Protection**

P.O. Box 1360 Middletown, CA 95461 - (707) 987-3089

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*Any person may speak for 3 minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, unless extended at the discretion of the Board. This rule does not apply to public hearings. Non timed items may be taken up at any unspecified time. The public is allowed to comment before any action is taken by the Board on any specific issue.*

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*Agenda of public meetings and supporting documents are available for public inspection in the Fire District Office, Middletown Station, 21095 State Highway 175, Middletown, California.*

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***REQUEST FOR DISABILITY – RELATED MODIFICATION OR ACCOMMODATION:*** *A request for a disability-related modification or accommodation necessary to participate in the Board of Directors’ meeting should be made in writing to the Clerk of the Board at least 48 hours prior to the meeting.*

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**BOARD OF DIRECTORS' REGULAR MEETING**  
**7:00 P.M., December 17, 2019, Middletown Fire Station**

**AGENDA**

**NON-TIMED ITEMS**

**A. OPEN MEETING:**

- A1. Call to Order:
- A2. Pledge of Allegiance:
- A3. Roll Call:
- A4. Motion to approve agenda:  
MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_

**B. CITIZENS' INPUT:** Letters from Gary Prather and Michael Prather

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*Any person may speak for three minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today’s agenda. Prior to this time speakers are asked to fill out a form (giving name, address, and subject) available in the Clerk’s Office or during Board meeting.*

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**C. COMMUNICATIONS:**

- C1. Reports:
  - C1.1. Fire Sirens
  - C1.2. SL Fire Safe Council
  - C1.3. Volunteer Firefighters' Association
  - C1.4. Chief’s Report
  - C1.5. Financial Report
- C2. Directors' Activity and Committee Report

**TIMED ITEMS**

**D. REGULAR ITEM:**

D1. Consideration for Updated Professional Services Agreement, Financial Breakdown, and PCF MOU all updated with the financial compensation agreed upon between Lotusland and the Fire Consultant they chose to hire. This is a pass through agreement where Lotusland will pay for actual costs for the SLCF Fire Consultant to work with their Team on the MAHA Guenoc Valley Project. If approved and signed today the Fire Consultant will start work on or after 01-06-2020.. Placed on the agenda by Battalion Chief Wink.

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_

D2. Consideration for Salary Comparison from Fire Apparatus Engineer / Paramedic to Fire Captain Paramedic Classifications. Placed on the agenda by Battalion Chief Wink.

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_

D3. Consideration for duty statements for additions / changes approved October 15, 2019 to Memorandum of Understanding By and Between South Lake County Fire Protection District and South Lake County Volunteer Firefighters Association Inc. for Paid-Call Personnel. Placed on the agenda by Association President Todd Fenk.

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_

**E. CONSENT CALENDAR:**

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*Approval of consent agenda items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any Board member may request that an item be removed from the consent calendar for later discussion.*

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E1. Minutes presented: November 19, 2019 – Regular Meeting

E2. Warrants presented:

E2.1. December warrants

E2.2. November warrants – corrected

**F. MOTION TO ADJOURN MEETING:**

**G. MEETING ADJOURN**

Posted December 12, 2019 at 5:00 p.m.

\_\_\_\_\_  
Gloria Fong,  
Clerk to the Board of Directors

# CDF/SLCF INCIDENT TRACKING FORM

Month November 2019

Station 63

FA = False Alarm  
 CR = Cancel & Return  
 UTL = Unable To Locate  
 AMA = Against Medical Advice  
 CB = Code Blue (Full Arrest,CPR in Progress)  
 LA = Lift Assist  
 NMM = No Medical Merit (AMA not completed)

CAIRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Locatic Location	Street Name	Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eqt Used	Comments:
	11/1	1158	1159	1208	1331	20263	Meadow View		1											1 Pt to AHC
	11/1	1421	1422	1425	1430	20277	Old Creek Rd											1		Truck into Utility Lines
	11/1	1844	1845		1906	20302	Rosa Trail				1									Cx Large debris fire
	11/3	1047	1049		1055	10414	S Hwy 29											2		CR
	11/3	1146	1148		1156	20416	Santa Barbara Ave		2											CR
	11/3	1250	1252		1300	20421	Big Cyn Rd											3		CR
	11/4	0148	0152	0200	0300	20459	S Hwy 29		3											1 PT C2 AHC
	11/4	0706	0709	0720	0850	20465	Valley Oak Drive		4											1 PT C3 AHC
	11/4	1454	1455	1502	1600	20508	Hwy 29/Putah			1										1 PT C3 LZ
	11/4	1731	1732		1740	20519	Cobb Post Office			2										CR
	11/4	2153	2155		2200	20531	Dam Rd						1							Cx
	11/4	2203	2204		2215	20532	Locust Street						2							Cx
	11/5	1635	1635	1640	1711	20578	Hwy29/Hartmann						3							2 10x20 spots
	11/5	1844	1846	2000	2041	20587	Geysers Plant5-6			3										M6211 TX to LZ
	11/7	0711	0715		0741	20670	Hwy 29							1						UTL
	11/7	1020	1023	1029	1147	20685	Ravenhill Rd		5											CB
	11/7	2137	2141		2146	20720	big canyon rd		6											CR
	11/8	0942	0944	0955	1109	20736	Hwy 29 (Roberts Rd)		7											1 Pt AHC C3
	11/8	1132	1133	1141	1205	20741	Hwy 175		8											NMM
	11/8	1443	1445	1451	1559	20757	Comstock Ct		9											1 Pt AHC
	11/9	0902	0904	0912	0944	20804	Fernwood											4		Blown Transformer
	11/9	1551	1552	1601	1658	20830	Hwy 175		10											1 Pt AHC
	11/9	2210	2212	2220	2322	20852	Stonegate		11											1 Pt AHC
	11/10	0439	0442	0450	0507	20863	Big Canyon Rd											5		Alarm Sounding
	11/10	1810	1811	1814	1825	20909	Mtn Meadow South		12											NMM
	11/11	0149	0153		0157	20929	Hwy 29		13											CR
	11/11	0635	0639	0647	0655	20938	Hwy 29		14											Treat/Release (Cut Finger)
	11/11	1324	1326	1330	1358	20957	Coyle Springs Rd		15											NMM
	11/11	1358	1358	1415	1530	20962	Hwy 29 x Butts Canyon Rd			4										1 PT C2 AHC
	11/12	1237	1237	1244	1403	21023	Mountain Meadow, HV		16											1 PT C2 upgrade to C3 AHC
	11/12	2330	2330	2334	2350	21064	Spyglass Rd, HV										1			Lift Assist
	11/13	1032	1034	1040	1050	21086	Fernwood		17											NMM

# CDF/SLCF INCIDENT TRACKING FORM

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FA = False Alarm  
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 AMA = Against Medical Advice  
 CB = Code Blue (Full Arrest, CPR in Progress)  
 LA = Lift Assist  
 NMM = No Medical Merit (AMA not completed)

CAIRS Complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Locatic Location	Street Name	Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eqt Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
	11/13	2148	2150		2200	21136	Big Canyon Rd											6		Faulty Alarm Mdn HS
	11/14	1602	1604	1624	1629	21174	Hwy 29			5										Non Injury
	11/15	0814	0816		0830	21209	Hwy 29							2						UTL
	11/15	1305	1307	1315	1320	21226	Wardlaw		18											NMM
	11/15	1331	1332	1337	1446	21229	Hwy 29			6										1 Pt to AHC
	11/15	1709	1710	1712	1821	21243	Mtn Meadow North		19											1 Pt to AHC
	11/16	0107	0109	0111	0120	21327	Bunker									2				Lift Assist
	11/16	0345	0348	0350	0422	21335	Fish Hook Ct						4							10 X 12 Spot
	11/17	1854	1855		1858	21388	Bush Street										3			CR
	11/18	1238	1240	1250	1250	21437	May Hollow Rd		20											Cx
	11/18	1523	1525	1533	1645	21451	Berry Street		21											1 Pt C3 to AHC CB
	11/18	2002	2005	2015	2030	21470	Glenwood		22											NMM
	11/18	2209	2212	2220	2330	21475	Hawks Hill Rd		23											1 Pt C2 to AHC
	11/19	0431	0435	0438	0500	21482	Mountain Meadow North		24											Private Transport
	11/19	1520	1521		1533	21516	Powder Horn Road								1					CR
	11/19	2350	2354	0002	0026	21537	knowles Lane										4			LA
	11/20	0842	0845	0853	0945	21556	Coyle Springs Rd		25											1 PT C2 to AHC
	11/20	1035	1037	1042	1052	21572	Deer Hill Rd.		26											PT Private transport
	11/20	1426	1428		1440	21585	Hwy 29			7										Cx
	11/21	0309	0311	0313	0327	21615	Park Ridge											7		CO Alarm
	11/21	0638	0640	0642	0654	21618	Mtn Meadow North											8		CO Alarm
	11/21	1153	1155	1201	1325	21632	Coyle Springs Rd		27											1 Pt to AHC ALS
	11/21	1331	1333	1337	1445	21642	Hwy 29			8										1 Pt to AHC BLS
	11/22	0834	0834		0842	21682	Hartmann Rd		28											Transpt via PVT
	11/22	1110	1111	1122	1232	21695	Spruce Grove Rd		29											1 Pt to AHC ALS
	11/23	1153	1156	1203	1229	21745	Raven Hill									5				Lift Assist
	11/24	0743	0746	0759	0900	21787	Hwy 29		30											NMM
	11/24	1323	1325	1335	1445	21798	Saint Stephen		31											1 Pt C2 to AHC
	11/25	1512	1515	1530	1530	21861	Santa Clara											9		Odor Invest, CR
	11/26	0940	0945	0955	1012	21893	Fernwood		32											NMM
	11/26	1012	1012	1020	1040	21896	Little Peak										6			LA
	11/26	1250	1253	1305	1430	21907	Coyle Springs		33											1 PT C2 AHC
	11/26	1849	1851		1900	21945	Hwy 29				9									CR



## December BOD Agenda Item - Fire Consultant Update

Wink, Mike

Sun 12/8/2019 5:34 PM

To: Fong, Gloria

Cc: Devin Hoberg; Cory Smith; Todd Fenk; Kevin Case

 3 attachments (272 KB)

SLCF Fire Consultant PSA 12-17-19 .docx; SLCF Fire Consultant 12-17-19.xls; MOU-PCPersonnel eff 12-17-19.doc;

Gloria, please see below and attached.

Agenda Item: Action Item

Updated Professional Services Agreement, Financial Breakdown, and PCF MOU all updated with the financial compensation agreed upon between Lotusland and the Fire Consultant they chose to hire. This is a pass through agreement where Lotusland will pay for actual costs for the SLCF Fire Consultant to work with their Team on the MAHA Guenoc Valley Project. If approved and signed today the Fire Consultant will start work on or after 01-06-2020.

Sincerely, Mike

# LOTUSLAND



CONTINUING SERVICES AGREEMENT

BETWEEN

LOTUSLAND INVESTMENTS HOLDING INC.

AND

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

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APPENDIX A - CONTRACTOR EXECUTIVE ACKNOWLEDGEMENT LETTER



## CONTINUING SERVICES AGREEMENT

This Continuing Services Agreement (the "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between LOTUSLAND - LAKE COUNTY, ("LOTUSLAND - LAKE COUNTY") and SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT ("SLCFPD").

WHEREAS, LOTUSLAND - LAKE COUNTY is the contract operator structural improvements on Sovereign Lands that are used for residential housing and gaming, and

WHEREAS, LOTUSLAND - LAKE COUNTY desires to enter into this Agreement with SLCFPD to set forth the general terms and conditions under which SLCFPD shall perform services ("Services") as may from time to time be agreed upon in separate purchase orders (each a "Purchase Order" and collectively the "Purchase Orders") related to the services required for LOTUSLAND - LAKE COUNTY to perform its responsibilities for operating one or more of the aforementioned projects, and

WHEREAS, SLCFPD desires to perform the Services as an independent contractor to LOTUSLAND - LAKE COUNTY.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

### 1. PURCHASE ORDERS

SLCFPD agrees to perform the Services described in each Purchase Order (as to each Purchase Order, the "Scope of Services") entered into and executed by the parties from time to time. SLCFPD and LOTUSLAND - LAKE COUNTY may enter into and execute any number of Purchase Orders under this Agreement relating to one or more projects. Each Purchase Order shall: (i) be separately numbered and (ii) contain at minimum the following information: name of contracting parties, date of this Agreement, date of Purchase Order, specific project location, description of Services to be performed, date when Services are to be performed or delivered, and amount of compensation payable to SLCFPD for such Services. Each Purchase Order is hereby operated herein as if fully set forth herein. Notwithstanding the foregoing, if any terms or conditions in the Purchase Order, or any attachment thereto, are onsistent or in conflict with the Agreement, this Agreement shall control. The parties agree that the Purchase Order shall not amend or modify this Agreement. The projects for which the parties enter into a Purchase Order are herein referred to individually as a "Project" and collectively as the "Projects". Any services, work or supplies which may be performed or provided by SLCFPD with respect to a particular Project prior to the actual date of execution by SLCFPD and LOTUSLAND - LAKE COUNTY of an appropriate Purchase Order shall nonetheless be deemed to be performed under this Agreement and all of the provisions hereof shall apply to such services, work and supplies.

### 2. TERM

This Agreement shall be for a term lasting three (3) years from the date first specified above, unless earlier terminated pursuant to this Agreement or extended by a mutual written agreement executed by both parties, provided however, that for a Purchase Order executed during the term

of this Agreement, if the performance of the Scope of Services extends beyond the two (2) year term of this Agreement, then the term of this Agreement shall be extended solely for and until completion of the Scope of Services.

### 3. COMPENSATION

Compensation to SLCFPD for the Scope of Services under each Purchase Order shall be calculated as described in such Purchase Order, whether by fixed price, hourly rates subject to a fixed rate schedule with maximum limits, "cost plus", or other basis as may be described in said Purchase Order. No expenses, costs or liabilities of SLCFPD shall be reimbursable by LOTUSLAND - LAKE COUNTY unless the obligation and manner of reimbursement is expressly set forth in said Purchase Order. It is expressly understood and agreed that the compensation provided for in each Purchase Order shall be the only payment to which SLCFPD shall be entitled for the Scope of Services covered by such Purchase Order, and that SLCFPD shall be responsible for any and all taxes, employment benefits and social benefits resulting from or attributable to any payments made hereunder.

### 4. PAYMENT

- 4.1 By the 15th day of each month applicable during the performances of each Purchase Order, SLCFPD shall prepare and submit to LOTUSLAND - LAKE COUNTY a separate reasonably itemized invoice for each such Purchase Order covering the Services rendered by SLCFPD during the preceding month under such Purchase Order, prepared in accordance with the compensation provisions of each applicable Purchase Order, along with a summary statement of all amounts due and outstanding under this Agreement in such form as is designated by LOTUSLAND - LAKE COUNTY.
- 4.2 Itemized invoices shall include, in addition to any special information required by the applicable Purchase Order, an itemization of the work performed, the time expended by each person on each element of the work performed and an itemization of each reimbursable expense (if any) authorized under the Purchase Order, all with such receipts or other substantiation as may reasonably be requested by LOTUSLAND - LAKE COUNTY.
- 4.3 All properly invoiced amounts shall be due and paid to SLCFPD within forty-five (45) days after invoice receipt.
- 4.4 SLCFPD shall have one year after the completion of Services to invoice LOTUSLAND - LAKE COUNTY for all amounts due and outstanding under each Purchase Order governed by this Agreement. In the event, SLCFPD fails to invoice LOTUSLAND - LAKE COUNTY for all amounts due within such one year period, SLCFPD shall waive its right to collect payment from LOTUSLAND - LAKE COUNTY for such amounts under the applicable Purchase Order.
- 4.5 Invoices and communications regarding invoices shall be sent directly to the facility that issued the Purchase Order, unless otherwise directed by said Purchase Order.

### 5. WARRANTY

In addition to any and all warranties provided or implied by law or public policy, SLCFPD warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that SLCFPD

perform all Services in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement and the Purchase Order applicable to such Services, all with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. SLCFPD further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work such as the Services, SLCFPD shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement and the Purchase Orders. Unless otherwise expressly permitted by the applicable Purchase Order or express written change executed as provided under Section 6, all materials and supplies to be used by SLCFPD in the performance of the Services shall be new and best of kind. This section shall not be construed to relinquish any statutory immunities the SLCFPD may be entitled to under the law.

SLCFPD hereby assigns to LOTUSLAND - LAKE COUNTY all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably tenable from suppliers of equipment and material used in the Services.

## 6. CHANGES AND EXTRA SERVICES

6.1 Provided that LOTUSLAND - LAKE COUNTY gives reasonable advance notice to SLCFPD, LOTUSLAND - LAKE COUNTY may propose in writing changes to SLCFPD's work within the Scope of Services described in any particular Purchase Order. If SLCFPD is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the Services under such Purchase Order, then within five (5) days after receipt of a written proposal for changes in SLCFPD's work under such Purchase Order, SLCFPD shall so notify LOTUSLAND - LAKE COUNTY of that fact. SLCFPD may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of the Purchase Order covering such Scope of Services. When and if LOTUSLAND - LAKE COUNTY and SLCFPD reach agreement on any such proposed change and its effect on the cost and time for performance under any Purchase Order, they shall confirm such agreement in writing as an amendment or supplement to such Purchase Order. In the event that the parties cannot reach agreement as to the proposed change, SLCFPD shall not be obligated to perform such change.

6.2 LOTUSLAND - LAKE COUNTY shall not be liable for payment for any changes under Section 6.1, nor shall SLCFPD be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon LOTUSLAND - LAKE COUNTY's written request, SLCFPD begins work in accordance with a proposed change, LOTUSLAND - LAKE COUNTY shall be liable to SLCFPD for the amounts due with respect to SLCFPD's work pursuant to such change, unless and until LOTUSLAND - LAKE COUNTY notifies SLCFPD to stop work on such change.

## 7. DELAYS IN PERFORMANCE

SLCFPD shall perform all Services with due diligence upon receipt of a Purchase Order from LOTUSLAND - LAKE COUNTY duly executed by both LOTUSLAND - LAKE COUNTY and SLCFPD. SLCFPD shall keep LOTUSLAND - LAKE COUNTY reasonably advised of the progress of SLCFPD's performance of the Services. In the event that performance of the Services is delayed by causes beyond the reasonable control of SLCFPD, and without the fault or negligence of SLCFPD, the time (but not the compensation) for the

performance of the Services may be adjusted pursuant to Section 6.1 above. SLCFPD shall provide LOTUSLAND - LAKE COUNTY with written notice of delay, including therein a description of the delay and the steps contemplated or taken by SLCFPD to mitigate the effect of such delay.

No failure or omission of LOTUSLAND - LAKE COUNTY to carry out or observe any of the terms, provisions or conditions of this Agreement shall give rise to any claim by the SLCFPD against LOTUSLAND - LAKE COUNTY or be deemed a breach of this Agreement if and to the extent that the same is caused by and arises out of acts of God, strikes, lockouts or other labor disturbances, or any cause of a like or different kind beyond the reasonable control of LOTUSLAND - LAKE COUNTY.

## 8. PROJECT SITE

SLCFPD shall perform the Services in such manner as to cause a minimum of interference with LOTUSLAND - LAKE COUNTY's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, SLCFPD shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site includes the Resort and related Facilities areas, all buildings, offices, and other locations where Services are to be performed, including any access roads. SLCFPD shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. LOTUSLAND - LAKE COUNTY will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at SLCFPD's sole risk. LOTUSLAND - LAKE COUNTY may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by LOTUSLAND - LAKE COUNTY shall be solely as an accommodation and LOTUSLAND - LAKE COUNTY shall have no liability therefore. SLCFPD acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any LOTUSLAND - LAKE COUNTY-owned equipment and property provided by LOTUSLAND - LAKE COUNTY for the performance of Services. LOTUSLAND - LAKE COUNTY shall have no liability to SLCFPD therefore. In addition, SLCFPD further acknowledges and agrees that it shall assume the risk and is solely responsibility for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, or other property which is utilized by SLCFPD on each Project site.

## 9. TERMINATION

9.1 Either party may terminate this Agreement (or any individual Purchase Order) upon seven (7) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement (or such Purchase Order) through no fault of the terminating party; provided that such notice shall specify in reasonable detail the nature of such substantial failure of performance; and further provided that if during such seven (7) day period such other party substantially remedies such performance, this Agreement (or such Purchase Order) shall not be terminated. However, the non-performing party shall not be relieved of the obligation to complete such performance or from liability for any damages caused to the other party by such failure of performance. This Agreement (including any or all Purchase Orders) may also be terminated by either party for its convenience without penalty or termination fee. LOTUSLAND - LAKE COUNTY may terminate upon ten (10) days' written notice.

- 9.2 Upon receipt of notice of termination from LOTUSLAND - LAKE COUNTY, unless otherwise permitted by the foregoing provisions of Section 9.1 or otherwise instructed within the body of such notice, SLCFPD shall discontinue its services, and as soon as reasonably possible thereafter, shall deliver to LOTUSLAND - LAKE COUNTY all data, documents, drawings, reports, estimates, summaries and such other information and materials, as may have been accumulated by SLCFPD in the performance of this Agreement, whether completed or in process ("Project Information").

## 10. INSURANCE

- 10.1 SLCFPD shall maintain in full force and effect during the term of this Agreement, at its sole cost and expense with insurance companies having a Best's Insurance Guide Rating (or otherwise satisfactory to LOTUSLAND - LAKE COUNTY), the insurance described below, as well as such other and further insurance or payment and/or performance bonds as LOTUSLAND - LAKE COUNTY may reasonably request, with coverage at levels normal in the ordinary course of its business, but at levels no less than the minimums indicated, and shall provide to LOTUSLAND - LAKE COUNTY, upon request, copies of such policies. A certificate of insurance evidencing such coverages shall be provided to LOTUSLAND - LAKE COUNTY prior to performing any Services for LOTUSLAND - LAKE COUNTY.
- 10.1.1 Commercial general liability insurance, including bodily injury, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a combined single limit of \$1,000,000 each occurrence. Such policy should be written on an "occurrence" (and not a "claims made") basis.
- 10.1.2 Umbrella liability coverage on a following form basis with a combined single limits of \$4,000,000 each occurrence. Such policy should be written on an "occurrence" (and not a 'claims made') basis.
- 10.1.3 Workers Compensation insurance with statutory limits with coverage required under laws, regulations and statutes applicable, and Employer's Liability insurance with limits of not less than \$1,000,000.
- 10.1.4 Business automobile liability insurance covering owned non-owned and hired automobiles for a combined single limit of \$1,000,000.
- 10.1.5 If any exposure exists, Professional Health Care Liability insurance with a limit of not less than \$1,000,000 per occurrence.
- 10.2 All insurance policies shall be endorsed to provide that all insureds and additional insureds hereunder be given thirty (30) days' advance notice of cancellation or material change. Insurance policies procured by SLCFPD pursuant to this Section 10 shall be endorsed to state that the insurance afforded to LOTUSLAND - LAKE COUNTY as an additional insured is sole primary insurance. If LOTUSLAND - LAKE COUNTY has other insurance that is applicable to an "occurrence", claim or suit, such other insurance shall apply on an excess basis only.
- 10.3 LOTUSLAND - LAKE COUNTY, and their parent, subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, representatives, partners and lenders shall be named as an additional insured under each policy listed

above (except for the workers compensation and professional liability policies) and provided a waiver of subrogation.

- 10.4 It is expressly acknowledged, understood and agreed that no payment shall be due from LOTUSLAND - LAKE COUNTY to SLCFPD under this Agreement at any time when, or for any Services performed when, SLCFPD is not in full compliance with this Section 10.
- 10.5 It is expressly acknowledged, understood and agreed that regardless of whether SLCFPD provides a satisfactory or an unsatisfactory certificate of insurance pursuant to Section JO.I, and regardless of whether LOTUSLAND - LAKE COUNTY allows SLCFPD to perform Services for LOTUSLAND - LAKE COUNTY, LOTUSLAND - LAKE COUNTY has not waived, and is not estopped from asserting against SLCFPD, any claim or claims alleging SLCFPD's breach of any of its insurance procurement or maintenance obligations under this Section 10.

## 11. SUBCONTRACTING

SLCFPD may subcontract any of the Services to one or more subcontractors only with the prior written consent of LOTUSLAND - LAKE COUNTY in each case. SLCFPD shall supervise all work subcontracted by SLCFPD in performing the Services and shall be responsible for all work performed by a subcontractor as if SLCFPD itself had performed such work. The subcontracting of any work to subcontractors shall not relieve SLCFPD from any of its obligations under this Agreement with respect to the Services. Subcontracts with Affiliates (as defined herein) of SLCFPD shall be on a competitive and arms-length basis. SLCFPD is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 10, to LOTUSLAND - LAKE COUNTY's satisfaction. SLCFPD shall be responsible for paying all costs and charges of all subcontractors and shall indemnify and hold LOTUSLAND - LAKE COUNTY harmless from any and all claims, demands, costs, liabilities and expenses (including attorneys' fees) arising out of any work or Services performed by any subcontractor for SLCFPD in connection with the Services or a Project to the same extent (under Section 13) as if SLCFPD had itself performed such work or Services. Without limiting the generality of the foregoing, within ten (10) days after written notice from LOTUSLAND - LAKE COUNTY, SLCFPD shall remove, by payment or by posting and recording statutory and/or other bonds satisfactory to LOTUSLAND - LAKE COUNTY, any and all mechanic's or material man's liens filed or recorded by any subcontractor (or any employee, agent or subcontractor of a subcontractor) against a Project or any real property related to a Project.

## 12. ASSIGNMENT AND DELEGATION

SLCFPD may not assign this Agreement (by operation of law or otherwise), nor (subject to SLCFPD's subcontracting rights under Section 11 above), may SLCFPD delegate its duties under this Agreement, in each case without the prior written approval of LOTUSLAND - LAKE COUNTY. Any such unauthorized attempted assignment or delegation shall be void and unenforceable. LOTUSLAND - LAKE COUNTY shall have an absolute right to assign its rights under this Agreement to any financially qualified party, subject to SLCFPD's right of reasonable approval, which approval shall not be untimely or unreasonably withheld. Notwithstanding the foregoing, LOTUSLAND - LAKE COUNTY may assign this Agreement to an affiliate or in connection with any merger, acquisition or similar event.

### 13. INDEMNITY AND LIMITATION OF LIABILITY

13.1 Subject to Section 13.2 below, SLCFPD agrees to protect, defend, indemnify and hold harmless LOTUSLAND - LAKE COUNTY, each Project owner, each Project lessee (if any), all Project related lenders, each of the foregoing parties' shareholders, partners and other equity holders, and all of the foregoing parties' Affiliates, employees, directors, agents and representatives (collectively, "**Indemnities**"), from and against any and all liabilities, losses, damages, claims, liens, demands and causes of action of every type (including intellectual property claims) (collectively, "**Liabilities**"), and all costs and expenses associated therewith (including without limitation judgments, penalties, interest, settlement fees, court costs and legal fees) incurred by the Indemnities, including without limitation Liabilities associated with personal injury or death (including without limitation injury to or death of an Indemnity or its employees) or damage to property (including without limitation property of Indemnities), which arise out of or relate to SLCFPD's performance under this Agreement.

13.2 The indemnification and other protections provided to an Indemnity under Section 13.1 shall not extend to Liabilities determined pursuant to a final judgment by a court of competent jurisdiction to have been caused solely by the negligence of the particular Indemnity claiming indemnification. Additionally, if it should be determined pursuant to a final judgment by a court of competent jurisdiction that any indemnification or other protection afforded to any Indemnity under Section 13.1 would be in violation of, or otherwise prohibited by, any applicable law, then Section 13.1 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such Indemnity consistent with such applicable law.

13.3 For purposes of this indemnity as well as for all other purposes of this Agreement, the term "**Affiliate**" shall mean an entity which controls, is controlled by, or is under common control with, the entity with which the affiliation is claimed. Variations of the word "control" as used in the foregoing sentence shall, for corporations, mean the ability to vote fifty percent (50%) or more of the voting stock of such corporation, and, for partnerships, shall mean status as a general partner within such partnership.

13.4 IN NO EVENT SHALL LOTUSLAND - LAKE COUNTY BE LIABLE FOR SPECIAL, IDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TERMINATION HEREOF.

### 14. DOCUMENTS

The parties hereto agree that SLCFPD shall turn over to LOTUSLAND - LAKE COUNTY all Project Information, including all copies thereof, when and as requested during the term of this Agreement and when the Services under all Purchase Orders have been completed. All such Project Information, including all copies thereof, shall be the property of LOTUSLAND - LAKE COUNTY.

### 15. NON-DISCLOSURE OF INFORMATION

15.1 SLCFPD agrees to hold confidential and not disclose any of the Project Information to any person and not disclose any of the Project Information for any purpose whatsoever except in a manner specifically provided for in this Agreement.

- 15.2 The obligations undertaken pursuant to this Article shall not apply to such part of the Project Information which LOTUSLAND - LAKE COUNTY has not or does not continue to treat as secret and confidential or which is or has become published or otherwise generally available to the public, other than as a consequence of any act by SLCFPD or any of its employees, or which, at the time of disclosure to SLCFPD, was already in the lawful possession of SLCFPD.
- 15.3 SLCFPD shall impose corresponding obligations of confidentiality on its employees and subcontractors involved in the performance of the Services prior to making the Project Information available to them. A breach of confidentiality of Project Information by any such employee or subcontractor shall be deemed a breach of confidentiality by SLCFPD.
- 15.4 It shall not be a breach of the confidentiality obligations hereof for SLCFPD to disclose Project Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case the SLCFPD shall (i) give LOTUSLAND - LAKE COUNTY the earliest notice possible in writing that such disclosure is or may be required and (ii) cooperate with LOTUSLAND - LAKE COUNTY in protecting such confidential or proprietary nature of the Project Information which must so be disclosed.
- 15.5 SLCFPD agrees that LOTUSLAND - LAKE COUNTY's remedies in law for unauthorized disclosure of Project Information by SLCFPD are insufficient. SLCFPD agrees that LOTUSLAND - LAKE COUNTY shall be entitled to seek equitable remedies without having to prove damages resulting from the unauthorized disclosure of Project Information.
- 15.6 Notwithstanding the provisions of this Agreement, the requirements of the Brown Act and the Public Records Act shall prevail over any contract provision to the contrary. SLCFPD shall however, comply with the provisions of Section 15.4 herein.

16. AUDITS AND DISPUTES

- 16.1 LOTUSLAND - LAKE COUNTY reserves the right to audit, at any and all reasonable times, all records of SLCFPD (including SLCFPD's subcontractors) pertaining to the Services, including, without limitation, labor hours, computer usage, cost of materials, reimbursable expenses (if allowed) and any and all costs charged to LOTUSLAND - LAKE COUNTY, during, and for a period of two (2) years following, the term of this Agreement.
- 16.2 SLCFPD and LOTUSLAND - LAKE COUNTY shall make every attempt to resolve in an amicable way any dispute concerning the interpretation or the performance of this Agreement. Any dispute which cannot be resolved by the parties hereto shall be resolved in a court of competent jurisdiction unless the parties agree to arbitration or other alternative dispute resolution.

17. GOVERNING LAW

This Agreement and any and all Purchase Orders that are subject to the terms of this Agreement shall be governed by and be construed in accordance with the laws of the state where the work was performed with respect to the particular Purchase Order in dispute without regard to its conflict of laws principles. In the event a dispute arises under this Agreement and not any specific Purchase Order, or if a dispute arises with respect to multiple Purchase Orders for work in different states, then the Agreement and, if applicable, the Purchase Orders, shall be governed by and be construed in accordance with the laws of the State of New York without regard to its



conflict of laws principles. Each party hereby irrevocably agrees that any legal action or proceeding with respect to this Agreement and, if applicable, any Purchase Order, shall be brought in the federal or state Courts of the State of California. By execution of this Agreement, each party irrevocably submits to each such jurisdiction as provided above and hereby irrevocably waives any and all objections which it may have as to venue in any of the above applicable courts.

18. NOTICES

All notices, correspondence and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when actually received. Such notices may be given personally, by first class, registered or certified mail, or by facsimile transmission.

LOTUSLAND - LAKE COUNTY

LOTUSLAND - LAKE COUNTY  
22000 Butts Canyon Road  
Middletown, CA 95461

Attention: Kevin Case  
Contracts Analyst  
Ph: 770-815-7220  
Wk:707-375-3379

SLCFPD:

South Lake County Fire Protection District

P.O. Box 1360

21095 Highway 175

Middletown, CA 95461

Attention: Board President and Fire Chief

Ph: 707-987-3089

Fx: 707-987-9478

19. WANER

Except as expressly provided by this Agreement or by any Purchase Order, no waiver of any term or condition of this Agreement shall be valid unless made in writing and executed on behalf of the waiving party hereto by a duly authorized representative of that party and specifying the nature and extent of such waiver. Such waiver shall in no event be construed to be a general waiver of any of the terms and conditions contained in this Agreement, but the same shall be strictly limited to the extent and occasion specified in such signed writing. Failure on the part of

the party to complain of any act or failure to act on any complaint of the other party, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder, except to the extent such result is expressly provided for under this Agreement or under any Purchase Order.

20. INVALIDITY OF PROVISIONS

If any provisions of this Agreement are or become invalid, the validity of the remaining provisions shall not be affected thereby. The parties hereto shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provisions. If an agreement on the substitution cannot be reached within six (6) months from the date both parties first become aware, or should have become aware, of the likely invalidity of such provision, the question of which substitution is reasonably required shall be decided as provided in Section 16.

21. INDEPENDENT CONTRACTOR

SLCFPD acknowledges and agrees that it is an independent contractor and that the performance of the Services shall be entirely under SLCFPD's supervision, direction and control, subject to advisory contacts with, periodic reporting to, and compliance with constraints imposed by LOTUSLAND - LAKE COUNTY consistent with the terms of this Agreement and of the Purchase Orders, LOTUSLAND - LAKE COUNTY being primarily interested in the results to be obtained by SLCFPD's performance of the Services. All Services performed must meet the approval of LOTUSLAND - LAKE COUNTY and shall be subject to a general right of inspection by or on behalf of LOTUSLAND - LAKE COUNTY to verify the satisfactory performance and completion of the Services. SLCFPD hereby agrees to indemnify LOTUSLAND - LAKE COUNTY and its directors, officers and employees for any claims, losses, costs, fees, liabilities, damages or injuries suffered by LOTUSLAND - LAKE COUNTY arising out of SLCFPD's breach of this section or a determination by a court or agency that SLCFPD or its employees are not independent contractors.

22. LAWS, REGULATIONS AND COMPANY RULES

SLCFPD agrees to obtain, make and file all permits, licenses and other governmental approvals, filings and consents required for performance of the Services and to comply with all federal, state and local laws, regulations, rules and ordinances. SLCFPD agrees to comply in all material respects with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to any and all of the same relating to (i) labor and employment matters (including but not limited to laws relating to equal employment opportunities, affirmative action, certification of non-segregated facilities, employment opportunities for handicapped individuals, subcontracting with small business concerns, subcontracting with minority business enterprises), (ii) environmental matters, (iii) health and safety matters and (iv) security matters.

23. SURVIVAL

The rights and obligations of the parties which, by their nature, are normally intended to survive the termination or completion of an agreement similar to this Agreement shall remain in full force and effect following termination of this Agreement for any reason.

24. ENTIRE AGREEMENT

This Agreement, together with Exhibits and Schedules, if any, attached hereto, all of which are operated herein as part of this Agreement by this reference, and together with all Purchase Orders, contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements, whether written or oral, including all prior Continuing Services Agreements entered into between the parties.

25. AMENDMENTS

No amendment to this Agreement or to any Purchase Order shall be binding upon either party hereto, unless it is in writing and executed on behalf of each party hereto by a duly authorized representative and expressly specified as such.

26. HEADINGS

Headings to Sections of this Agreement are to facilitate reference only and shall neither form a part of this Agreement, nor in any way affect the interpretation thereof.

27. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their successors and permitted assigns, but shall not inure to the benefit of any third party.

28. ATTORNEYS' FEES

In the event of litigation concerning the interpretation or enforcement of this Agreement or any Purchase Order, the prevailing party in such litigation, as determined by the Court, shall be entitled to recover from the other party, such prevailing party's reasonable attorneys' fees, as well as its costs.

29. SAFETY AND HEALTH PROGRAMS

SLCFPD shall assist in establishing, maintaining, and enforcing safe work practices, and assist with implement an accident prevention program intended to ensure safe and healthful operation. The program should include all requisite components of such a program under Federal, State and local regulations and shall comply with all LOTUSLAND - LAKE COUNTY site programs.

29.1 SLCFPD will jointly be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to LOTUSLAND - LAKE COUNTY upon request.

29.2 SLCFPD will jointly be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by LOTUSLAND - LAKE COUNTY. SLCFPD shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

29.3 SLCFPD will jointly be responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 29.4 LOTUSLAND - LAKE COUNTY, or their representatives, shall periodically monitor the safety performance of SLCFPD working on the Project. All SLCFPD employees and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from LOTUSLAND - LAKE COUNTY to SLCFPD under this Agreement at any time when, or for any Services performed when, SLCFPD is not in compliance with this Section 29.
- 29.5 SLCFPD shall immediately report any injuries to the LOTUSLAND - LAKE COUNTY site safety representative. Additionally, SLCFPD shall investigate and submit to the LOTUSLAND - LAKE COUNTY site safety representative copies of all written accident reports, and coordinate with LOTUSLAND - LAKE COUNTY if further investigation is requested.
- 29.6 SLCFPD shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services.
- 29.7 SLCFPD shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 29.8 SLCFPD shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project

30. LIENS

SLCFPD agrees to promptly, upon written notice to it, discharge or cause to be discharged, liens filed by others on account of claims for any labor performed or material or equipment furnished under this Agreement by SLCFPD, its subcontractors, agents or representatives.

With its proposed final invoice, the SLCFPD shall deliver to LOTUSLAND - LAKE COUNTY a final release of all liens arising out of this Agreement, and receipts in full for all the labor and materials furnished for the project, and an affidavit that so far as it has knowledge or information, the releases and receipts included in all labor and materials for which a lien could be filed. The SLCFPD may, if any subcontractor refuses to furnish a release or receipt in full, furnish a court bond, satisfactory to LOTUSLAND - LAKE COUNTY, to indemnify LOTUSLAND - LAKE COUNTY against any lien or the potential thereof. If any lien remains unsatisfied, the SLCFPD shall refund to LOTUSLAND - LAKE COUNTY all monies that LOTUSLAND - LAKE COUNTY may be compelled to pay in discharging such lien, including all costs and attorney's fees.

31. DRUGS, ALCOHOL AND WEAPONS

SLCFPD agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of LOTUSLAND - LAKE COUNTY that: (i) The use, possession and/or distribution of illegal or unauthorized drugs, drug-related paraphernalia or weapons on LOTUSLAND - LAKE COUNTY's premises is prohibited and the use or possession of alcoholic beverages, except where authorized by LOTUSLAND - LAKE COUNTY's management, is also prohibited; and (ii) Any person who is found in violation of the policy may be removed and barred from LOTUSLAND - LAKE COUNTY's premises, at the direction of LOTUSLAND - LAKE COUNTY.

32. NON-PUBLICITY

All media releases, public announcements and other disclosures by either party relating to this Agreement or the subject matter hereof, including promotional or marketing material, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by the other party prior to release. In addition, the parties shall refrain from removing, overprinting or defacing any notices of copyright, trademark, logo or other proprietary identifications or notices of confidentiality, from any originals or copies of the other Party's Confidential Information.

Notwithstanding the provisions of this Agreement, the requirements of the Brown Act and the Public Records Act shall prevail over any contract provisions to the contrary, SLCFPD shall however, comply with the provisions of Section 15.4 herein.

33. COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Execution and delivery of this Agreement by exchange of facsimile copies or by exchanging Portable Document Format ("PDF") copies bearing the signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SLCFPD

LOTUSLAND - LAKE COUNTY

Name:

Name:

Title:

Title:

Date:

Date:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## APPENDIX A

### Contractor Executive Management Acknowledgment Letter

Dear LOTUSLAND - LAKE COUNTY:

I understand that LOTUSLAND - LAKE COUNTY, holds its employees and Contractors to the highest standards of workplace and public safety. I understand that LOTUSLAND - LAKE COUNTY believes that every person working on an LOTUSLAND - LAKE COUNTY site has the right to work in the safest work environment that can be provided.

I agree that I will do everything within my authority and influence to support and assure that my company employees (and any subcontractors retained by my company to work on an LOTUSLAND - LAKE COUNTY site) work diligently towards providing a safe and healthy workplace for themselves and others that work near them. Specifically, I agree that all on-site representatives of my company will fully implement all appropriate components of any safety management system implemented by LOTUSLAND - LAKE COUNTY for the project site. I agree that this commitment is a binding part of my company's work agreement with LOTUSLAND - LAKE COUNTY.

As a minimum, I will assure that all on-site representatives of my company will comply with all applicable safety and health regulations, wear all required personal protective equipment, assure 100% conformance with critical procedures and controls such as those for fall protection, confined space entry, trenching, and lockout tagout, and otherwise strive to provide a safe and healthy workforce within a safe and clean workplace. My company will implement our own comprehensive programs and procedures designed to keep all persons in a multi-employer workplace safe from hazards created or recognized by our representatives and/or our job scope. We will submit Hazard Evaluations / Task Analyses to LOTUSLAND - LAKE COUNTY for any activity that involves potential hazards that could result in serious illnesses or injuries. We will communicate any previously unrecognized hazards to LOTUSLAND - LAKE COUNTY when we determine that they exist, and we will work with LOTUSLAND - LAKE COUNTY to mitigate any site or job-specific hazards on an on-going basis.

Company:

Signed:

Name:

Title:

PURCHASE ORDER : \_\_\_\_\_

UNDER Continuing SERVICES AGREEMENT / WITH

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

(SLCFPD)

This Purchase Order is entered into pursuant to the Continuing Services Agreement dated as of: January \_\_, 20\_\_ between LOTUSLAND - LAKE COUNTY Corporation ("LOTUSLAND - LAKE COUNTY") and the undersigned Contractor ("CONTRACTOR"). Capitalized terms used and not defined herein shall be the meaning set forth in the Continuing Services Agreement, unless the context requires other discussion.

1. Project Services:

This Purchase Order relates to the following Project or Projects:

LOTUSLAND - LAKE COUNTY Enhanced Service Agreement:

Performing the following (South Lake County Fire Protection District):

1. Provide a Fire Consultant dedicated to the Resort Development Project
2. Associated duties, including but not limited to:
  - a. Emergency preparedness and response on property
  - b. Research and to provide Staff Reports
  - c. Support the Development Team
  - d. Be on property pro-actively engaged in Fire Prevention efforts

2. Compensation: Compensation for the Scope of Services, LOTUSLAND - LAKE COUNTY shall pay to CONTRACTOR the following amounts at the following times:

\$12,328,00 month, to be paid forty-five (45) days from receipt of invoice. Total Not to exceed for this Purchase Order: \$147,924.00 without notification.

Any additional services will be requested under a separate Purchase Order and shall be billed on a time and materials basis.

3. Social Terms and Provisions: The following special terms and provisions shall be applicable to this Purchase Order:

- a. SLCFPD or designee may all meet with LOTUSLAND - LAKE COUNTY Sponsor no less than once per year **to determine training and other duties for the upcoming year.**
- c. LOTUSLAND - LAKE COUNTY approves CDF (CAL FIRE) as a subcontractor to SLCFPD for some support services.

4. On or about January of each year, SLCFPD shall notify LOTUSLAND – LAKE COUNTY of any needed COLA (Cost Of Living Adjustment) based on the CPI (Consumer Price Index) that would be applied the no later than July 1<sup>st</sup> of each year that could affect the monthly Purchase order.

CONTRACTEE

CONTRACTOR

**LOCAL FUNDED - SLCFPD RESOURCES**

**FISCAL DISPLAY**

NAME OF LOCAL AGENCY: **LOTUSLAND**

FISCAL YEAR                      **2019 / 2020**

**PERSONNEL SERVICES**

<b>PEACE OFFICER/FIREFIGHTER SALARIES</b>			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	12.05%	TOTAL
1	Fire Consultant		12	7,200.00	86,400.00	10,411.20	96,811.20
	Monthly Medical Ins Stipend		12		-	1,200.00	14,400.00
					-	-	-
					-	-	-
					86,400.00	11,611.20	111,211.20

**POF SALARIES** 111,211.20

<b>SAFETY SALARIES</b>			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	60.99%	TOTAL
					-	-	-

**SAFETY SALARIES** -

<b>MISC SALARIES</b>			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	75.63%	TOTAL
	8% - 401K Stipend		12	576.00		6,912.00	6,912.00

**MISC SALARIES** 6,912.00

<b>EXTENDED DUTY WEEK COMPENSATION</b>			MONTHLY	TOTAL	RETIRE	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	POT	44.51%	TOTAL
					-	-	-
					-	-	-
					-	-	-

**EDWC** -

<b>NIGHT DIFFERENTIAL</b>			MONTHLY	TOTAL	RETIREMENT	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	60.99%	TOTAL
					-	-	-

**NIGHT DIFFERENTIAL** -

<b>PARAMEDIC DIFFERENTIAL</b>			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	43.50%	TOTAL
					-	-	-
					-	-	-

**PARAMEDIC DIFFERENTIAL** -



FIRE MISSION DIFFERENTIAL				MONTHLY	TOTAL	BENEFITS	SUB
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	75.63%	TOTAL
					-	-	-

**FIRE MISSION DIFFERENTIAL** -

UNPLANNED OVERTIME			AMOUNT	BENEFITS	SUB
				1.45%	TOTAL

**UNPLANNED OT** -

UNEMPLOYMENT				MONTHLY	TOTAL	BENEFITS
	CLASS	PERIOD	MONTHS	RATE	SALARY	8.85%
					-	-

**UNEMPLOYMENT** -

**TOTAL PERSONNEL SERVICES** 118,123.20

MONTHLY 9,843.60  
HOURLY 681.49

**OPERATING EXPENSES**

UTILITIES			MONTHLY	AMOUNT
FACILITY	TYPE	MONTHS	RATE	
Middletown Station	all	12	100.00	1,200.00
Office Supplies - Middletown	all	12	150.00	1,800.00

**UTILITIES** 3,000.00

UNIFORM ALLOWANCE		MONTHS	MONTHLY	TOTAL	BENEFITS	TOTAL
POF	TYPE		RATE	ALLOWANCE	1.45%	
		12	177.50	2,130.00	30.89	2,160.89
				-	-	-
				-	-	-
				2,130.00	30.89	2,160.89

**UNIFORMS** 2,160.89

TRAVEL AND TRAINING			RATE	AMOUNT
NO				
	Training - Travel - Tuition			5,000.00
	Target Solutions - Cal Fire	12	75.00	75.00
				-

**TRAVEL AND TRAINING** 5,075.00

VEHICLES							AMOUNT
NO	OWNER	TYPE	DESC	RATE	MILES		
	District	Light Vehicle		0.580	5,000	per year	2,900.00
1	Mobile Radios	all	12	14.00			168.00
1	Electronic Sirens	all	12	8.00			96.00
1	Portable Radios	all	12	7.00			84.00

**VEHICLES** 3,164.00

**TOTAL OPERATING EXPENSES** 13,399.89

**ADMINISTRATIVE CHARGE**

RATE	of gross expenditures	
12.47%		131,523.09

**ADMINISTRATIVE CHARGE** 16,400.93

**TOTAL - SCHEDULE A** 147,924.02



**South Lake County Fire Protection District**  
— in cooperation with —  
**California Department of Forestry and Fire Protection**

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P.O. Box 1360 Middletown, CA 95461 - (707) 987-3089

**BOARD OF DIRECTORS' REGULAR MEETING MINUTES**  
**7:00 P.M., November 19, 2019, Middletown Fire Station**

**NON-TIMED ITEMS**

**A. OPEN MEETING:**

- A1. *President Hoberg called meeting to order at 7:02 p.m.*
- A2. *Battalion Chief Wink led pledge of allegiance.*
- A3. *Present: Director Rob Bostock, Vice President Reg Garcia, and President Devin Hoberg. Absent: Madelyn Martinelli and Jim Comisky. Also present: Battalion Chief Mike Wink Board Clerk Gloria Fong.*
- A4. **BOSTOCK/GARCIA MOTION** to approve agenda. *AYES: Garcia, Bostock, Hoberg. NOES: None. MOTION CARRIED.*

**B. CITIZENS' INPUT:** Letters from Gary Prather and Michael Prather

*Gary Prather voiced his concern for property owners outside the district who didn't receive a ballot and weren't able to vote on Measure L and questioned how units of risk were determined.*

*Battalion Chief Wink informed him information went out twice to zip codes in the fire district from "Yes on Measure L" committee.*

*It was explained the County doesn't have voting mechanism, different ballot, is not set up to reaching out to people not in the district and voters vote in the area of their primary residence. The Board agrees this doesn't make if fair and property owners should be given chance to express opinion and recommends this be communicated with Board of Supervisors.*

*Battalion Chief Wink explained Lake County Fire Protection District in 2016 started with the unit of risk, went through process on how city and county assesses, through consultant of Lower Lake and Clearlake. When all fire chiefs talked, all have a deficit that had to be closed, and all stated to come up with same formula. While all using all same formula, not all using same dollar amount. For instance while Northshore has 20,000 parcels, we have 8,790 and Lake County Fire consists of Lower Lake and Clearlake totaling 12,000. Not all the same, everyone has different parcel and not ask for more than they need but to maintain services they have and this came from another county. It was a recommendation and thought process. The methodology came from outside entity. Kelseyville and Lake Pillsbury are only areas not assessing.*

*Gary Prather, speaking on Danny Prather's behalf has 5 parcels, 4 at \$200 and small piece that cannot be split off is charged at \$160 each for total \$960 and neighbor is \$200. He learned that by no fault of the property owner and this is a county system, the assessors parcel number, that on some that can be combined are assessed on one when same address exists. This is not an option for timber property. It costs more because back taxes from beginning is required to be removed from timber.*

## C. COMMUNICATIONS:

### C1. Reports:

#### C1.1. Fire Sirens

*Battalion Chief Wink spoke to them today and they are asking wish list items get purchased.*

*Doors are installed and gets them 2<sup>nd</sup> way out of the House of Bargains.*

*Annual blood drive is Sunday December 8<sup>th</sup>. Volunteer Association will support with barbeque. While we don't think anyone is turned away, they do recommend appointments.*

#### C1.2. SL Fire Safe Council

*Battalion Chief Wink reports the council received funding and did last round of chipping in the area.*

*Council has a few groups under same umbrella working on applications for multimillion-dollar grants.*

#### C1.3. Volunteer Firefighters' Association

*On Association President Fenk's behalf who is unable to attend because he went home with flu, Battalion Chief Wink reports the Association is supporting the blood drive as reported earlier*

*Candy cane run for Cobb, Middletown, and Hidden Valley will be scheduled.*

*From the fundraiser the Association has funds to help with building Type 6 engine and is time consuming process of building it.*

*Association looking at a used Type 3 engine and want to use their funds to contribute towards its purchase. And if there is a gap, they may seek contributions from the Fire Sirens. This will be a good training vehicle.*

#### C1.4. Chief's Report

*Battalion Chief Wink reports:*

- *Chief Bertelli continues his assignment in Mendocino county. A retirement has bumped him up and when it becomes permanent, he will appoint to take the position.*
- *He'd been emailing Board about extra staffing and will continue email communications.*
- *The Kincade fire was ominous looking when it come down Dry Creek. People were being told there are over 200 firefighters there making sure it didn't come down the mountain.*
- *Upcoming training are rope rescue system, snow cat training. The training is expensive and there are funds for it.*

#### C1.5. Financial Report

*The year to date balance in the fire mitigation fee fund is \$240,000, \$32,000 of which is being used as District's match share for FEMA award towards generator replacement. Fire mitigation fees if not expended within five years of receipt are supposed to be returned to the property owner. Therefore, Board Clerk Fong recommend the remainder together with \$20,000 Intergovernmental Transfer funds received end of last fiscal year and another \$33,000 anticipated this fiscal year be used for the ambulance purchase.*

*Battalion Chief Wink reports the ambulance is in the build que right now in order to receive it in spring. It'll look identical to Cobb's ambulance. All are impressed with the vendor Horton Leader.*

*Battalion Chief Wink reports the \$20,000 wish list purchases are about finished and the Fire Sirens are sitting on \$30,000. While their charter states the funds they raise are to be spent on emergency response they want to talk about cost share for awning for building.*

C2. Directors' Activity and Committee Report

*Directors Garcia and Bostock have no activity to report.*

*Director Hoberg reports he attended information meeting at casino with public safety power shutoff was going on at same time.*

**TIMED ITEMS**

D. REGULAR ITEM:

- D1. Consideration for Salary Comparison from Fire Apparatus Engineer / Paramedic to Fire Captain Paramedic Classifications. Placed on the agenda by Battalion Chief Wink.

*Battalion Chief Wink wants to have discussion and action doesn't need to be taken at this time. He's been looking at numbers a long time and finally put pencil to it. Captains have done their training and are journeyed while engineers require apprentice level training.*

*Right now there is one fire captain, one fire captain paramedic, six engineer paramedics, two firefighter paramedics, plus one limited term position with flexibility to hire engineer for maximum of thirteen. Through attrition two will promote to fire captain paramedic. Instead of one fire captain on for three days per station, there will be six days for better continuity.*

*Come fiscal year 2020-2021, he's proposing the contract be for two fire captain paramedic replacing two engineer paramedic.*

*Battalion Chief Wink notes the budget is built at top step but the weeks of training doesn't really show in the budget. Bottom line savings is not paying training dollars and will see savings.*

*Director Garcia suggests the revenue committee meet and no action taken at this time.*

- D2. Consideration for duty statements for additions / changes approved October 15, 2019 to Memorandum of Understanding By and Between South Lake County Fire Protection District and South Lake County Volunteer Firefighters Association Inc. for Paid-Call Personnel. Placed on the agenda by Association President Todd Fenk.

*Item D2 tabled.*

E. CONSENT CALENDAR:

- E1. Minutes presented: September 17, 2019 – Regular Meeting

- E2. Warrants presented:

E2.1. October warrants

E2.2. September warrants – corrected

**BOSTOCK /GARCIA MOTION** to approve consent calendar. AYES: Bostock, Garcia, Hoberg. NOES: None. **MOTION CARRIED.**

F. **GARCIA/BOSTOCK MOTION** to adjourn the meeting at 8:10 p.m. All members in attendance are in favor of the motion.

Respectfully submitted by: \_\_\_\_\_  
Gloria Fong  
Board Clerk

READ AND APPROVED BY: \_\_\_\_\_  
DEVIN HOBERG  
President – Board of Directors

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 11/19/19 Corrected

Voucher No.	Merchant Vendor Name	Invoice	Invoice Description	Invoice Amt	Voucher Amt
9920	ARBA	DEC 2019 110719	GROUP LIFE DEC 2019 FOR PCFS	199.68	199.68
9921	AT&T	13756935 13902804	TELEPHONE SERVICE ME 10/12/19 TELEPHONE SERVICE ME 11/12/19	298.61 298.31	596.92
9922	CALLAYOMI CO WATER DISTRICT	369 10/28/19 80 10/28/19 81 10/28/19	FIRE LINE ME 10/28/19 WATER ME 10/28/19 WATER ME 10/28/19	46.10 623.22 49.55	718.87
9923	COBB AREA CO WATER DISTRICT	185 10/22/2019	WATER ME 10/22/19	118.92	118.92
9924	CORY SMITH	54756	INSTALLATION OF DRYER VENT	48.92	48.92
9925	COUNTY OF LAKE SOLID WASTE	04-00379686	REFUSE REMOVAL 10/25/19	19.05	19.05
9926	DENNIS MAHONEY	100	LANDSCAPE / CLEAN UP	150.00	150.00
9927	LAKE COUNTY EMPLOYEES' ASSN	HORST DEC 2019	OPEB DEC 2019	31.64	31.64
9928	LAKE COUNTY SPECIAL DISTRICTS	2200820 12/15/19 2202596 12/15/19	SEWER ME 12/15/19 SEWER ME 12/15/19	32.60 32.60	65.20
9929	LIFE ASSIST INC	950206 950913 951349 951560 952106	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES PRICE CORR REF 951560	350.29 42.22 1,166.72 106.70 -24.71	2,602.39

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 11/19/19 Corrected

Voucher No.	Merchant Vendor Name	Invoice	Invoice Description	Invoice Amt	Voucher Amt
		952430	EMS SUPPLIES	961.17	
9930	LOCH LOMOND MUTUAL WATER	31 11/24/19	WATER ME 11/24/19	90.00	90.00
9931	OCCU-MED LTD	1119858	PHYSICAL	462.85	462.85
9932	OPERATING ENGINEERS	HORST DEC 2019	OPEB DEC 2019	1,540.00	1,540.00
9933	PG&E	69913707415 1023	ELECTRIC CHGS ME 10/22/19	2,154.92	2,154.92
9934	SOUTH LAKE COUNTY FIRE PROTECTION D	PPE 10/31/19	PPE 10/31/19	40,085.70	40,085.70
9935	STEVEN HILGER	014003881 110819	MITIGATION FEE REFUND	2,760.00	2,760.00
9936	RESOLVE INSURANCE SYSTEMS	OCTOBER 2019	AMBULANCE BILLING - OCTOBER	664.08	664.08
9937	COUNTY OF LAKE	IN0012360 IN0012361	ANNUAL HMRRP-CUPA ANNUAL HMRRP-CUPA	537.00 721.00	1,258.00
9938	VOUCHER VOIDED				
9939	U.S.BANK	02-116796 103119 02-152940 103119 02-601722 103119 062165 1108320488 1108363482 1108458187	REFUSE/RECYCLE COLL SVC ME 103119 REFUSE/RECYCLE COLL SVC ME 103119 REFUSE/RECYCLE COLL SVC ME 103119 FIRE HOSE STRAPS PROPANE FILL 10/14/19 TANK SERVICE & FILL 10/14/19 PROPANE FILL 10/26/19	66.07 82.07 57.65 168.00 298.81 187.96 285.70	12,973.14

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 11/19/19 Corrected

Voucher No.	Merchant Vendor Name	Invoice	Invoice Description	Invoice Amt	Voucher Amt
		1108545881	PROPANE FILL 10/26/19	127.33	
		1108546695	PROPANE FILL 10/26/19	193.08	
		1559403	AUDIO EQUIPMENT	49.80	
		1589060	REPL WATER COOLER & CUPS, AUDIO DEV	524.41	
		2004976807	PROPANE FILL 10/30/19	586.42	
		2004977268	PROPANE FILL 10/30/19	294.29	
		2004977317	PROPANE FILL 10/30/19	212.31	
		20574909	MEDICAL OXYGEN	336.17	
		20637372	MEDICAL OXYGEN RENTAL ME 10/31/19	30.22	
		2229435	PO 20007	11.78	
		2231553	PO 20007	134.02	
		2231731	PO 20007	1,729.76	
		2231960	PO 20007	11.23	
		2231966	PO 20007	147.65	
		2232273	STATION MAINT. AND HAND TOOL REPAIR	251.21	
		2236602	PO 20007	73.57	
		2237157	PO 20007	107.32	
		23436	SERVICE PORTABLE TOILET	50.00	
		3004860094	MEDICAL WASTE DISP ME 10/31/19	83.38	
		3004870347	MEDICAL WASTE REMOVAL 10/14/19	0.38	
		30128147 111619	INTERNET SVC ME 11/16/19	67.64	
		30165883 112619	INTERNET SVC ME 11/26/19	67.64	
		30165883 112619	INTERNET SVC ME 11/26/19	20.00	
		30173705 112619	INTERNET SVC ME 11/26/19	57.99	
		311165	PPE	77.49	
		35560	PEST CONTROL SVC (RODENTS)	160.00	
		436037	TRAINING GROUNDS MAINTENANCE	21.44	
		436161	REPAINT RED POLES	21.41	
		436431	CLEANING SUPPLIES	11.58	
		436872	LADDER PINS FOR R6031	6.41	
		437639	REPAIR DOOR - STORAGE CONEX BOX	60.56	
		437650	REPAIR DOOR - STORAGE CONEX BOX	18.97	
		438824	ROOF PROP MAINTENANCE	21.41	
		438895	CLEANING SUPPLIES & DECAL REMOVAL	63.66	
		439029	LOCKER	7.90	
		439091	ROOF PROP MAINTENANCE	67.04	
		439094	CLEANING SUPPLIES FOR VEHICLES	20.43	
		439458	REPLENISH SMOKE ALARM SUPPLY	195.37	



SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 11/19/19 Corrected

Voucher No.	Merchant Vendor Name	Invoice	Invoice Description	Invoice Amt	Voucher Amt
		439543	PROPANE FOR COOKING	23.58	
		439544	PROPANE FOR COOKING	32.18	
		439576	SUBSISTENCE DURING STAFFING CVG	80.43	
		50050000 110119	WATER/SEWER ME 11/01//19	122.31	
		554583	STAFF UNIFORM	260.87	
		793040	COPIER MAINT QE 09/30/19	292.23	
		856	SMOG TEST & CERTIFICATE	60.00	
		93314	CLEANING SUPPLIES	135.07	
		93315	CLEANING SUPPLIES	60.04	
		93317	CLEANING SUPPLIES	140.34	
		93347	CLEANING SUPPLIES	193.00	
		93387	CLEANING SUPPLIES	61.73	
		93390	CLEANING SUPPLIES	49.95	
		9741856	AUDIO EQUIPMENT	504.08	
		9840990604	CELLULAR SVC ME 11/26/19	268.25	
		9955899-CD123519	THERMAL IMAGING CAMERAS (2)	1,537.33	
		LAKESIDE 101119	WHIRLPOOL DRYER	543.74	
		LAKESIDE 102519	DRYER DUCT HOOD	14.13	
		S475690	O.E.M. SUN VISOR-WT6411	1,371.91	
		W844376083	PO 20007	154.44	
9940	US BANK	113267883	RETURN DAMAGED ITEM INV 112736013	-1,089.88	409.46
		39082	AMERICAN MEMORIAL FLAGS 5X9.5	126.72	
		63554	CLEANING SUPPLIES FOR VEHICLES	39.13	
		8004221	DECAL REMOVAL	128.68	
		83184	CLEANING SUPPLIES FOR VEHICLES	45.66	
		862197	LANDSCAPE	68.58	
		9234640	DECAL REMOVAL	52.16	
		ORD1120812 INV3	GENERATOR TRAILER	179.76	
		W843761673	PO 20007	858.65	
			TOTAL		66,949.74