



**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

*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.*

**BOARD OF DIRECTORS' REGULAR MEETING**  
**7:00 P.M., January 21, 2020, 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:**

*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.*

**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 Lotusland Lake County Continuing Services Agreement with changes made per the November BOD Meeting, that include project location clarified, three year term, 90 day notice for any changes, 180 day notice for cancellation of agreement, all other time frames changed to either 90 or 180 days for consistency. Placed on the agenda by Battalion Chief Wink.

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

D2. Consideration for discussion of in lieu of Fire Mitigation Fees, provide to Fire District funds for purchase of fire apparatus to equip / support new fire station proposed in MAHA Guenoc Valley Project. Placed on the agenda by Battalion Chief Wink.

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

D3. Consideration for Staff to research possibility of Public / Private Partnership Agreement with Local Air Ambulance Provider for use in our area as resource. Placed on the agenda by Battalion Chief Mike Wink.

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

D4. Consideration for approval to proceed with low bid vendor to build the Type 6 engine components converting the old Medic 6012 to new Engine 6061. Placed on the agenda by Battalion Chief Mike Wink.

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

D5. Consideration for Staff to research and seek from outside source(s) consultation about "Ad Valorem" Property Tax. Placed on the agenda by Battalion Chief Mike Wink.

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

D6. Consideration for Resolution No. 2019-20 06 A Resolution Approving the County of Lake Agreement for Collection of Special Taxes, Assessments, Fees, Charges, and Abatements. Placed on the agenda by Gloria Fong.

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

D7. 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 \_\_\_

D8. Election of President of the Board of Directors, Vice President of the Board of Directors, Secretary and / or Clerk to the Board of Directors for calendar year 2020. Placed on the agenda in accordance with Fire District Bylaws. (Outgoing president conducts election and adjourns tonight's meeting.)

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: December 17, 2019 – Regular Meeting

E2. Warrants presented:

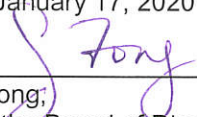
E2.1. January warrants

- E2.2. December warrants – corrected
- E3. Budget Transfer

F. MOTION TO ADJOURN MEETING:

G. MEETING ADJOURN

Posted January 17, 2020 at 5:00 p.m.

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

# CDF/SLCF INCIDENT TRACKING FORM

Month December 2019

Station 62

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)

MRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Locatic Location		Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
							Street #	Street Name												
	12/1	0130	0134	0141	0230	22289		Maple Shadows				1								Extinguished fire
	12/2	1056	1058	1123	1144	22319		Seigler Springs N		1										AMA
	12/4	1051	1051			22446		Hwy 175		2										1PT C2 AHC
	12/4	1223	1223			22457		Yankee Vly, HV		3										1PT C2 AHC
	12/4	2239	2239			22489		Hwy 1754 N of Loch Lomond		1										1Veh MVA off rd, no occupants found
	12/6	1030	1032		1043	22574		Mountain Meadow S								1				CR
	12/6	1523	1525		1531	22588		S HWY 28/ Live oaks Dr		2										CR
	12/6	0445	0448	0457	0510	22630		Bottle Rock Rd										1		Hazard Tree down
	12/7	0829	0832	0842	1031	22642		HWY 175		4										1Pt C2 SLS
	12/8	1447	1450	1511	1607	22751		Big canyon										2		Power lines down
	12/8	1609	1609	1615	1702	22757		Hartman Rd		3										Transport by M7011
	12/11	0903	903	0919	1034	22928		Barnes St, MT		5										1PT C2 AHC
	12/11	1034	1034		1039	22934		Westridge Dr., KV		6										CR
	12/11	1644	1644	1651	1720	22956		NB 175 x Cobb Elm. School.										3		Tree into lines/blocking road
	12/11	1800	1800		1809	22962		Hwy 29 x Kelsey Creek Dr.		4										CR
	12/12	5001	5001	0514	0538	22981		Hoberg dr, Cobb										4		FA
	12/12	0818	0819	0824	0843	22988		Cobb BL										5		Tree into power lines
	12/13	1104	1105		1108	23048		Ellen Springs Dr		7										Cx
	12/13	2227	2231		2250	23083		Wildcat Rd				2								Cx
	12/14	1827	1828	1852	2019	23138		Live Oak #78		8										1PTC2SLS
	12/14	2057	2059	2112	2141	23146		Hwy 29		9										15-Dec
	12/15	1742	1743	1753	1907	23194		Sycamore Rd		10										1PTC2AHC
	12/16	1642	1643		1656	23250		HWY 175										6		Tree Down
	12/18	1125	1125	1128	1227	26647		Summit BL, Cobb								2				Vehicle Lockout Assist
	12/18	1753	1754	1815	1822	23373		Seigler Canyon Rd.		5										UTL
	12/19	0006	0006	0034	0056	23384		North Shore Dr, HV		11										NMM
	12/19	2114	2114	2124	2239	23442		HWY 175		6										NON-INJURY
	12/19	2337	2337	2351	0153	23448		HWY 175 #6		12										1 PT C2 SLS
	12/20	1300	1300		1302	23469		MTN MEADOW SOUTH								3				CX BY E6031
	12/21	2256	2256		0249	23553		GEYSERS MCCABE UNIT				3								Commercial Structure Fire w/ Lines down, Hazma
	12/23	1013	1015	1021	1037	23623		Spruce grove								1				Oil Spill from non injury T/C
	12/23	1725	1725		1734	23647		HWY 175		7										UTL

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						Street #	Street Name													
	12/23	1821	1822		1859	23652		HWY 175	13											UTL diverted to second medical aid
	12/23	1859	1900	1910	1935	23656		Casa Grande	14											AMA
	12/24	1149	1149		1248	23681		Wardlaw St, MT										7		Smell of LPG from HVAC unit
	12/24	1621	1621	1638	1827	23692		Hwy 175 N of Salmina, KV		8										2PtC2SLS
	12/25	1705	1705	1717	1846	23744		Powder Horn Rd, HV	15											1PtC2AHC
	12/26	0441	0441		0451	23819		hwy 29 @ Barr X Ranch		9										CR
	12/29	1523	1523		1531	23954		Hwy 29 @ Mirabel Rd		10										CR
<b>TOTALS:</b>									15	10	3	0	0	0	1	3	7	0	0	
<b>PREVIOUS:</b>									227	83	33	11	9	15	2	35	45	2	0	
<b>YEAR TO DATE:</b>									242	93	36	11	9	15	3	38	52	2	0	

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							Street #	Street Name												
	12/1	1644	1645	1710	1800	22275		Denton Lane CLK		1										1PtC2AHC
	12/2	0854	0854	0854	1012	22307		Hartman Rd		2										1PtC2AHC
	12/2	1436	1438		1440	22333		Walnut Ave CLK		3										Cx
	12/2	1911	1913	1920	2045	22349		Mountain Meadow South		4										1PtC3AHC
	12/3	1234	1236	1250	1340	22392		Saint Helena Creek Rd.		5										1 Pt C2 to AHC
	12/3	1425	1427	1440	1540	22396		Eagle Rock Rd		6										1 Pt C2 to AHC
	12/4	1138	1140	1150	1220	22451		Stonegate Rd		7										1 Pt to AHC ALS
	12/5	1647			1649	22538		Central Park Rd										1		Water Flow Alarm Cx
	12/6	1326	1328	1331	1346	22580		Mtn Meadow S									1			Lift Assist
	12/6	1621	1623	1631	1720	22591		Eagle Rock Rd		8										AMA
	12/6	1919	1937	1941	2100	22606		Deer Hill Rd												1 Pt to AHC BLS
	12/7	1236	1238	1248	1330	22666		Greenridge		9										1 Pt to AHC BLS
	12/7	1450	1452	1502	1552	22679		Highway 29		10										1 Pt to AHC ALS
	12/7	1936	1938	1948	2006	22701		Highway 29		11										NMM
	12/7	2006	2007	2019	2030	22704		Moon Hill Ct		13										Cx by LCSO
	12/8	0034	0036		0045	22717		Dry Creek x Hwy 29												Cx
	12/8	0134	0137	0148	0310	22720		Calistoga Rd		14										1 Pt to AHC
	12/8	1130	1131	1141	1306	22737		Hartmann		15										1 Pt to AHC ALS
	12/8	1306	1306	1307	1325	22744		Hwy 175		16										Treat/Release at scene
	12/8	1551	1553	1601	1655	22754		Greenridge		17										1 Pt to AHC BLS
	12/9	0958	1000	1006	1030	22799		Ravenhill Rd		18										Welfare Check NMM
	12/9	1130	1130	1145	1200	22805		Harbin Hot Springs							1					UTL
	12/9	2152	2154		2158	22842		Moon Ridge Rd										2		Water Shut off
	12/10	1733	1734	1740	1840	22900		Green Ridge Rd		19										1 Pt to AHC ALS
	12/10	2026	2028	2049	2138	22909		Stagecoach Cyn		20										AMR Transport
	12/11	0659	0701		0737	22921		Butts Cyn Rd			1									Cx
	12/11	0853	0855	0910	0959	22926		Old Hwy 53				1								Multi Unit Apt Building
	12/11	1646	1647	1649	1806	22957		Deer Hill Rd		21										1 Pt to AHC ALS
	12/12	1002	1004	1011	1121	22992		Eagle Rock Rd		22										1 Pt to AHC
	12/12	1229	1231		1236	23003		Bush St									3			Lift Assist
	12/13	0522	0525	0528	0640	23032		Powderhorn		23										1 Pt to AHC BLS
	12/13	1038	1039	1051	1136	23046		Lakeshore		24										1 Pt to AHC ALS

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						Street #	Street Name													
	12/14	1431	1432		1437	23115		Mountain Meadow South										2		Fire, alarm sounding commercial
	12/14	1657	1658	1708	1738	23125		Stone gate Rd	25											Pt PRVT TRN
	12/14	2056	2058		2132	23145		S HWY 29			2									
	12/15	0757	0800	0815	1030	23170		S Hwy 29, MT				2								Smell of smoke origin not found
	12/15	1837	1837		1948	23198		Mtn Meadow N	26											1 PT C3 AHC ALS
	12/16	1011	1013	1035	1101	23227		Harness	27											AMR TX
	12/16	1510	1513	1520	1529	23243		Knowles Lane #31	28											NMM
	12/17	1142	1142		1205	23286		Oak Grove Rd	29											NMM
	12/17	2238	2238	2243	0003	23314		Mountain Meadow South	30											1 PT. C2 AHC ALS
	12/18	0204	0211	0221	0305	23319		AHC	31											Tx to 19852 Mountain Meadow South
	12/18	0345	0349	0349	0453	23322		Hartmann Road	32											1 Pt C3 AHC ALS
	12/18	2207	2209	2215	2300	23379		Colt Court	33											1 PT C2 AHC
	12/18	2349	2351	2357	0100	23383		North Shore Dr.	34											1 PT C2 AHC
	12/19	0644	0646	0652	0700	23390		Lakeridge circle	35											NMM
	12/19	1432	1434	1445	1510	23418		S. Hwy 29	36											PVT. Transport
	12/19	2123	2125		2135	23442		Hwy 175			3									CR
	12/20	1008	1010	1020	1030	23459		Mountain Meadow South									1			lift assist
	12/20	1215	1216	1225	1340	23467		Mirabel	37											1 PT C2 AHC
	12/20	2230	2232	2238	2340	23498		Fairway Pt.	38											1 PT C2 AHC
	12/21	1336	1338		1338	23523		Cresta Avenue	39											Cx
	12/21	1533	1535		1535	23530		Joseph Trail	40											CX
	12/21	1949	1951	2001	2010	23547		S. Hwy 29	41											NMM
	12/21	2258	2303	2350	0100	23553		Gysers Unit 5/6				3				1				E6321, Staged and Released
	12/22	0848	0850	0905	1013	23570		Bradford Rd #9	42											1 Pt C2 AHC
	12/22	1201	1203	1224	1300	23580		East Rd	43											Treat/Release at Scene
	12/22	1300	1302	1316	1416	23583		Buckhorn Rd	44											1 Pt C2 AHC
	12/23	1016	1018	1023	1145	23623		Spruce Grove Rd									2			
	12/23	1207	1207	1215	1445	23623		Spruce Grove Rd									3			
	12/23	1602	1605	1610	1630	23643		Pin Oak									5			Lift Assist
	12/23	1856	1858	1900	1900	23656		Casa Grande	45											Diverted
	12/23	1900	1900	1910	1930	23656		Mead	46											
	12/23	0422	0425		0430	23666		Hwy 29 x Grange			4									CX
	12/24	1332	1334	1338	1400	23683		Spruce Grove Rd	47											

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						Street #	Street Name														
	12/24	2020	2021	2038	2059	23701		Bell Circle N, Lower Lake	48												CX
	12/25	1050	1052	1102	1121	23721		Colt Ct.				4									FA
	12/25	1138	1139		1146	23725		RLS			5										CX
	12/25	1654	1656	1701	1800	23743		Old Creek Rd.	49												TX 1 CD2 AHC
	12/25	2228	2228	2250	2328	23759		AHC to 20812 Powderhorn									5				TX 1 AHC to home
	12/26	1342	1344	1351	1514	23787		Coyle Springs	50												TX 1 CD3 to AHC
	12/26	1526	1528	1535	1719	23794		Powder Horn	51												TX 1 CD2 AHC
	12/27	0444	0446	0451	0605	23819		Hwy 29 x Bar X			6										TX 1 CD2 AHC
	12/27	1349	1350	1353	1410	23837		Old Creek Rd.									6				Welfare Check
	12/27	1716	1719	1726	1740	23851		Bush St	52												NMM
	12/29	1518	1520		1530	23954		S Hwy 29			7										Cx
	12/29	1530	1531	1532	1601	23955		Bush St									7				PA
	12/29	1715	1718	1725	1800	23959		Hidden Valley Rd				5									Confined to appliance.
	12/29	2135	2137		2218	23973		Hwy 29 x Rattlesnake Springs			8										Cx
	12/30	0745	0747	0802	0914	23988		Little Peak Rd	53												1 Pt C2 AHC
	12/30	1836	1836	1844	1915	24026		Twin Pines Casino	54												NMM
	12/31	1311	1313	1320	1340	24059		North Shore	55												NMM
<b>TOTALS:</b>									54	8	5	0	0	1	4	8	2	0	0		
<b>PREVIOUS:</b>									509	108	52	18	12	20	5	171	44	0	0		
<b>YEAR TO DATE:</b>									563	116	57	18	12	21	9	179	46	0	0		





**South Lake County Fire Protection District**  
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P.O. Box 1360 Middletown, CA 95461 - (707) 987-3089

**DATE:** January 16, 2020  
**TO:** Board of Directors  
**FROM:** Gloria Fong  
Staff Services Analyst  
**SUBJECT:** Finance Communications

Attached budget summary is preliminary ytd numbers. Please note the Cal Fire ytd is an estimate we have not yet received 2<sup>nd</sup> quarter's invoice.

My apologies with the warrant list formats. They continue to look different from month to month as I work through WinCAMS to develop one that contains all the information. For instance, expenditures tied to station locations and account codes are no longer displayed. I believe the intent of the warrant list is to provide a list of whom checks are being paid out to, their amounts, and purpose of the expenditure. The budget summary will capture the ytd and monthly.

Please note minimum wage increased \$1 and this notice is attached. All bottom step hourly's have been adjusted from \$11 to \$12.

My apologies for not having ytd ambulance totals. All the billing has been submitted to Wittman. However, we have not closed the months of November and December yet. We are working with Wittman to transition to paperless.

Below is breakdown of number of hours compensated YTD and month ending October 31, 2019. I'd like to note bottom row are hours put in by the recently graduated new PCFs.

Hours	Calls	Trng	Support	Comm Ev	Spec Asg	Sta Cvg	Sta Duties	Veh Mnt	Mutual Aid	Total
Period Ending 12/31/19	65.5	88.5			16.5		11	8.0	0	189.5
YTD Hours	456.0	418.5	169.6	39	147.5	1938.5	81	162.5	1034	4446.5
2019 PCFs	161.5	124		7	37	450.5	6	2.5	499	1287.5

Attachments

**SOUTH LAKE COUNTY FIRE PRO**  
**BUDGET SUMMARY - 2019-2020**

DESCRIPTION	2019-2020 <i>Budget</i>	2019-2020 <i>YTD</i>	% of <i>Budget</i>
<b><u>EXPENSES:</u></b>			
TOTAL SALARIES & WAGES	\$ 255,000.00	\$ -	0.00%
TOTAL BENEFITS	\$ 53,600.00	\$ 15,939.64	29.74%
TOTAL SERVICES AND SUPPLIES	\$ 703,251.00	\$ 229,421.46	32.62%
TOTAL CAL FIRE ***	\$ 3,045,000.00	\$ 1,440,322.06	47.30%
PRINCIPAL, INT, NOTES & LOANS	\$ 100.00	\$ -	0.00%
CAPITAL OUTLAY	\$ 62,000.00	\$ 61,836.79	99.74%
<b><u>TOTAL EXPENDITURES</u></b>	<b><u>\$ 4,179,638.00</u></b>	<b><u>\$ 1,864,857.58</u></b>	<b><u>44.62%</u></b>
		***Estimated YTD	
<b><u>PROGRAM REVENUES:</u></b>			
1 TOTAL INTERGOVERNMENTAL	\$ 224,080.00	\$ 61,427.35	27.41%
2 TOTAL CHARGES FOR SERVICES	\$ 707,110.00	\$ 196,023.56	27.72%
3 TOTAL OTHER REVENUE	\$ 44,500.00	\$ 43,515.07	97.79%
4 TRANSFERS IN	\$ -	\$ -	0.00%
<b><u>NET EXPENSE</u></b>	<b><u>(3,203,948.00)</u></b>	<b><u>(1,563,891.60)</u></b>	<b><u>48.81%</u></b>
<b><u>GENERAL REVENUES:</u></b>			
TOTAL PROP TAX SEC & UNSEC	\$ 1,266,970.00	\$ -	0.00%
6 TOTAL PROPERTY ASMT	\$ 1,747,700.00	\$ -	0.00%
TOTAL USE OF MONEY AND PROPERTY	\$ 25,000.00	\$ 27,058.59	108.23%
<b><u>TOTAL GENERAL REVENUE</u></b>	<b><u>3,039,670.00</u></b>	<b><u>27,058.59</u></b>	<b><u>0.89%</u></b>
<b><u>NET SHORTFALL</u></b>	<b><u>(164,278.00)</u></b>	<b><u>(1,536,833.01)</u></b>	<b><u>935.51%</u></b>
NET POSITION - BEGINNING	\$ 164,278.07	\$ 164,278.07	
NET POSITION - END OF YEAR	0.07	(1,372,554.94)	
<b><u>RESERVE DESIGNATIONS</u></b>			
<b><u>TOTAL RESERVE DESIGNATIONS</u></b>	<b><u>\$ 3,393,774.00</u></b>	<b><u>\$ 3,393,774.00</u></b>	
<b><u>NET POSITION - END OF YEAR</u></b>	<b><u>3,393,774.07</u></b>	<b><u>2,021,219.06</u></b>	
<i>(with reserves)</i>			

*Contributions and / or Grants, i.e. pass throughs*

- 1 *Gov't funds, i.e. FEMA, OES*
- 2 *Transport, Permit & Insp Fee Chgs*
- 3 *Non-gov't funds, i.e. insurance proceeds, grants*
- 4 *Separate Capital Facilities Fund*
- 6 *District's voter approved asmt*

**OFFICIAL NOTICE**

**California Minimum Wage**

**MW- 2019**



EFFECTIVE DATE	Employers with 26 or More Employees*	Employers with 25 or Fewer Employees *
January 1, 2019	<b>\$12.00</b>	<b>\$11.00</b>
January 1, 2020	<b>\$13.00</b>	<b>\$12.00</b>

**PREVIOUS YEARS**

January 1, 2017	<b>\$10.50</b>	<b>\$10.00</b>
January 1, 2018	<b>\$11.00</b>	<b>\$10.50</b>

\*Employees treated as employed by a single qualified taxpayer pursuant to Revenue and Taxation Code section 23626 are treated as employees of that single taxpayer.

To employers and representatives of persons working in industries and occupations in the State of California:

**SUMMARY OF ACTIONS**

TAKE NOTICE that on April 4, 2016, the Governor of California signed legislation passed by the California Legislature, raising the minimum wage for all industries. (SB 3, Stats of 2016, amending section 1182.12. of the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections 2, 3, and 5 of the General Minimum Wage Order, MW-2017. Section 1, Applicability, and Section 4, Separability, have not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders.

This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at [www.dir.ca.gov/WP.asp](http://www.dir.ca.gov/WP.asp), or by contacting your local Division of Labor Standards Enforcement office.

**1. APPLICABILITY**

The provisions of this Order shall not apply to outside salespersons and individuals who are the parent, spouse, or children of the employer previously contained in this Order and the IWC's industry and occupation orders. Exceptions and modifications provided by statute or in Section 1, Applicability, and in other sections of the IWC's industry and occupation orders may be used where any such provisions are enforceable and applicable to the employer.

**2. MINIMUM WAGES**

Every employer shall pay to each employee wages not less than those stated above, on each effective date, per hour for all hours worked.

**3. MEALS AND LODGING CREDITS - TABLE**

When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited pursuant to a voluntary written agreement may not be more than the following

EFFECTIVE:	JANUARY 1, 2017		JANUARY 1, 2018		JANUARY 1, 2019		JANUARY 1, 2020	
	26 or More Employees	25 or Fewer Employees	26 or More Employees	25 or Fewer Employees	26 or More Employees	25 or Fewer Employees	26 or More Employees	25 or Fewer Employees
<b>LODGING</b>								
Room occupied alone	\$49.38/ week	\$47.03/ week	\$51.73/ week	\$49.38/ week	\$56.43/ week	\$51.73/ week	\$61.13/ week	\$56.43/ week
Room shared	\$40.76/ week	\$38.82/ week	\$42.70/ week	\$40.76/ week	\$46.58/ week	\$42.70/ week	\$50.46/ week	\$46.58/ week
Apartment – two thirds (2/3) of the ordinary rental value, and in no event more than:	\$593.05/ month	\$564.81/ month	\$621.29/ month	\$593.05/ month	\$677.75/ month	\$621.28/ month	\$734.21/ month	\$677.75/ month
Where a couple are both employed by the employer, two thirds (2/3) of the ordinary rental value, and in no event more than:	\$877.27/ month	\$835.49/ month	\$919.04/ month	\$877.26/ month	\$1002.56/ month	\$919.02/ month	\$1086.07/ month	\$1002.56/ month
<b>MEALS</b>								
Breakfast	\$3.80	\$3.62	\$3.98	\$3.80	\$4.34	\$3.98	\$4.70	\$4.34
Lunch	\$5.22	\$4.97	\$5.47	\$5.22	\$5.97	\$5.47	\$6.47	\$5.97
Dinner	\$7.09	\$6.68	\$7.35	\$7.01	\$8.01	\$7.34	\$8.68	\$8.01

Meals or lodging may not be credited against the minimum wage without a voluntary written agreement between the employer and the employee. When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited may not be more than the amounts stated in the table above.

**4. SEPARABILITY**

If the application of any provision of this Order, or any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Order should be held invalid, unconstitutional, unauthorized, or prohibited by statute, the remaining provisions thereof shall not be affected thereby, but shall continue to be given full force and effect as if the part so held invalid or unconstitutional had not been included herein.

**5. AMENDED PROVISIONS**

This Order amends the minimum wage and meals and lodging credits in MW-2017, as well as in the IWC's industry and occupation orders. (See Orders 1-15, Secs. 4 and 10; and Order 16, Secs. 4 and 9.) This Order makes no other changes to the IWC's industry and occupation orders.

**These Amendments to the Wage Orders shall be in effect as of January 1, 2019.**

Questions about enforcement should be directed to the Labor Commissioner's Office. For the address and telephone number of the office nearest you, information can be found on the internet at [www.dir.ca.gov/DLSE/dlse.html](http://www.dir.ca.gov/DLSE/dlse.html) or under a search for "California Labor Commissioner's Office" on the internet or any other directory. The Labor Commissioner has offices in the following cities: Bakersfield, El Centro, Fresno, Long Beach, Los Angeles, Oakland, Redding, Sacramento, Salinas, San Bernardino, San Diego, San Francisco, San Jose, Santa Ana, Santa Barbara, Santa Rosa, Stockton, and Van Nuys.

1 **BOARD OF DIRECTORS, SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT**  
2 **COUNTY OF LAKE, STATE OF CALIFORNIA**

3  
4 **RESOLUTION NO. 2019-20 05**

5  
6 **A RESOLUTION TO ACCEPT AND ENTER INTO AGREEMENT WITH**  
7 **LOTUSLAND LAKE COUNTY FOR TERM OF THREE YEARS**

8  
9 **WHEREAS**, the Board of Directors of the South Lake County Fire Protection District desires  
10 to perform the services as an independent contractor, providing a Fire Consultant dedicated to the  
11 Resort Development Project, and has reviewed attached Agreement with Lotusland Lake County for  
12 term of three years, and;

13 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of South Lake County  
14 Fire Protection District hereby approves attached agreement for maximum amount of \$147,925 and  
15 authorizes the President of the Board of Directors to sign and execute said agreement.

16 **THIS RESOLUTION** was introduced and adopted by the Board of Directors of the South  
17 Lake County Fire Protection District at a regular meeting held on the 21<sup>st</sup> day of January,  
18 2020 by the following vote:

19 AYES:

20 NOES:

21 ABSENT OR NOT VOTING:

22  
23  
24 [SEAL]

SOUTH LAKE COUNTY  
FIRE PROTECTION DISTRICT

25  
26 \_\_\_\_\_  
27 DEVIN HOBERG  
28 President, Board of Directors

29 ATTEST: \_\_\_\_\_  
30 Gloria Fong  
31 Clerk to the Board of Directors  
32

# LOTUSLAND



CONTINUING SERVICES AGREEMENT

BETWEEN

LOTUSLAND – LAKE COUNTY

AND

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

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APPENDIX A - CONTRACTOR EXECUTIVEACKNOWLEDGEMENT 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 for the MAHA Guenoc Valley Resort Project.

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 onisistent 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 three (3) 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 like 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 or 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 of up to 90 days 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 ninety (90) 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) 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, 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 (90 days) 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 one hundred and eighty days (180) prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement 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 180 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 180 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 ninety (90) 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 10, 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 ninety (90) 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 180 days 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

1244 Spring Street

Saint Helena, CA 94574

Attention: Kevin Case

Contracts Analyst / Partner

Ph: 770-815-7220

Wk:707-375-3379

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT:

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. WAIVER

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 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.

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 \_\_\_\_\_, 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 Continuing 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.**
- b. 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 on or about 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			MONTHLY	TOTAL	BENEFITS	TOTAL
POF	TYPE	MONTHS	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

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

AND

SOUTH LAKE COUNTY VOLUNTEER FIREFIGHTERS  
ASSOCIATION INC.

FOR PAID-CALL PERSONNEL

THIS SHALL BE A WORKING DRAFT

Amended December 17, 2019



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ARTICLE I  
PARTIES TO THE AGREEMENT

Section 1.01 This Memorandum of Understanding is entered by and between the South Lake County Fire Protection District, hereinafter referred to as "DISTRICT", and the South Lake County Volunteer Firefighters Association Inc., hereinafter referred to as "ASSOCIATION".

ARTICLE II  
TERM OR AGREEMENT

Section 2.01 This Memorandum of Understanding shall be without end, except that;

Section 2.02 Either party to this agreement may terminate this agreement with thirty days written notice to the other party or;

Section 2.03 Both parties may terminate this agreement by agreement at any time.

Section 2.04 "ASSOCIATION" members who fail to follow any Section of this MOU may be disciplined up to and including termination.

ARTICLE III  
AUTHORIZED AGENTS

Section 3.01 For the purpose of administering the terms and provisions of this Memorandum of Understanding, the "ASSOCIATION" and "DISTRICT" will make formal written notification of their authorized agents, by name and title, and any subsequent changes during the term of this agreement.

Section 3.02 The "DISTRICT'S" principal authorized agent shall be the President and/or a duly authorized representative of the "DISTRICT".

Section 3.03 The "ASSOCIATION'S" principal authorized agent shall be the President and/or a duly authorized representative of the "ASSOCIATION".

ARTICLE IV  
RECOGNITION

Section 4.01 The "ASSOCIATION" is hereby acknowledged as the recognized exclusive employee Organization for meeting and conferring in good faith under the auspices of Section 3500-3510 et seq. of the Government Code of the State of California and the "DISTRICT'S" Employer-Employee Relations Policy for the following classifications of employees:

Paid-Call Captain  
Paid-Call Engineer  
Paid-Call Firefighter Operator  
Paid-Call EMS/IFT Specialist  
Paid-Call Firefighter  
Paid-Call Paramedic  
Office Technician  
Fire Consultant

ARTICLE V  
“ASSOCIATION” RIGHTS & RESPONSIBILITIES

Section 5.01 “ASSOCIATION” functions may be conducted on “DISTRICT” property.

Section 5.02 The “ASSOCIATION” may reimburse the “DISTRICT” for consumable materials used by the “ASSOCIATION”.

Section 5.03 The “ASSOCIATION” shall be entitled to place material in the mailboxes of members, such material to be accurately identified by the “ASSOCIATION” and approved by the “ASSOCIATION” President or designee. Placement shall be made by an authorized “ASSOCIATION” representative.

Section 5.04 The “ASSOCIATION” shall be entitled to use the bulletin board space.

Section 5.05 The “ASSOCIATION” and its members shall not post any written or distribute any written, electronic or verbal information, which is derogatory or defamatory to the “DISTRICT” and/or their agents.

ARTICLE VI  
“DISTRICT” RIGHTS & RESPONSIBILITIES

Section 6.01 The “DISTRICT” retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the “DISTRICT” and not abridged herein include, but are not limited to the following: to manage business, to determine the mission of its departments and building facilities; to increase or decrease the work force and determine the number of “ASSOCIATION” members needed to maintain a safe and equitable workload; to adopt rules of conduct; to determine the type of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Section 6.02 The “DISTRICT” recognizes its responsibility to provide funds, equipment, training and a safe working environment for the “ASSOCIATION” members.

ARTICLE VII  
PAID-CALL REIMBURSEMENTS

Section 7.01 The “DISTRICT” will reimburse the “ASSOCIATION” members for emergency response or calls for service, mandated drills/training, station coverage, football, games, rodeos, bike races, medical standby, firefighter standby and ordered work at the following rates per hour. The above will remain in place regardless of “DISTRICT” reimbursement.

Paid-Call Captain	\$18.00
Paid-Call Engineer	\$16.00
Paid-Call Firefighter Driver-Operator	\$15.00
Paid-Call Firefighter	\$11.00
Office Technician	\$17.00-\$20.00 (4 steps)
Fire Consultant	\$35.00-\$45.00
Paid-Call EMS Specialist	\$11.00
Paid-Call IFT Driver	\$20.00
Paid-Call IFT EMT	\$25.00
Paid-Call IFT Paramedic	\$30.00
Member-at-Large (maximum of 4)	Unpaid

Section 7.01.1 Paid Call incentive of \$2.00 per hour for Paramedic and \$1.00 per hour for EMT shall be added to the hourly reimbursement only to the positions listed below and does not apply to Section 7.04. This shall apply towards all hours of reimbursement.

Paid-Call Firefighter  
 Paid-Call EMS/IFT Specialist  
 Paid-Call Firefighter Operator  
 Paid-Call Engineer  
 Paid-Call Captain

Section 7.01.2 "ASSOCIATION" meetings, social functions, parades, blood drives, fundraising activities are not reimbursable to the member.

Section 7.01.3 The position of Office Technician and the Fire Consultant are of the "DISTRICT," and not a Paid-Call position. These are full-time positions.

Section 7.01.4 The position of Office Clerk shall have 4 Steps starting at \$17 per hour and increasing \$.75 per year for 4 years to \$20 per hour. Or sooner based on skill.

Section 7.01.4.1 The position of Fire Consultant shall have 4 Steps starting at \$35.00 per hour and increasing to \$45.00 per hour over the period of 4 years or based on skill.

Section 7.01.4 The position of Office Technician and the Fire Consultant shall have additional benefits:

Holidays: The following holidays shall be paid time off. New Year's Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, and Christmas. If the holiday falls on a normal off day, it will be unpaid. (See Fire Consultant Side Letter on page 14)

Vacation: Vacation will be accrued at a rate of 4 hours per month for the first 5 years, 6 hours per month for years 6-10 and 8 hours a month after the 10<sup>th</sup> year. Accrued vacation may be carried over for no more than 2 years. (See Fire Consultant Side Letter on page 14)

Medical Insurance: The "DISTRICT" will contribute \$300 per month toward medical insurance the first year, \$400 per month the second year, and \$500 per month starting the fourth year. (See Fire Consultant Side Letter on page 14)

Section 7.01.4 The "DISTRICT" shall provide Life Insurance to the "ASSOCIATION" members. Benefits to include up to \$10,000 in group life upon 6 months or completion of academy / training, up to \$25,000 in death and dismemberment benefits.

Section 7.01.5 The "DISTRICT" shall provide CSFA Membership to the "ASSOCIATION" members.

Section 7.01.6 The "DISTRICT" shall provide Employee Support Services (ESS) / Employee Assistance Program (EAP) access to the "ASSOCIATION" members.

Section 7.01.7 The position of Office Technician shall have 25% of their time worked dedicated to "ASSOCIATION" issues and projects.

Section 7.01.8 The position of Fire Consultant shall dedicate all their time to funded duties and requests not provided by the County of the State. This position is funded by a local contract for services, and or it will not be staffed.

Section 7.01.8 The reimbursements in Section 7 shall be made payable to the members of the "ASSOCIATION" monthly.

Section 7.02 The "DISTRICT" shall reimburse Paid-Call Firefighters, Paramedics, EMTs, and First Responders for the cost of continuing education and annual re-certification costs including registration, books, lodging and miscellaneous related expenses. Any promotional class required by a Position Statement or CICCIS is considered required training. Travel expenses shall not be reimbursed. All training requests require prior approval by the Fire Chief or their delegated representative. See South Lake County Fire Policy 2120 for additional clarification.

Section 7.02.1 Hours attending approved class per South Lake County Fire Policy 2120 shall be reimbursed.

Section 7.02.2 The "DISTRICT" shall pay new PCFs for hours worked while at the PCF Firefighter Academy. Travel time to and from the Academy is not reimbursed.

Section 7.02.3 The "DISTRICT" may reimburse for some items, but not all, for non-Position Statement or CICCIS required class's. This will be identified in the TR-7.

Section 7.03 The "DISTRICT" will reimburse the "ASSOCIATION" members portal to portal for emergency activity responses funded by the State and or Federal Government at the bottom step rate of the Cal Fire Cooperative Fire Programs Fire Protection Reimbursement Agreement. The "DISTRICT" will reimburse the "ASSOCIATION" members according to the "Position Filled" otherwise known as "Acting Position" regardless of the PCF rank held by the "ASSOCIATION" member. The "Position Filled" shall be designated as firefighter, fire apparatus operator/fire apparatus engineer, and company officer/captain. The California Incident Command Certification System overhead positions, as qualified, will be reimbursed at the company officer/captain rate. Responses with any District vehicles, including the Stakeside, will be by appropriate fire personnel and fall under the portal to portal clause.

Section 7.03.01 The "DISTRICT" may annually be requested by the "ASSOCIATION" to negotiate or annually adjust the PCF pay rates to be in alignment with the rates as reflected on

The annual OES Salary Survey, and or request a “COLA” (Cost of Living Adjustment). This shall not be automatic.

Section 7.04 The “DISTRICT” will reimburse the “ASSOCIATION” members that are not IFT Specialists at the following rates for Inter-Facility Transports: \$20.00 per hour for Drivers, \$25.00 per hour EMT patient attendant, and \$30.00 per hour for Paramedics patient attendant.

Section 7.05 The “DISTRICT” will pay dues to the “ASSOCIATION” that the “DISTRICT” deducts out of each member’s paycheck. Members agree to the deduction of \$0.25 per hour “Association Dues” from each member’s pay by applying for or accepting membership in the “ASSOCIATION” members hereby authorize the “DISTRICT” to pay the “ASSOCIATION” the stated portion of the members per hour reimbursement for all compensated activity by the “DISTRICT” each month.

Section 7.06 The “DISTRICT” will pay EMS/IFT Specialists (Drivers, EMTs, and Paramedics) at the hourly rate of a Firefighter & 7.1.01 section incentive to attend trainings and other “DISTRICT” authorized activities. EMS/IFT Specialists may receive a pager, and be added to any automatic notification systems.

Section 7.07 The “DISTRICT” will pay “Standby Time” to any PCF classification that is signed up for a 12-hour IFT shift if no IFT is completed for that shift. Any PCF classification that is signed up for a 24-hour shift will receive “Standby Time” if no IFT is completed for that shift. If a PCF completes a IFT they will not receive “Standby Time”. PCFs on IFT “Standby Time” can do other hourly activities at their standard rate until an IFT comes in. Then their hourly rate would change to their hourly IFT rate.

12 hour shift Standby Time:

Driver	\$40.00
EMT	\$50.00
Paramedic	\$60.00

Standby Time between the hours of 2000 to 0800 shall receive and additional \$12.00:

Driver	\$52.00
EMT	\$62.00
Paramedic	\$72.00

24 hour shift Standby Time:

Driver	\$80.00
EMT	\$100.00
Paramedic	\$120.00

Section 7.07.1 For IFTs completed between the hours of 2000hrs and 0800hrs each PCF and or IFT Specialist may be reimbursed for a 4<sup>th</sup> meal of actual costs not to exceed \$12.00 with receipt.

ARTICLE VIII  
UNIFORMS & SAFETY EQUIPMENT

Section 8.01 The "DISTRICT" shall provide a duty uniform for Firefighting paid call personnel, and the Fire Consultant:

- Class 'B' Uniform Shirt (1)
- T-Shirt (3 annually, or as needed)
- Duty Pants (1 initially, a second pair upon successful completion of the Academy then or as needed)
- DOT approved All Weather Jacket with fleece liner (1)
- Duty Belt (1)
- Hat (1 annually, or as needed)
- Sweatshirt (1 annually, or as needed)
- NFPA 1977 Wildland Firefighting Boots (1 initially and partial reimbursement every 3 years at the rate of \$300.00)
- Badge, Name Tag and Collar Brass as appropriate per rank

Section 8.01.1 The "DISTRICT" shall provide the following work uniform items to EMS/IFT Specialist Non-Firefighting staff:

- Class 'B' Uniform Shirt (1)
- \$75 per year for uniform pants (non-Nomex)
- Duty Belt (1)
- DOT approved All Weather Jacket with fleece liner (1)
- T-Shirt (1 annually, or as needed)
- Hat (1 annually, or as needed)
- Sweatshirt (1 annually, or as needed)
- Badge, Name Tag and Collar Brass as appropriate per classification
- \$150 towards 'Duty boots' every 3 years

Section 8.01.2 The "DISTRICT" shall not provide the Members at Large with uniform items identifying them as a First Responder.

Section 8.01.3 The "DISTRICT" shall (if and or when applicable) provide any additional work uniform items required by the Lake County Fire Chiefs Association EMS Division will initially be provided by the District.

Section 8.01.4 Deleted (11-24-19)

Section 8.01.5 The "DISTRICT" shall provide polo shirt, button up shirt, t shirt, sweatshirt and hat to the Office Technician position as requested.

Section 8.02 The "DISTRICT" shall provide the following as appropriate for each member:

- Collar Brass
- Badge
- Name Tag
- Badges and Collar Brass will reflect the position of the member

Section 8.03 The "DISTRICT" shall provide all safety clothing and equipment required by CAL/OSHA and meeting NFPA Standards, for the "ASSOCIATION" members

Section 8.04 The "DISTRICT" shall reimburse the "ASSOCIATION" Firefighting members up to \$300.00 for NFPA 1977 Wildland Firefighting Safety Boots, once every three years, upon presentation of a receipt from purchase of boots. These funds may also be used to repair existing boots.

Section 8.05 All Uniforms, Safety Equipment and other items issued by the "DISTRICT", to "ASSOCIATION" members, shall remain the property of the "DISTRICT" and shall be surrendered to the "DISTRICT" upon the member's separation or a leave of any duration from the "DISTRICT" "ASSOCIATION" members shall not use any non-issued safety equipment by the "DISTRICT" without prior approval of Chief or their designee.

Section 8.06 The "ASSOCIATION" member's hair must be worn in conformance with departmental standards always when responding to fires or emergencies. Hair will be in accordance with the following criteria:

- Neat, clean, trimmed and present a groomed appearance.
- Worn so that it does not extend below the bottom of the uniform shirt collar when the employee is standing erect.
- Above the bottom of the ears, and not more than two inches in front of the ears, if combed over the ears.
- No lower on the forehead than the eyebrows, measured from the high point of the eyebrows, if styled or combed forward.
- Permitted to be in moderate natural style if it qualifies within the limits described; however, the maximum extension from the scalp shall not exceed two inches.
- Worn so as not to preclude the proper wearing and performance of the approved department safety helmet or the proper sealing of the face mask of the self-contained breathing apparatus. Uniformed personnel will be clean shaven; however, neatly trimmed sideburns and mustaches are permitted.
- Sideburns will not extend below the bottom of the earlobe and will end with a clean-shaven horizontal line. The maximum width at the bottom of the sideburns will not exceed one and one-half inches.
- Mustaches will not extend below the bottom of the upper lip, nor more than one half inch beyond the corners of the mouth.
- Sideburns or mustaches which preclude the proper sealing of self-contained breathing apparatus face masks are not permitted.

Section 8.07 The "ASSOCIATION" members shall not smoke or vape anything within 20 feet of any building, facility, structure, vehicle or apparatus on "DISTRICT" property per Government Code Section 7596-7597.

Section 8.08 The "ASSOCIATION" members shall not use tobacco and nicotine products while representing the "DISTRICT". These products are prohibited in district-owned or leased buildings, on district property, and in district vehicles per Health and Safety Code Sections 104420, 104559; Education Code 48901. This shall include but are not limited to the prohibited use of: spit cups, spit bottles, spitting in garbage cans, spitting in bathrooms, spitting on the ground, vaping, smoking, pouches, or any visible use while representing the "DISTRICT".

ARTICLE IX  
POLICIES & PROCEDURES  
POSITION STATEMENTS, JOB DESCRIPTIONS, DUTY STATEMENTS &



## LEAVE OF ABSENCE POLICY

Section 9.01 The "ASSOCIATION" and "DISTRICT" shall meet and confer on all Policies and Procedures affecting the "ASSOCIATION" and its members.

Section 9.01.1 The "ASSOCIATION" and "DISTRICT" shall meet and confer on all Job Descriptions, Position Statements, and or Duty Statements affecting the "ASSOCIATION" and its members.

### Section 9.02. Leave of Absence (LOA)

Section 9.02.1 A member in good standing may request a leave of absence from the "ASSOCIATION" / "DISTRICT" for a period of up to 6 months. This leave may be extended for an additional 6 months if approved by the Chief and Association President. A leave of absence may be for personal, professional or medical reasons. During a LOA the member will be removed from Workers Compensation Insurance and must return all issued equipment to Cobb Station 62 for storage during the leave. During a LOA any member may if he/she wishes would continue utilizing Target Solutions during a LOA to maintain credentials and on-line training to make the returning process easier and more stream-line. However, it is completely voluntary and is not reimbursable.

Section 9.02.2 To be re-instated following a leave of 6 months or less a member must complete all mandatory missed training and be current in all Target Solutions training credentials.

Section 9.02.3 Before the 1 year of a LOA the employee must either.

- A. Request to return to active status via written request to the Chief and Assn President.
- B. Notify the district that you are not able to return and be considered resigned.

Section 9.02.4 The requirements for returning between 6 months and one day to 1 year are the same as above. With the addition of a doctor's medical clearance from Occu-Med provided by the "DISTRICT".

Section 9.02.5 Any member on a LOA shall immediately turn all "DISTRICT" issued property including PPE and Uniform items to Cobb Station 62. If "DISTRICT" owned items are not returned within 30 days, a stolen property report will be filed with the Lake County Sheriff's Department.

## ARTICLE X PAID-CALL OPERATIONS

Section 10.01 The "ASSOCIATION", "DISTRICT" and/or their agents will meet and confer to develop additional Paid-Call positions and/or pay scales.

Section 10.02 "ASSOCIATION" members are expected to act in respectful and courteous manner always while representing the "DISTRICT". Progressive Discipline up to and including termination may be used for any violation of the guidelines in California Government Code Section 19572.

19572. Each of the following constitutes cause for discipline of an Employee, or of a person whose name appears on any employment list:

- (a) Fraud in securing appointment.
- (b) Incompetency.
- (c) Inefficiency.
- (d) Inexcusable neglect of duty.
- (e) Insubordination.
- (f) Dishonesty.
- (g) Drunkenness on duty.
- (h) Intemperance.
- (i) Addiction to the use of controlled substances.
- (j) Inexcusable absence without leave.
- (k) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- (l) Immorality.
- (m) Discourteous treatment of the public or other employees.
- (n) Improper political activity.
- (o) Willful disobedience.
- (p) Misuse of state property.
- (q) Violation of this part or of a board rule.
- (r) Violation of the prohibitions set forth in accordance with Section 19990.
- (s) Refusal to take and subscribe any oath or affirmation that is required by law in connection with the employment.
- (t) Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the appointing authority or the person's employment.
- (u) Any negligence, recklessness, or intentional act that results in the death of a patient of a state hospital serving the mentally disabled or the developmentally disabled.
- (v) The use during duty hours, for training or target practice, of any material that is not authorized for that use by the appointing power.
- (w) Unlawful discrimination, including harassment, on any basis listed in subdivision (a) of Section 12940, as those bases are defined in Sections 12926 and 12926.1, except as otherwise provided in Section 12940, against the public or other employees while acting in the capacity of a state employee.
- (x) Unlawful retaliation against any other state officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of, the Attorney General or any other appropriate authority, any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related to the job.

Section 10.03 "ASSOCIATION" members are expected to act in respectful and courteous manner always while representing the "DISTRICT". Progressive Discipline up to and including termination may be used for any violation of the guidelines in the California Title 22,

State EMSA "Recommended Guidelines for Disciplinary Orders and Conditions of Probation for EMTs". This shall be applied for all members of the "ASSOCIATION". This is the intended guideline to be used for driving under the influence violations, substance abuse, misdemeanors, felonies and etcetera.

## ARTICLE XI GRIEVANCE & APPEAL PROCEDURE

Section 11.01 A grievance may be submitted by an "ASSOCIATION" member covered under the terms of this Memorandum of Understanding in the event of a disagreement or dispute concerning the application or interpretation of this Memorandum of Understanding, "DISTRICT" rules and regulations, policies, procedures and practices.

Excluded from this procedure are issues dealing with the merit of the "DISTRICT" because of Federal Law, State Law or "DISTRICT"-wide election process.

Section 11.02 Time limits set forth in this process refer to calendar days, which may be extended only by written agreement. Failure by the "ASSOCIATION" member to submit the grievance within the prescribed time limit shall terminate the procedure and the grievance shall be considered resolved. Failure of the "DISTRICT" to respond within the time limits shall permit the member to advance the grievance to the next step of the procedure.

Section 11.03 "ASSOCIATION" members may be represented by a person of their choice only in the formal steps of this grievance procedure. The "DISTRICT" shall give notice to the "ASSOCIATION" when a formal grievance regarding provisions of this Memorandum of Understanding has been filed.

Section 11.04 Within 14 days of the occurrence or the "ASSOCIATION" member's knowledge of the occurrence of a matter giving rise to a grievance, the "ASSOCIATION" member shall verbally advise the immediate supervisor of the grievance. The parties shall meet within 7 days of the verbal notice to resolve the matter. The immediate supervisor shall give the "ASSOCIATION" member a verbal response within 7 days of the informal meeting.

Section 11.05 If the grievance is not resolved at the informal level, the "ASSOCIATION" member, within 7 days of the supervisor's informal response, may submit the grievance in writing to the Association President, or designated representative. The written grievance must clearly state the problem, the proposed solution and a statement that the matter has been presented at the informal level, if appropriate and remains unresolved.

Within 14 days of receipt of a formal grievance, the Association President, or designated representative, shall meet with the "ASSOCIATION" member and the member's representative, to discuss the matter. The Association President, or designated representative, shall submit a written response to the "ASSOCIATION" and member within 14 days of this formal grievance meeting.

Section 11.06 If the grievance remains unresolved, the "ASSOCIATION" member may within 14 days of receipt of the formal response from the Association President, or designated representative, request to have the grievance advanced to the Fire Chief or designated representative.

Within 14 days of receipt of the grievance the Fire Chief or designated representative shall meet with the "ASSOCIATION" member and the member's representative, to discuss the matter. The Fire Chief or designated representative shall submit a written response to the "ASSOCIATION" and member within 14 days of the grievance meeting.

Section 11.07 If the grievance remains unresolved, the "ASSOCIATION" member may within 14 days of receipt of the grievance response from the Fire Chief or designated representative request to have the grievance heard by a panel selected by the "DISTRICT" Board of Directors. The Board of Directors shall select 2 non-board member representatives plus 1 alternate to sit on this panel each year. The panel shall submit a written decision to all parties within 14 days of said hearing.

Section 11.08 If a grievance remains unresolved, the "ASSOCIATION" member, within 14 days of receipt of the formal panel response, may formally submit in writing to the Board, a request for the matter to be submitted to the "DISTRICT" Board of Directors.

Within 14 days receipt of formal request by the "ASSOCIATION" member to have the grievance heard, the "DISTRICT" Board shall hear the grievance. The Board has 14 days to submit a written decision to all parties.

Section 11.09 If a grievance remains unresolved, the "ASSOCIATION" member, within 14 days of receipt of the formal Board response, may formally submit in writing to the Board a request for the mater to be submitted to arbitration.

Within 14 days of receipt of the "ASSOCIATION" member's request for arbitration, the Board will request a list of five names of qualified arbitrators from the State of California Conciliation service. Within 14 days of receipt of the list, the arbitrator shall be selected by agreement of the parties. Should the parties fail to reach agreement, each shall alternately strike names from the list until one remains as the arbitrator to hear the matter. The flipping of a coin shall determine the party who strikes a name first.

Either party may call witnesses and present fact.

The arbitration procedures shall be conducted under recognized rules of procedures for conducting such hearings. The arbitrator shall have no authority to alter, amend, change, add or delete from any terms of this Memorandum of Understanding, "DISTRICT" rules, policies or procedures, or "ASSOCIATION" By Laws. The decision of the arbitrator shall be final and binding and shall be based solely on the facts presented by the respective parties in presence

The arbitrator may hear determine only one grievance at a time. However, with the expressed and agreement of both parties, multiple grievances on the same related matter may be combined under one hearing.

The cost of the arbitrator and any related hearing room shall be shared equally by the "ASSOCIATION" and the "DISTRICT". All other costs shall be paid by the party incurring such costs.

## ARTICLE XII SAVINGS CLAUSE

Section 12.01 Should any provision of the Agreement be found unlawful by a court of competent jurisdiction; the remainder of the agreement shall continue in force. Upon issuance of such a decision, the parties shall meet as soon as practicable to attempt to renegotiate the invalid provision(s).

ARTICLE XIII  
DURATION OF MOU

This Agreement shall take effect on \_\_\_\_\_, \_\_ 2019, and be in effect unless amended by and agreed to by the "DISTRICT" and the "ASSOCIATION".

**DATE APPROVED:** \_\_\_\_\_

**DATE APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

Todd Fenk  
President  
South Lake County Volunteer  
Firefighters Association Inc.

**SIGNED:** \_\_\_\_\_

Devin Hoberg  
President  
Board of Directors  
South Lake County Fire Protection District

# LOTUSLAND INVESTMENT HOLDINGS, INC.

December 2, 2019

To: Battalion Chief Wink

RE: S. Lake County Fire Protection District (SLCFPD) Continuing Services Agreement  
Compensation for Selected Candidate – Cory Smith

Dear Battalion Chief Wink,

I am hereby acknowledging that Lotusland Investment Holdings (LIH), Owner of the Maha development, has selected Cory Smith to fill the position as the development's Fire Consultant that is referenced in the Agreement that was executed by the President of the Board of Directors on June 23, 2019.

The agreed upon compensation that LIH is responsible to pay SLCFPD through a monthly Purchase Order is as follows:

- Hourly Wage of \$45.00
- 8% of wages paid into a 401 (k) retirement plan
- Employer to pay \$1200.00 per month for medical insurance benefits
- Vacation Time:
  - First 3 Years                    120 Hrs (10 hrs accrued hrs per month)
  - Yrs 4-9                            160 Hrs (13.33 accrued hrs per month)
  - Yrs 10-14                        200 (additional 40 hrs accrued)
  - Yrs 15+                            (2) day in addition thereafter
- Vacation leave is accrued on Jan. 1<sup>st</sup> of each calendar year
- Paid 3 days (24 hrs) floating holidays
- Paid 5 days (40 hrs) administrative leave
- Compensation for paramedic and continuing education courses will be paid by employer
- Transfer 960 hrs (6 mths) from subcontractors existing 2,400 hrs of sick time

Please let me know if you have any question or need further information.

Kind Regards,  
Kevin Case



**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

**STAFF REPORT**

**To:** South Lake County Fire Protection District Board of Directors

**Date:** January 16, 2020

**From:** Battalion Chief Mike Wink

**Re:** Discussion of in lieu of Fire Mitigation Fees, provide to Fire District funds for purchase of fire apparatus to equip / support new fire station 61 proposed in MAHA Guenoc Valley Project.

**DISCUSSION**

The intent for this is to open discussion for subject item.

**BACKGROUND**

Lotusland Investment Holdings prepared Specific Plan of Development for the MAHA Resort at Guenoc Valley for the County of Lake Community Development Department June 1, 2019. Additional information is included on the County's Notice of Preparation. Both documents available via the following hyperlinks:

<http://www.lakecountyca.gov/Assets/Departments/CDD/Planning/Docs/Guenoc/Maha+SPOD.pdf>

<http://www.lakecountyca.gov/Assets/Departments/CDD/Notice+of+Preparation+Guenoc.pdf>

The proposed project consists of the development of a master planned mixed-use resort and residential community within the 16,000-acre Guenoc Valley Ranch property.

Additionally, attached is the request for review and or comment to the Draft EIR for Guenoc. The Emergency Center are found on page 90 of the MAHA Resort hyperlink.

## Re: Review request - Wildfire Hazard - Draft EIR for Guenoc

Wink, Mike@CALFIRE

Fri 1/10/2020 3:18 PM

To: Mark Roberts@lakecounty; David Casian@lakecounty

Cc: Michalyn DelValle@lakecounty; Pete Bontadelli@analyticalcorp; Ryan Sawyer@analyticalcorp; Rachel Lenihan@palisadeslanduse; Kirsty Shelton@mahadevelopments; Jim Comisky@slcfdboard; Devin Hoberg@slcfdboard; Fong, Gloria@CALFIRE

Good afternoon. The South Lake County Fire Protection District / Board of Directors has been involved in this projects planning since the Development Team started work. Most all items are addressed in this plan that we have been involved in. There are some verbal conversations and plans we would like to insert into the EIR for ongoing discussion and planning for implementation for the South Lake County Fire Protection District and the Developers/Owners. Per verbal discussion and plans:

- The Emergency Response Center will become the South Lake County Fire Protection Districts, Fire Station #61 at MAHA Guenoc Valley. The goal for this is within two to three years from now.
- In year two or three when the Emergency Response Center is complete the Developer with work with South Lake County Fire to purchase some initial Emergency Response Apparatus to get started to be placed in Station 61 for ISO rating.
- Response to the Development prior to staffing will be from other South Lake County Fire Protection facilities.
- In year two or three the Developer will start to budget apx \$200,000.00 a year for operations and equipment purchasing. The apx \$200,000.00 a year will roll over annually to build funds to purchase Emergency Response Apparatus/Equipment. This amount will continue with the roll over strategy so that equipment can be replaced as needed in the South Lake County Fire fleet of Emergency Apparatus.
- It is projected in year four we will have to start the process to have staff at Fire Station 61 - 24/7/365 to reduce response times in year five.
- It is projected in year five Station 61 will be staffed by South Lake County Fire Protection District and reported to ISO for documentation. This projection is based on occupancy, population and completion of infrastructure.
- The South Lake County Fire Protection Districts staffing will rely on funding from several sources.
  - Current APN Property Tax
  - Current Direct Assessments (Measure L)
  - NEW - Emergency Response PILT for transient guests
  - NEW - New APN #s created by the project will be discussed with the County about all of the Fire Protection and other "ad valorem" property tax amounts to be considered for local use to provide staffing at Station 61.
  - Developer paid staffing costs. Amounts that are not covered by property tax increases, ad valorem increases, and PILT increases to support the operations of the South Lake County Fire Protection District.

**Mike Wink**

Battalion Chief

**South Lake County Fire Protection District**

21095 Hwy 175 - P.O.Box 1360

Middletown, Ca. 95461

Office: 707.987-3089 ext 1

Cell: 707.889.4225



Fax: 707.987.9478

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**From:** Mark Roberts @lakecounty

**Sent:** Monday, December 16, 2019 3:11 PM

**To:** David Casian@lakecounty; Wink, Mike@CALFIRE

**Cc:** Michalyn DelValle@lakecounty; Pete Bontadelli@analyticalcorp; Ryan Sawyer@analyticalcorp;  
Rachel Lenihan@palisadeslanduse; Kirsty Shelton@mahadevelopments

**Subject:** Review request - Wildfire Hazard - Draft EIR for Guenoc

**Warning:** this message is from an external user and should be treated with caution.

Good Afternoon,

The above word attachment is portion of the Administrative Draft EIR for the Guenoc Valley Mixed Use and Planned Development Project for your review and/or comment on. Please provide your comments, no later than January 10, 2020. If possible, please provide your comments and/or concerns by end of week. If you have any questions, please let me know.

Thank you

*Mark Roberts - Principal Planner*

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Lake County – Community Development Department

255 N. Forbes Street, Lakeport, CA 95453

County Website: [www.lakecountyca.gov](http://www.lakecountyca.gov)

Phone: (707) 263-2221



**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

**STAFF REPORT**

**To:** South Lake County Fire Protection District Board of Directors

**Date:** January 16, 2020

**From:** Battalion Chief Mike Wink

**Re:** Public / Private Partnership Agreement with Local Air Ambulance Provider for use in our area as resource

**DISCUSSION**

The intent of this is to seek request for Staff to research subject item to report back to Board.

**BACKGROUND**

In theory under partnership agreement, there is a possibility that South Lake County Fire could add EMS Aircraft used in our area as our resource. This could potentially allow for the participation in the Intergovernmental Transfers program with an increased contribution amount.

In addition this could also be considered a Beta Test for how this could benefit all fire districts in Lake County as we learn about the process with possibly being the lead agency in Lake County.



**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

**STAFF REPORT**

**To:** South Lake County Fire Protection District Board of Directors

**Date:** January 13, 2020

**From:** Battalion Chief Mike Wink

**Re:** Approval to proceed with low bid vendor to build the Type 6 engine components converting old Medic 6012 to the new Engine 6061

**RECOMMENDATION**

Staff seeks approval to accept low bid vendor, Mallory Fire Equipment. Their bid is \$54,459.75 and the Type 6 engine can be expected to be in service by this summer.

**BACKGROUND**

This project concept started officially with the Equipment and Facilities Committee in May 2019.

It has been designed working with both of our Fleet Managers, Paid Call staff (PCF), On Duty Staff, Chief Bertelli, St. Helena City Fire Department Staff, who have designed and built three of these apparatuses, and the Calistoga Fire Department, who also has a similar apparatus.

**ANALYSIS**

The Type 6 is intended to be a stepping stone for PCFs, until they become qualified to operate an engine, which is typically two to three years. It can be used operationally for initial response and mop up.

Funding from the PCFs and the Fire Sirens will contribute toward this purchase. The balance of the funds not covered will come from the Equipment / Training / Branding funds.

Attachments

**RE: South Lake County Fire - DANKO FIRE**

Dave Knobbe &lt;dknobbe@danko.net&gt;

Tue 12/10/2019 5:12 AM

**To:** Wink, Mike@CALFIRE <Mike.Wink@fire.ca.gov>**Warning:** this message is from an external user and should be treated with caution.

Hello Mike

We will pass on this bid for you. Thanks for contacting us.

David

**David Knobbe**

Apparatus Sales

**Direct:** 402.568.2105**Cell:** 402.380.1223**Toll Free:** 866.568.2200**Fax:** 877.568.2443**Email:** [david@danko.net](mailto:david@danko.net)[www.danko.net](http://www.danko.net)**One Source for Fire-Rescue-EMS**

This e-mail message may contain privileged or confidential information. If you are not the intended recipient, please do not disclose, use, distribute or copy this message or attachment(s) in any way. If you receive this e-mail by mistake, please inform the sender and delete it as well as any attachment(s). Thank you.

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**From:** Wink, Mike@CALFIRE [mailto:Mike.Wink@fire.ca.gov]**Sent:** Sunday, December 01, 2019 8:30 PM**To:** Jeff Wegner; Dave Knobbe**Cc:** Cavanaugh, Rod@CALFIRE**Subject:** South Lake County Fire - DANKO FIRE

Good evening Mr Wagner. My name is Mike and I am with w Fire District in California. I need three quotes on a flatbed, skid mount type 6 conversion we are doing. We have a cab and chassis that is a 1 tom Chevy we are re purposing. You are welcome to bid on it. You are also welcome to to not bid. Just let me know.

I need a bid/quote. I have meet with our fleet manager and my First Responders since the spring. I have to get three estimates to spend these Fire District Monies. So I had to have something similar for all three bidders. Some notes to go along whit the attached PDF.

- The Cab and chassis we have is a 12,000 max GVWR
- Curb weight is 5,906
- We would like to people, gear and tools to be 2,000
- That leaves \$,094 for the flatbed, box's, skid mount, and water
- Probably the most water we can fit is 200 gallons because of weight

- 120 inchs long x 96 inchs wide. If is a long bed configuration
- It is based on JOB #692 for Douglas City 3/23/17
- Add box A& to the from of the buildup to take up 10 or more inches of room. We will put 1.5 inch WAJAX hose packs in their
- Maybe make the A! boxes longer to take up room.
- Boxes U2 are for PPE only and should not have vents to keep dust and dirt out. They should be weather tight. No fuel.
- Need a spot to put a gas can for auxiliary pump
- Need a spot for chainsaw fuel.
- Scotty Foam System
- Scene Star LED 14,000 candle power light on build up. Two of them near the front.
- 18HP gas motor
- The headache rack should be built with a platform ready to have a light bar mounted. We will do it.
- Need a soot for a chainsaw. in a compartment.
- We use the STIHL MS461 chainsaw with w 25 inch bar.
- Need a spot for a small ice chest/cooler. You can supply if you have one you use so it fits.
- Our goal is to not have anything stapped on, or outside that was not planned for.
- A place for one drip torch? Any ideas? You put the bracket, we have the torch.
- Fire extinguishers in a compartment.
- 100 feet of hard line to save on weight.
- How much weight do we save if we pay the extra for the aluminum hard line reel.
- We are open to suggestions to save on weight to keep our water.
- Clipped sides on the rear bumper.
- Bumper should have a receiver for a tow hitch.
- Is there a hose roller attachment point? If not that is OK.
- We bring the cab and chassis to you for the installation. Installation price should be separate.
- You do the installation of everything in the quote.
- The PDF shows most of the spec.

Once I receive three quotes, my Board will approve one and I will issue the PO number. We would like this to be completed in service by next May or June of 2020. I will let you know either way. Providing the PDF and notes is my best attempt for vendors to bid on same specs.

Sincerely, Mike

***Mike Wink***

**Battalion Chief**

**Middletown Battalion**

***South Lake County Fire Protection District***

**21095 Hwy 175 - P.O.Box 1360**

**Middletown, Ca. 95461**

**Office: 707.987-3089 ext 3**

**Cell: 707.889.4225**

**Fax: 707.987.9478**

**Emial [Mike.Wink@fire.ca.gov](mailto:Mike.Wink@fire.ca.gov)**

**<https://www.danko.net/>**

[Danko Emergency Equipment Co.](#)

Danko Emergency Equipment is a family owned business manufacturing and selling high quality fire fighting and emergency vehicles to fire departments, rural fire districts and governmental entities...continue reading

[www.danko.net](http://www.danko.net)



# MALLORY

December 4, 2019

**SPECIFICATIONS FOR 250 GALLON WILDLAND SKID UNIT  
WITH 18 hp Mallory M90 PUMP**

**Prepared for:**

Name: Mike Wink  
Agency: South Lake County Fire  
Phone: 707-889-4225  
Fax:  
E-mail: [Mike.Wink@fire.ca.gov](mailto:Mike.Wink@fire.ca.gov)

**Prepared by:** Mike Beutler

**F.O.B. - Longview, WA**

**COMPLETION – 90-120 days ARO**

**PRICE - \$ 54,459.75**

### **Flat bed:**

ProTech 120" x 96" extruded aluminum flat bed installed on customer supplied chassis  
Tapered headache rack with bracket for light bar  
Under deck storage for suction hose  
LED DOT lighting  
Mud flaps  
Rear kick panel  
Recessed license plate with light  
Grip strut rear step  
Receiver hitch and plug

### **Compartments:**

- Tunnel box at front of body, 36" H x 96" D x 18" L, angled to match headboard. Dual swing doors, topside and bottom side of angle. Full horizontal divider forming upper and lower sections.
- Two (2) topside boxes, mounted to flatbed, outboard of water tank:  
Passenger side: 36" H x 24" D x 64" W with fixed horizontal divider, One (1) lift up and one (1) drop down door with LED lighting. This compartment vented for fuel and chain saw  
Driver's side: 36" H x 24" D x 64" W with fixed horizontal divider, One (1) lift up and one (1) drop down door with LED lighting
- Passenger side nozzle and fitting box: 9" H x 25.5" D x 17" W with single rear pull out drawer
- Driver's side hose storage box: 18" H x 34" D x 18" W single lift up lid and rear drop down door for upper section and single pull out drawer in lower section.
- Under body boxes, mounted forward of the rear wheels on the passenger and driver's side: 18" H x 18" D x 36" L single drop down door with lanyard

### **Water tank**

Custom Mallory built tank

- 200 gallons (Actual size to be determined)
- 10 gallon internal foam cell
- Constructed of ½" UV-stabilized black polypropylene, glossy finish
- Fully welded inside and out
- Mortised and welded joints to increase strength
- Fully baffled to NFPA 1906 guidelines
- 2" mounting flange at front and rear of tank
- Re-enforced removable lid with exterior flange
- Stainless steel bolt through flanges on tank to prevent leaks
- Stainless steel hardware



- Water fill tower with hinged lid and trash screen
- Foam fill tower with hinged lid, rubber latch and anti-siphon device
- Translucent sight tubes for foam and water
- Anti-cavitation device/sump
- Lifetime warranty to the end user

### **Pump**

#### Mallory M90-B18 Pump

- Briggs & Stratton 18hp Vanguard engine
- 5 gallon EPA compliant fuel cell
- Air cooled
- Electric start
- Robwen 180 single stage removable pump head
- Guzzler hand primer
- Pump performance:
  - 120 GPM @ 100 PSI
  - 100 GPM @ 130 PSI
  - 70 GPM @ 190 PSI
  - 50 GPM @ 235 PSI

### **Foam System**

- Scotty 4171 Around the Pump foam system

### **Controls**

Pressure gauge

LED panel light

Engine start stop

Throttle control

Choke control

Low pressure cut-out switch

Foam control

### **Plumbing**

All Plumbing to be a Combination of:

- Welded and threaded stainless steel
- Rubber high pressure hose with expanded couplings
- Full flow quarter turn valves

Inlet plumbing shall consist of:

- Gated 2" tank-to-pump line
- Gated 2" overboard suction
  - 2" Male adapter with NPSH threads
  - Cap & chain
- Gated 2.0" direct tank fill
  - 2 ½" NH female swivel adapter
  - Plug & chain

Outlet plumbing shall consist of:

- One (1) gated 1.5" discharge located at rear of skid
  - 1.5" NH male threads
  - Cap & chain
- One (1) gated 1.5" discharge located in driver's side hose compartment
  - 1.5" NH male threads
- Gated 1.0" hose reel discharge
- Gated 1.0" tank fill

### **Hose Reel**

Hannay EF20-30-31 steel booster reel

- Mounted to passenger side tool compartment
- 1.0" Male NH riser
- 0.3 HP rewind motor
- High mounted hose roller guide
- Rewind switch mounted on pump panel

### **Hose**

One 1" X 100' length of rubber booster hose for the reel

Two (2) 2" x 8' clear corrugated suction hose with NPSH couplings

### **Lighting**

Two (2) Akron Scene Star 14,000 Lumen push-up telescoping, 12 volt lights mounted to headboard, one (1) each side.

### **Miscellaneous Equipment**

- Fire extinguisher (Location TBD)
- Drip torch mounting bracket
- Cooler


**CASCADE FIRE  
EQUIPMENT COMPANY**

P.O. BOX 4248 • MEDFORD, OREGON 97501  
 (800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847  
[sales@cascadefire.com](mailto:sales@cascadefire.com) • [www.cascadefire.com](http://www.cascadefire.com)

# QUOTE

ACCOUNT 0000908

SHIP TO SOUTH LAKE COUNTY F. P. D.  
 MIKE WINK  
 PO BOX 1360  
 MIDDLETOWN CA 95461

DATE		QUOTE NO.		SALESPERSON	TAKEN BY	PAY TYPE	
12/09/19		092907		1	JIM	Net 30	
LINE	QTY	UNIT	PROD	DESCRIPTION		UNIT PRICE	EXT PRICE
1	1	EA	24123	CFE STRIKE TEAM SLIP-ON PACKAGE, END MOUNT 200 GALLON POLY TANK, 2" SQUARE TUBE ALUMINUM SUB FRAME, ALUMINUM DIAMOND PLATE PUMP AND TANK PLATFORM(S), 18HP/CF-120 HIGH PRESSURE PUMP, STAINLESS STEEL CONTROL PANEL SCHEDULE 40 SEAMLESS STAINLESS STEEL PLUMBING MANIFOLD(S), STRIKETEAMDROP-OUT STYLE VALVES (1) 2.0" TANK TO PUMP, (1) 1.5", OVERBOARD DISCHARGE, (1) 1.0" PUMP TO TANK, (1) 1.0", HOSE REEL SHUT-OFF, ELECTRIC PRIMER, HANNAY F SERIES FULLFLOW REEL, 100' LIGHTWEIGHT BOOSTER HOSE, 1.0" RANGER PLUS NOZZLE (1000 LB DRY/3000 LB FULL)		16,530.00	16,530.00
2	1	EA	24068	LIVE HOSE TRAY W/ BUILT IN EQUIPMENT DRAWER SMOOTH ALUMINUM FINISH, TURTLE TILE, KEYED ALIKE		1,138.84	1,138.84
3	1	EA	24083-2.5P	ADD, DIRECT HYDRANT FILL, 2.5" NH		659.00	659.00
5	1	EA	11685P	UPGRADE, ALUMINUM REEL ON SLIP-ON		445.00	445.00
6	1	EA	24066	SINGLE HOSE ROLLER AND GUIDES, CHROME		175.00	175.00
7	1	EA	24072	CFE SPEC ALUMINUM FLATBED, 120" x 96" W/ SUCTION HOSE TUBES (X3), DUAL REAR STEPS, LED MARKER LIGHTS, CLASS III 2" HITCH RECIEVER		8,177.00	8,177.00



**CASCADE FIRE  
EQUIPMENT COMPANY**

P.O. BOX 4248 • MEDFORD, OREGON 97501  
 (800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847  
[sales@cascadefire.com](mailto:sales@cascadefire.com) • [www.cascadefire.com](http://www.cascadefire.com)

8	1	EA	L2	DRIVER SIDE BOX(66"x21.5"x43.5") - 3 DOOR DESIGN ALUMINUM FINISH, ADJUSTABLE SHELVES, LED LIGHTING, GAS SHOCKS, TURTLE TILE, KEYED ALIKE DROP DOWN DOORS TO HAVE WIDE CHANNEL	3,095.00	3,095.00
9	1	EA	L1	DRIVER SIDE BOX(66"x21.5"x43.5") - 2 DOOR DESIGN ALUMINUM FINISH, ADJUSTABLE SHELVES, LED LIGHTING, GAS SHOCKS, TURTLE TILE, KEYED ALIKE DROP DOWN DOOR TO HAVE WIDE CHANNEL	3,145.00	3,145.00
10	1	EA	TOP BASKET	ALUMINUM EQUIPMENT BASKET ON TANK	660.00	660.00
11	2	EA	U2	UNDER BODY BOX(36"x18"x18") - DROP DOWN STYLE ALUMINUM FINISH, KEYED ALIKE	700.00	1,400.00
14	2	EA	ELSS-SLDC-PU	SCENESTAR 14,000 LUMEN LED WITH EXTENDA POLE, INSTALLED (30 LB)	1,860.00	3,720.00
15	1	EA	INSTALL	WIRE AND INSTALL PUMP PACKAGE, COMPARTMENT BOXES, AND LIGHTS	2,100.00	2,100.00
16	1	EA	C/F BOX	CROSS FRAME BOX(96"x43.5"x20") - PULL OUT DRAWER STYLE ALUMINUM FINISH, KEYED ALIKE	4,895.00	4,895.00
17	1	EA	U/R BOX	UNDER REEL EQUIPMENT DRAWER ALUMINUM FINISH, TURTLE TILE, KEYED ALIKE	625.00	625.00
18	1	EA	12001	BRACKET, DRIP TORCH	60.00	60.00
19	1	EA	I/C BASKET	ICE CHEST BASKET ON TOP OF HOSE TRAY	330.00	330.00
20	2	EA	21229	BRACKET, CHOCK MEDIUM UNDERBODY	60.00	120.00
21	2	EA	21216	CHOCK, MEDIUM DUTY, ALUMINUM	42.00	84.00
22	3	EA	11564-8	HOSE, PVC SUCTION 2X8 CPLD NPSH	86.00	258.00
25	1	EA	23953	FOOT VALVE & STRAINER 2" NPSH	125.00	125.00

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	3,309.03	51,050.87

VALID FOR 60 DAYS



**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

**STAFF REPORT**

**To:** South Lake County Fire Protection District Board of Directors

**Date:** January 16, 2020

**From:** Battalion Chief Mike Wink

**Re:** Future "Ad Valorem" Property Tax

**RECOMMENDATION**

Staff to research and seek from outside source(s) consultation about "Ad Valorem" Property Tax.

**BACKGROUND**

The Fire District does not receive any "ad valorem" property taxes for any of the hundred plus parcels from the Jerusalem Valley annexation. The Fire District only receives the amount on improvements or increases after the 2006 annexation date. This was per the County and Lake County Local Agency Formation Commission (LAFCO).

This is the same concept where newly created parcels and improvements within the Fire District boundaries where we will receive some of the property tax increase, allocation for providing services within its jurisdiction.

The idea is to find what the process is, that will allow the Fire District to request a change in future calculations. This is not intended to affect the County of Lake or property tax portion other Special Districts and entities currently receive (<http://www.lakecountyca.gov/Government/Directory/AuditorController/PropertyTax/AB8.htm>).

Below is hyperlink about understanding California's property taxes and provides what triggers property values.

[Understanding California's Property Taxes](#)

**ANALYSIS**

The Fire District could receive additional amount (or percentage) of the "ad valorem" for new developments, newly created parcels on new increases in any value.

Below are hyperlinks to proposed projects within the Fire District that have potential to increase property values:

<http://www.lakecountyca.gov/Assets/Departments/CDD/Planning/Docs/Guenoc/Maha+SPOD.pdf>

[The Plans – Valley Oaks](#)



**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

**DATE:** January 16, 2020  
**TO:** Board of Directors  
**FROM:** Gloria Fong  
Staff Services Analyst  
**SUBJECT:** Resolution No. 2019-20 06 A Resolution Approving the County of Lake Agreement for Collection of Special Taxes, Assessments, Fees, Charges, and Abatements.

Please find attached subject resolution and agreement for the Board's consideration. It was at the County Auditor-Controller's office request over a year ago to update the subject agreement (see attachment following resolution and agreement).

It is the collaborative communication between the fire districts that the agreement following Resolution is prepared. Once each fire district completes the agreement, all five will be submitted to the Board of Supervisors directly as a whole packet.

Please note the hold harmless reciprocation is addressed. It is my understanding that the County IT Department is provided a date not earlier than June 30<sup>th</sup> to which the County Assessor's Office has to certify valuations, to prepare data files. The County IT Department is now included in the agreement and has by July 31<sup>st</sup> to provide this information to us.

Attachments

1                    **BOARD OF DIRECTORS, SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT**  
2                    **COUNTY OF LAKE, STATE OF CALIFORNIA**

3  
4                    **RESOLUTION NO. 2019-20 06**

5  
6                    **A RESOLUTION APPROVING THE COUNTY OF LAKE AGREEMENT FOR COLLECTION**  
7                    **OF SPECIAL TAXES, ASSESSMENTS, FEES, CHARGES, AND ABATEMENTS**  
8

9                    **WHEREAS**, the South Lake County Fire Protection District (“District”) voters approved  
10 District Resolution 2018-19 01, which repealed Resolution 2002-06 and imposing a special tax to  
11 establish a larger stable source of supplementary revenue to assist the District in meeting the  
12 current costs of providing authorized services and exercising other rights and powers of the District,  
13 and;

14                    **WHEREAS**, it is in the public interest that the County of Lake (“County”) collects on the  
15 County tax rolls the special tax for the District; and,

16                    **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of South Lake County  
17 Fire Protection District hereby approves the attached Agreement for Collection of Special Taxes,  
18 Assessments, Fees, Charges, and Abatements and authorizes the President of the Board of  
19 Directors to sign and execute said agreement.

20                    **THIS RESOLUTION** was introduced and adopted by the Board of Directors of the South  
21 Lake County Fire Protection District at a regular meeting held on the 21<sup>st</sup> day of January,  
22 2020 by the following vote:

23 AYES:

24 NOES:

25 ABSENT OR NOT VOTING:

26  
27  
28 [SEAL]

SOUTH LAKE COUNTY  
FIRE PROTECTION DISTRICT

\_\_\_\_\_  
DEVIN HOBERG  
President, Board of Directors

29  
30  
31  
32  
33 ATTEST: \_\_\_\_\_  
34                    Gloria Fong  
35                    Clerk to the Board of Directors  
36

**AGREEMENT FOR COLLECTION OF  
SPECIAL TAXES, ASSESSMENTS, FEES, CHARGES, AND  
ABATEMENTS**

THIS AGREEMENT is made and entered into this 21st day of January 2020 by and between the County of Lake, a political subdivision of the State of California, hereinafter referred to as "County" and the South Lake County Fire Protection District hereinafter referred to as "District".

WHEREAS, various California statutes (including but not limited to Government Code Sections 50077(b), 50078.17, and 53340(g)) authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any School District, Special District, zone or improvement District thereof; and

WHEREAS, when requested by District, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.

2. When County is to collect District's special taxes, fees, and assessments, the IT Department of the County shall provide the District with the electronic parcel file on or before the 31<sup>st</sup> day of July of each fiscal year. District agrees to notify the Auditor-Controller of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers (APNs) and the amount of each special tax, fee, or assessment to County, and including, but not limited to, any act of omission or assessment to be so collected. The notice must be received by the Auditor-Controller by said date pursuant to Government Code Section 26911.

Given that these fees and assessments are the livelihood of the District, if the APNs and amounts to be collected are not provided to the Auditor-Controller by August 10<sup>th</sup> for a reason other than the District's own neglect, the Auditor-Controller shall automatically charge the previous year's fees and assessments. Should it turn out that additional amounts should have been charges and collected, it will be added to the next assessment cycle.

3. County may recover costs up to ¼ of 1% of the amount collected. District agrees that County shall retain all penalties and interest on said accounts in the event of delinquencies.

4. District certifies that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218). District has requested, on County's behalf, an opinion from their legal advisor listing each tax, fee, or assessment and stating that each tax, fee, or assessment complies with state law, and specifically analyzing compliance with Proposition 218. Said opinion is attached hereto as "Exhibit A" and



incorporated by reference into this Agreement.

5. District hereby releases and forever discharges County and its officers, agents and employees from any and all claim, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement. However, this release shall not cover claims or other liabilities that are the result of the County IT department providing the electric parcel file (as referenced in Section 2 above) later than the July 31<sup>st</sup> deadline nor claims or other liabilities that are the result of the County Auditor-Controller not properly or timely enrolling the charges onto the tax roll through no fault of the District.

6. District agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement. This indemnification provision shall not cover claims or other liabilities that are the result of the County IT Department providing the electric parcel file (as referenced in Section 2 above) later than the July 31<sup>st</sup> deadline nor claims or other liabilities that are the result of the County Auditor-Controller not properly or timely enrolling the charges onto the tax roll through no fault of the District. If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County shall notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.

\_\_\_\_ District Initial Here

\_\_\_\_ County Initial Here

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement.

9. This agreement shall be effective for the fiscal year and shall be automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.

10. Either party may terminate this agreement for any reason for any ensuing fiscal year

by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. District agrees to submit to the County Auditor-Controller a completed Annual Certification of Assessment, on the form provided by the Auditor-Controller, on or before the 10th day of August of each fiscal year. The notice must be received by the Auditor-Controller by said date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DISTRICT:  
DEVIN HOBERG

COUNTY OF LAKE

\_\_\_\_\_  
Chairperson, Board of Directors

\_\_\_\_\_  
Chair, Board of Supervisors

Attest: Clerk of the Board  
of Directors  
GLORIA FONG

Attest:  
Clerk to the Board of Supervisors

\_\_\_\_\_  
APPROVED AS TO  
FORM: ANITA GRANT  
County Counsel

\_\_\_\_\_

**County of Lake: Property Tax  
Related Charges  
Effective 7/24/2018**

Assessment/Direct Tax Collection (annual)	\$	175.00
Assessment/Direct Tax Collection (initial setup)	\$	250.00
Assessment/Direct Tax Collection (per entry)	\$	0.25
TRA/District Report	\$	7.00
Values Base Report	\$	7.00
Tax Rate Book	\$	9.00
AB-8 Report	\$	3.00

**PROPOSITION 218 CERTIFICATION OF ASSESSMENT**

The \_\_\_\_\_ hereby certifies that the special assessment(s) to be placed on the 2018/19 Secured Tax bill by \_\_\_\_\_ meets the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

The \_\_\_\_\_ agrees to defend, indemnify and hold harmless the County of Lake, the Board of Supervisors, the Auditor-Controller/County Clerk, its officers and employees, from litigation over whether the requirements of proposition 218 were met with respect to such assessment(s).

If any judgement is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such assessment(s), the \_\_\_\_\_ agrees that County of Lake may offset the amount of any judgement paid by an indemnified party from any monies collected by County of Lake on \_\_\_\_\_'s behalf, including property taxes, special taxes, fees, or assessments.

DISTRICT:

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Re: Auditor Direct Charges Contract

Miasha Rivas@lakecountyfire

Thu 1/16/2020 3:34 PM

To: Gloria Fong@CALFIRE

**Warning: this message is from an external user and should be treated with caution.**

Hi, yes

Sent from my U.S.Cellular© Smartphone

Get [Outlook for Android](#)

---

**From:** Gloria Fong@CALFIRE

**Sent:** Thursday, January 16, 2020 3:31:43 PM

**To:** Mandi Huff@lakeportfire; Kristina Navarro@kelseyvillefire; Julie Lindeblad@northshorefpd.; Gloria Fong@CALFIRE

**Cc:** Chief Sapeta @lakecountyfire; Mike Ciancio@northshorefpd; Rick Bergem@lakeportfire; Joe Huggins@Kelseyvillefire; Mike Wink@CALFIRE

**Subject:** Re: Auditor Direct Charges Contract

Just checking if the Exhibit A referenced under section 4 is this attached document?

[Gloria Fong](#)

Staff Services Analyst

South Lake County Fire Protection District

**CAL FIRE**

Bus: (707) 987-3089

Fax: (707) 987-9478

---

**From:** Miasha Rivas@lakecountyfire

**Sent:** Tuesday, January 14, 2020 8:50 AM

**To:** Mandi Huff@lakeportfire; Kristina Navarro@kelseyvillefire; Julie Lindeblad@northshorefpd.; Gloria Fong@CALFIRE

**Cc:** Chief Sapeta @lakecountyfire; Mike Ciancio@northshorefpd; Rick Bergem@lakeportfire; Joe Huggins@Kelseyvillefire; Mike Wink@CALFIRE

**Subject:** RE: Auditor Direct Charges Contract

**Warning:** this message is from an external user and should be treated with caution.

Good morning,

Kelseyville's legal brought an issue regarding the hold harmless clauses only including the IT department and not including neglect by the Auditor Controller. The attached agreement has those changes, which are highlighted.

Please let me know if you have any questions or concerns.

Thanks.

*Miasha Rivas*

Financial Analyst

Lake County Fire Protection District

707-994-2170 Fax 707-994-4861

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Miasha Rivas@lakecountyfire

**Sent:** Monday, December 30, 2019 11:44 AM

**To:** Mandi Huff@lakeportfire; Kristina Navarro@kelseyvillefire; Julie Lindeblad@northshorefpd.; Gloria Fong@CALFIRE

**Cc:** Chief Sapeta @lakecountyfire; Mike Ciancio@northshorefpd; Rick Bergem@lakeportfire; Joe Huggins@Kelseyvillefire; Mike Wink@CALFIRE

**Subject:** Auditor Direct Charges Contract

Warning: this message is from an external user and should be treated with caution.

Good morning,

Attached is the final draft of the direct charges contract as modified by the Chiefs' request. The key points are that there is a cap on the cost recovery of  $\frac{1}{4}$  of 1% of our charges, and if the Districts are unable to meet the August 10<sup>th</sup> deadline due to no fault of the District's, the Auditor will automatically charge the previous year's charges. While this may not be preferable by us, at least it would mitigate the risk of not being able to charge anything for that fiscal year.

I believe the original plan was that each District was going to present the contract to their Board for signatures. Once complete, we would submit all 5 contracts to the BOS directly as a whole packet. Please let me know if your District has further edits to be included.

Have a wonderful New Year.

*Miasha Rivas*

Financial Analyst

Lake County Fire Protection District

707-994-2170 Fax 707-994-4861

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.



**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

**DATE:** August 10, 2018  
**TO:** Board of Directors  
**FROM:** Gloria Fong  
Staff Services Analyst  
**SUBJECT:** Resolution No. 2018-19 03, A Resolution Approving Agreement for Collection of Special Taxes, Assessments, Fees, Charges, and Abatements between County of Lake and South Lake County Fire Protection District

Please find attached subject resolution and agreement for the Board's consideration. It is at the County Auditor-Controller's office request to update subject agreement.

The agreement is updated to include August 10<sup>th</sup> assessment notification date, August 10<sup>th</sup> certification date, County's fee of \$15 per assessment correction submitted between September 1<sup>st</sup> and April 10<sup>th</sup> annually, collection certification / compliance clause, hold harmless clause, assessment agency inquiry cooperation clause, May 1<sup>st</sup> termination date by either party, and government code sections authorizing County to recoup it collection costs.

I find missing from the agreement the County's current fee of .25 cents per assessment and the referenced Exhibit A. I have contacted the County regarding them and hope to have an answer by meeting date.

For perusal, attached is the county's request for updated agreement, the original agreement, and the current published fee schedule

Attachment

**AGREEMENT FOR COLLECTION OF  
SPECIAL TAXES, ASSESSMENTS, FEES, CHARGES, AND ABATEMENTS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and between the County of Lake, a political subdivision of the State of California, hereinafter referred to as "County" and the \_\_\_\_\_, hereinafter referred to as "District".

WHEREAS, various California statutes (including but not limited to Government Code Sections 50077(b), 50078.17, and 53340(g)) authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any School District, Special District, zone or improvement District thereof; and

WHEREAS, when requested by District, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.
2. When County is to collect District's special taxes, fees, and assessments, District agrees to notify the Auditor-Controller of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to County, and including, but not limited to, any act of omission or assessment to be so collected. Provided, however, to be effective, the notice must be received by the Auditor-Controller by said date.
3. County may recover costs based on the current fee schedule as of the date the District levy will be placed on the tax roll for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District. District agrees that County shall retain all penalties and interest on said accounts in the event of delinquencies. County may recover cost of \$15 per special tax, fee, or assessment for changes requested by District between September 1 and April 10 annually.
4. District certifies that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218). District has requested, on County's behalf, an opinion from their legal advisor listing each tax, fee, or assessment and stating that each tax, fee, or assessment complies with state law, and specifically analyzing compliance with Proposition 218. Said opinion is attached hereto as "Exhibit A" and incorporated by reference into this Agreement.
5. District hereby releases and forever discharges County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.
6. District agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of District's



responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement. If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.

\_\_\_\_\_ District Initial Here

\_\_\_\_\_ Lake County Initial Here

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement.

9. This agreement shall be effective for the fiscal year and shall be automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.

10. Either party may terminate this agreement for any reason for any ensuing fiscal year by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. District agrees to submit to the County Auditor-Controller a completed Annual Certification of Assessment, on the form provided by the Auditor-Controller, on or before the 10th day of August of each fiscal year. Provided, however, to be effective, the notice must be received by the Auditor-Controller by said date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DISTRICT:

\_\_\_\_\_  
President, Board of Directors

Attest: Secretary to the Board  
of Directors

\_\_\_\_\_  
APPROVED AS TO FORM:

ANITA GRANT  
County Counsel

COUNTY OF LAKE

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:  
Clerk to the Board of Supervisors

\_\_\_\_\_

**PROPOSITION 218 CERTIFICATION OF ASSESSMENT**

The \_\_\_\_\_ hereby certifies that the special assessment(s) to be placed on the 2018/19 Secured Tax bill by \_\_\_\_\_ meets the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

The \_\_\_\_\_ agrees to defend, indemnify and hold harmless the County of Lake, the Board of Supervisors, the Auditor-Controller/County Clerk, its officers and employees, from litigation over whether the requirements of proposition 218 were met with respect to such assessment(s).

If any judgement is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such assessment(s), the \_\_\_\_\_ agrees that County of Lake may offset the amount of any judgement paid by an indemnified party from any monies collected by County of Lake on \_\_\_\_\_'s behalf, including property taxes, special taxes, fees, or assessments.

DISTRICT: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

2018/19 Direct Charges Due 8/10/18 \*\*\*UPDATE\*\*\*

Amanda Johnson

Thu 8/9/2018 4:13 PM

To: Direct Charge Agencies

Cc: Cathy Saderlund; Kathy Lakatos;

• 1 attachments (18 KB)

Direct Levy Agreement Template.docx;

Good Afternoon,

The Mendocino Complex Fires have impacted much of our County and Agencies resulting in evacuations, road closures, and accessibility issues as offices remained closed for an extended period of time. As we get up and running again, we recognize the stress this presents when completing scheduled taxroll activities, such as the data file submission and direct charge documentation.

Due to the hardship presented by these circumstances, Cathy Saderlund, Auditor-Controller, has authorized a one-time extension of the August 10 due date. Data files and certifications will be due August 21, 2018.

Please see the attached Agreement as approved by Anita Grant, County Counsel. This updated Agreement will be effective beginning the 2018/19 fiscal year. Resolutions and Agreements will be due September 15, 2018.

Some agencies have asked about the status of the 2018/19 secured roll data. This data has been received by our office and is expected to be available Friday, August 10, 2018.

If you have any questions or concerns, please contact me.

Thank you,

*~Amanda Johnson*

Amanda Johnson  
Property Tax Coordinator  
County of Lake  
Auditor-Controller/County Clerk's Office  
255 N. Forbes Street, Lakeport, CA 95453  
Phone: (707) 263-2313 Fax: (707) 263-2310

COUNTY'S DRAFT



**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

Ref. No. 02B-003

**MEMORANDUM**

August 20, 2002

TO: Board of Supervisors  
County of Lake

FROM: *Gloria H. Hallmark*  
Gloria H. Hallmark  
Clerk to the Board of Directors  
South Lake County Fire Protection District

SUBJECT: *Agreement for Collection of Special Tax by and between County of Lake and South Lake County Fire Protection District*

The Board of Directors of the South Lake County Fire Protection District on August 20, 2002, approved and accepts the enclosed agreement referenced in the above subject title and requests the Board of Supervisors of the County of Lake to enter into an agreement.

Two original copies have been provided for signature so that each party may retain an original, which I ask to be returned to South Lake County Fire Protection District at the above address once signed.

Thank you in advance for a positive response to the Board of Directors' request.

*Attachment: Agreement for Collection of Special Tax (2 originals)*



**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

Ref. No. 02B-002

August 20, 2002

Pam Cochrane  
County Clerk/Auditor-Controller  
County of Lake  
255 N. Forbes St.  
Lakeport, CA 95453

Dear Pam,

As per the enclosed copy of Resolution No. 2002-06, A Resolution Calling for a Special Election for the Purpose of Imposing a Special Tax within the South Lake County Fire Protection District for the Payment of Staffing and Operational Costs of the Fire District, and as approved by the voters of this District on August 13, 2002, the Board of Directors of the South Lake County Fire Protection District requests that the County add to its tax roll a special tax per parcel per year.

You will also find enclosed a copy of an agreement by and between the South Lake County Fire Protection District and the County of Lake signed by the President of the Board of Directors of South Lake County Fire Protection District. The original has been forwarded to the Board of Supervisors for approval and signature, with a copy containing all signatures forthcoming.

Should you have any questions, please feel free to call the District's office at 987-3089.

Sincerely

**SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT**

Robert L. Cramer  
President, Board of Directors

/gh

Enclosures

AGREEMENT FOR COLLECTION OF SPECIAL TAX

THIS AGREEMENT made this 3rd day of September 2002, by and between the COUNTY OF LAKE, hereinafter referred to as "COUNTY", and the SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H

WHEREAS, DISTRICT is authorized to impose special taxes on properties within its boundaries pursuant to Government Code section 50075 et seq.; and

WHEREAS, the Board of Directors of the DISTRICT adopted Resolution 2002-06, establishing a special tax on property within said DISTRICT, which was approved by the voters on August 13, 2002; and

WHEREAS, DISTRICT desires that COUNTY collect said special tax for the DISTRICT, and COUNTY is willing to provide said services as provided for in Government Code section 50077.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises hereinafter expressed and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. COUNTY agrees to use its tax roll to collect DISTRICT's special tax each year and to perform related collection services for said DISTRICT.
2. DISTRICT agrees to provide the COUNTY with a list of parcels of property and the special tax for each parcel of property. DISTRICT also agrees to provide any additional information the COUNTY needs to carry out this agreement.
3. DISTRICT agrees to pay the COUNTY the sum of Fifteen Cents (\$.15) for each special tax entry it adds to the tax rolls for the services hereinabove enumerated, which is the COUNTY's reasonable costs for processing said special tax. Said charges shall be deducted from the first collection of said special tax, and DISTRICT agrees that COUNTY shall retain all penalties on said special tax in the event of delinquencies.
4. COUNTY will determine its reasonable costs and a corresponding charge for subsequent special tax entries and will amend this agreement to set forth such charges.


5. COUNTY shall not be deemed in breach of this agreement for failure to perform any term, condition or covenant hereof.

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

SOUTH LAKE COUNTY FIRE  
PROTECTION DISTRICT

  
\_\_\_\_\_  
President, Board of Directors

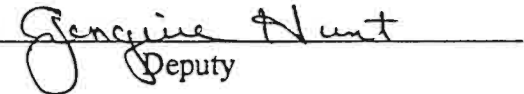
COUNTY OF LAKE

  
\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: GLORIA H. HALLMARK  
Clerk to the Board  
of Directors

  
\_\_\_\_\_

ATTEST: KELLY F. COX  
Clerk to the Board  
of Supervisors

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

APPROVED AS TO FORM:  
CAMERON L. REEVES  
County Counsel

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

AUDIT REVIEW:  
\_\_\_\_\_





**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

**DATE:** January 16, 2020  
**TO:** Board of Directors  
**FROM:** Gloria Fong  
Staff Services Analyst  
**SUBJECT:** 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

Please find subject item attached. This draft is for offered as an exhibit in the event it is ready for discussion. It is possible it may be tabled to the February meeting, along with an updated MOU. See attachment provided under D1.

Attachment



# DRAFT

## SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

### POSITION STATEMENT

#### **EMERGENCY MEDICAL SERVICES DIVISION (EMSD)**

#### **EMERGENCY MEDICAL SERVICES SPECIALIST/PAID-CALL EMT/PARAMEDIC**

The Paid Call EMSD Specialist works under the direction or supervision of EMS Coordinator/paid-call Engineer/Captain or paid company officer.

#### **A. General duties and responsibilities**

This is broadly written and shall be interpreted to include, rather than exclude duties and responsibilities that are reasonably similar to those written herein.

As a member of the EMSD, the EMT or Paramedic will perform a full range of medical duties. The EMSD members will assist in general station maintenance duties including building, grounds, apparatus, and tool maintenance.

#### **B. Specific duties**

- Follow the chain of command.
- Responsible for a working knowledge of district policy, assigned station, vehicles and equipment.
- Establish and maintain an effective working relationship with fellow personnel, the public and other agencies.
- Notify superior officers of potential problems, accidents, injuries, deaths, property damage, extraordinary events or any condition that is a threat to the welfare of the district.
- Stay informed, adjust to different situations, assume responsibility and exhibit a positive attitude.
- Participate in training sessions, classes and drills.
- Perform general housekeeping duties as required.
- Clean and repair medical equipment and tools as necessary.
- Act in a calm and decisive manner during stressful emergency situations.
- As a member of the EMSD, you will provide various types of requested operations and provide medical aid as directed and necessary to the sick and injured.
- When authorized, will provide medical standby at local events or public programs

# DRAFT

## **EMERGENCY MEDICAL SERVICES SPECIALIST/PAID-CALL EMT/PARAMEDIC**

- May drive fire district emergency vehicles code 2 and/or 3 when properly licensed and trained, and authorized by the Battalion Chief and or their designee.
- Attends specialized training as requested by supervisor.
- Attends specialized EMSD Orientation specific training.
- Completes written reports and PCR (Patient Care Reports) as required or requested by supervisor.
- When authorized, will make public contacts and assist in various types of public programs.
- Attend a minimum of 50% of scheduled medical drills.
- Attend applicable/scheduled EMS training, QA/QI and or Certification class's offered by the District to assist you in maintaining your certification.
- Perform all other related duties as assigned or requested.

## **QUALIFICATIONS**

### **A. Age**

- Minimum age of 18 years old.

### **B. Residency**

- Personnel must reside within 6 minutes or 2 miles of the district boundaries.

### **C. Education**

- Employee shall have a high school diploma or equivalent.

### **D. Certifications and licenses**

- Possession of a valid unrestricted California Class C Driver's License.
- Possession of a valid unrestricted EMT or Paramedic License

### **E. Physical Abilities**

- Employee shall possess adequate strength, endurance and body flexibility to perform required duties.

# DRAFT

## EMERGENCY MEDICAL SERVICES SPECIALIST/PAID-CALL EMT/PARAMEDIC

### F. Special personal characteristics

- Position requires ability to effectively handle interpersonal conflicts and to be consistent when dealing with the public and fellow personnel under stressful conditions.

### G. Training

- Personnel shall become proficient in all Company Standards.
- Complete EMSD Orientation program.
- Maintain EMS certification as an EMT (Emergency Medical Technician) or Paramedic.
- Personnel shall complete an ICS (Incident Command System) 100, and NIMS (National Inter-agency management system) 700 & 800 within one year.

### H. Additional desirable qualifications

- Ambulance Drivers License.
- Prior experience in the medical field, ambulance operations, and or firefighter.

### I. Probation period

- Personnel upon entering this position shall be on one-year probation and may be released from said duties without notice during this period.

**DATE APPROVED:** \_\_\_\_\_

**DATE APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

Todd Fenk, President  
South Lake County Fire Volunteer  
Firefighters Association Inc.

**SIGNED:** \_\_\_\_\_

Jim Comisky, President  
Board of Directors  
South Lake County Fire Protection District



**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

**DATE:** January 16, 2020  
**TO:** Board of Directors  
**FROM:** Gloria Fong  
Staff Services Analyst  
**SUBJECT:** Election of Board Officers for Calendar Year 2020

As per attached policy, the officers are elected at the first board meeting of the calendar year. In past years the board chose to nominate the vice president as president and another member as vice president. The board may choose to do the same or make different nominations.

In addition, I'd like to make the Board aware that the president chosen to preside over the meetings for the calendar year will be soliciting members to serve on committees as he or she so deems at the February meeting.

For easy reference, a one page board meeting calendar is also attached. Please note that meeting dates may be changed from time to time but require the action of the Board at a prior meeting.

Attachments

**SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT**  
**Policy Handbook**

**POLICY TITLE: Officers of the Board of Directors**  
**POLICY NUMBER: 4040**

**4040.10** At the annual January meeting of the Board, or at such date and time as the Board determines, it shall elect a President and a Vice President from the members, and such other officers as it may deem necessary.

**4040.11** The President and the Vice President shall hold their respective offices until the following January and until their successors are elected or appointed. They shall perform such duties as the Board may prescribe.

**4040.12** The President shall appoint with the approval of the Board a Vice-President should the elected Vice President vacate his/her position for any reason. This will take place at the regular meeting immediately following the vacancy.

**4040.13** The Board shall appoint a Clerk who shall perform duties assigned and directed by the Board and Section 4040.40.

**4040.20 DUTIES OF THE PRESIDENT**

**4040.21** The President shall preside at all meetings of the Board. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions. When introducing a motion, the President must vacate his/her chair, but may second a motion without vacating. A majority vote of the members of the Board is required for approval on each action taken and the vote shall be recorded as to the vote of each member of the Board.

**4040.22** The President must keep the meeting discussions aimed at agenda issues, and move the Board along toward decisions and shall be guided by Robert's Rules of Order. However, Robert's Rules of Order is amended to allow discussions of an agenda item by the members of the Board prior to a motion being made on an agenda item.

**4040.23** The President shall exercise general supervision over the business, papers, and property of the Board, and shall execute all formal documents on behalf of the Board. The same to be attested by the Clerk.

**4040.24** The President represents the full Board in public announcements or utterances, and shall speak on behalf of the Board only in support of the decisions of the full Board, unless authority is delegated.

**4040.25** The President is the Board member who has primary contact with the Fire Chief. The President shall work closely with the Fire Chief and Clerk in preparing the Board agenda. Since the Brown Act closely controls what can be discussed and acted upon in a meeting, the preparation of an agenda is vital.

**4040.30 DUTIES OF THE VICE PRESIDENT**

**4040.31** The Vice President shall preside, in the absence of the President, over all meetings of the Board. When the President is disabled or has vacated his/her chair, all duties of his/her office or as a member of any committee shall temporarily devolve upon the Vice President.

**4040.32** If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

**4040.40 DUTIES OF THE CLERK**

**4040.41** The Clerk shall perform the duties required by law and all duties devolving upon such office, and shall keep a true and complete record of the proceedings of the Board and shall have charge of all the books, documents and papers which properly belong to that office.

**4040.42** The Clerk is authorized by the Board of Directors to attend the closed sessions of the South Lake County Fire Protection District to record the minutes. *(Ref: Res. No. 2008-07 12-19-07)*

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**SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT**  
**Policy Handbook**

**POLICY TITLE: Committees of the Board of Directors**  
**POLICY NUMBER: 4060**

- 4060.10** The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.
- 4060.20** The following shall be standing committees of the Board:
- 4060.21** Equipment and Facilities Committee, assigned to review functions, activities, and/or operations pertaining to the operation and maintenance of Fire District equipment and facilities;
  - 4060.22** Policy Review Committee, assigned to review functions, activities, and/or operations pertaining to Fire District policies.
- 4060.30** The Board President shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's regular meeting in February.
- 4060.31** All Committees shall consist of a maximum of two members of the Board, and any other persons as deemed necessary and desirable, and will present reports and recommendations on their work to the full Board at regular meetings.
  - 4060.32** The first member named on the committee shall be the Chairperson thereof.
  - 4060.33** The Chairperson of the committee shall call a meeting at such time and place, as he/she may deem proper whenever there is any business requiring the attention of the committee.
  - 4060.34** Recommendations resulting from said review should be submitted to the Board via a written or oral report.

\*\*\*

# SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT Board Meeting Calendar 2020

BOARD MTG    WEEKEND    HOLIDAY (OBSERVED)

JANUARY 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JULY 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

NOVEMBER 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

FEBRUARY 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JUNE 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

AUGUST 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

OCTOBER 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DECEMBER 2020						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		





**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., December 17, 2019, Middletown Fire Station**

**NON-TIMED ITEMS**

**A. OPEN MEETING:**

- A1. *President Hoberg called meeting to order at 7:01 p.m.*
- A2. *Battalion Chief Wink led pledge of allegiance.*
- A3. *Present: Directors Rob Bostock, Madelyn Martinelli, and Jim Comisky, Vice President Reg Garcia, and President Devin Hoberg. Also present: Battalion Chief Mike Wink Board Clerk Gloria Fong.*
- A4. **COMISKY/BOSTOCK MOTION** to approve agenda. **AYES:** Garcia, Martinelli, Comisky, Bostock, Hoberg. **NOES:** None. **MOTION CARRIED.**

**B. CITIZENS' INPUT:** None.

**C. COMMUNICATIONS:**

**C1. Reports:**

**C1.1. Fire Sirens**

*Fire Siren Nancy Williams reports:*

- *Blood Drive was successful with 55 donors, all receiving delicious barbeque served by volunteers and side dishes prepared by the Fire Sirens.*
- *There is \$50,000 available and they have a new wish list in hand.*
- *They're appreciative for all the improvements to the thrift shop.*

**C1.2. SL Fire Safe Council**

*Battalion Chief Wink reports on behalf of their group that they have submitted grant application for emergency planning, mapping, and fuels reductions.*

**C1.3. Volunteer Firefighters' Association**

*Association President Todd Fenk reports:*

- *The Association was thrilled with supporting the Blood Drive and thanked firefighters for response to of the donors, their member who fainted after giving blood*
- *They have funds raising over last couple of years through yearly fund raiser dinner and are excited to contribute to getting the Type 6.*
- *Currently working with Rotary on fire extinguisher, smoke detector for elderly who cannot afford, have donated funds to purchase extinguisher and smoke detectors to try to reach 100 units to install them.*
- *Have recruits doing swift water rescue. Five new recruits with one still waiting to pass physical and move on the academy starting January.*

- *The candy cane run was held three nights and at Christmas to Middletown. Kudos to the Association.*

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

##### *Battalion Chief Wink reports*

- *Training items to be held: fire control three structural firefighting operations in March due to local developer in Valley Oaks donating a residence; lower angle rope rescue and Rescue Systems 1, an OES obligation, with goal to send 10 and if there isn't attendance look at sending fewer; snow cat either February or March for industry certified training; water rescue training sending 10 of PCF and staff because have 10 sets, which is a continuation of the gear received after the Valley fire; hosting in March and April Colusa wildland academy.*
- *Two new medics starting this month to work at getting minimum staffing in line.*
- *ISO rating has been done recently, improving our score. Biggest deficiencies is waiting for data from water companies. Points gained for having online data training and able to quantify number of training hours.*
- *Working with vendors to receive through three bids for Type 6.*
- *Station 64 remodel taken painting part project by one of PCFs. Contractors will return after painting. Flooring purchase from Kelseyville was returned as it was not durable with more durable purchase for same amount from Home Depot.*

#### C1.5. Financial Report

*Gloria reports year to date expenditures total approximately \$450,000. Less the Cal Fire expenditure, this is approximately half the \$1.2 operating budget, which is where expenditure totals this time of the year.*

#### C2. Directors' Activity and Committee Report

*Director Garcia reports he and Bostock discussed staffing recommendation.*

*Director Bostock reports the Revenue committee provided budget to Twin Pine Casino for review.*

*Director Martinelli expressed appreciation for receipt of Lake County Wine Alliance \$12,000 donation and reports she heard NCO held CERT classes, CAC received \$200, grant for economic development and putting together committee to prepare economic strategy.*

*Director Comisky apologized for having missed last meeting to meet with Senator McGuire regarding siren Battalion Chief's reported in prior meetings. There is Senate Bill being prepared for standardization of getting NOAA repeater on St Helena. He encouraged directors to attend FDAC annual conference, April 1<sup>st</sup> through 3<sup>rd</sup>.*

*Director Hoberg reports his activity was donating blood.*

#### **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.

*When developer held meeting with final candidate, the final version of additional compensation they will be paying, rather than weave into MOU is added as an appendix, or exhibit. The dollar amount went from \$109 to \$140 which they will pay monthly or quarterly of actuals, is written as is and if actual is less, will be invoiced for less.*

*After some discussion with the agreement, item is tabled and agreement be returned after addressing it for wordsmith, the years or term, clauses for continuation, bench marks should person go out on leave or coverage, removal of casino tribal lands language. Director Garcia offered his assistance in wordsmithing.*

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

*This is concept to see if Board sees same value and to allow Battalion Chief Wink to start process with Headquarters for next renewal term, July 1, 2020, and have built into contract for the change from one fire captain and one fire captain/paramedics to through attrition on fire captain and three fire captain/paramedics.*

**BOSTOCK/ MARTINELLI MOTION** to approve D2. AYES: Garcia, Comisky, Martinelli, Bostock, Hoberg. NOES: None. **MOTION CARRIED.**

- 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.

*Item tabled for Association President Fenk to return with job description / position statement.*

E. CONSENT CALENDAR:

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

E2. Warrants presented:

E2.1. December warrants

E2.2. November warrants – corrected

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

- F. **COMISKY/BOSTOCK MOTION** to adjourn the meeting at 8:07 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 - 01/21/20

Voucher No.	Vendor Name	Merchant Vendor Name	Invoice	Invoice Description	Req No / Descr 2	Inv Total	Voucher Amt
9961	SOUTH LAKE COUNTY VOL FF ASSOCIATION		REC 1046 18769	ADDRESS SIGN 18769	REIMB CC PMT	25.00	25.00
9962	AT&T		14168821	TELEPHONE SERVICE ME 01/12/20		294.17	294.17
9963	CALLAYOMI CO WATER DISTRICT		81 12/31/19	WATER ME 12/31/19		33.41	33.41
9964	COBB AREA CO WATER DISTRICT		185 12/23/2019	WATER ME 12/23/19		120.76	120.76
9965	DEPARTMENT OF FORESTRY AND FIRE PROT		1256252 1256252	1ST QTR (JUL-SEP 2019) 17510 1ST QTR (JUL-SEP 2019) 17500		1,028.03 615,200.95	616,228.98
9966	JIM COMISKY		COMISKY 11012019 COMISKY 11012019	REIMB FDAC LEADERSHIP COI & SENATOR MCGUIRE MTG REIMB FDAC LEADERSHIP COI & SENATOR MCGUIRE MTG		171.74	171.74
9967	LAKE COUNTY FIRE CHIEFS ASSOCIATION		JANUARY 2020 JANUARY 2020	DUES NARCOTICS		2,000.00	2,000.00
9968	LAKE COUNTY SPECIAL DISTRICTS		2202596 02/15/20	SEWER ME 02/15/20		32.60	32.60
9969	LIFE ASSIST INC		966986	EMS SUPPLIES		558.65	558.65
9970	NORTH COAST EMS		2019 QTR 3 (54)	IMAGETREND USAGE 07/01-09/30/19		108.00	108.00
9971	OCCU-MED LTD		1219858	PHYSICAL FOR NEW RECRUIT (3)		313.35	313.35
9972	PG&E		69913707415 1222	ELECTRIC CHGS ME 12/22/19		2,307.69	2,307.69
9973	RESOLVE INSURANCE SYSTEMS		DECEMBER2019	AMBULANCE BILLING - DECEMBER		795.25	795.25
9974	ARBA		FEB 2020 010220	GROUP LIFE CM FEB 2020 FOR PCFS		149.76	149.76
9975	U.S.BANK	REDWOOD COAST FUELS STERICYCLE INC	2109725 3004966931	KEROSENE BULK/DYED RED MEDICAL WASTE DISP ME 01/31/20		600.54 87.05	8,631.06

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 01/21/20

Voucher No.	Vendor Name	Merchant Vendor Name	Invoice	Invoice Description	Req No / Descr 2	Inv Total	Voucher Amt
		ICE WATER CO	49807	BOTTLED WATER - HYDRATION FOR STA		6.25	
		ICE WATER CO	49806	BOTTLED WATER - HYDRATION FOR STA		13.25	
		HIDDEN VALLEY LAKE CSD	50050000 123119	WATER/SEWER ME 12/31/19		123.20	
		AMAZON	5638633	FUEL 60, 63 PORTABLE EQT		211.94	
		ROTO-ROOTER OF LAKE COUNTY	59663A	STATION MAINTENANCE 63		367.57	
		S&W HEALTHCARE CORP	252349	EMS SUPPLIES		324.46	
		MEDIACOM	30128147 011620	INTERNET SVC ME 01/16/20		58.68	
		MEDIACOM	30165883 012620	INTERNET SVC ME 01/26/20		116.44	
		MEDIACOM	30173705 012620	INTERNET SVC ME 01/26/20		46.79	
		HARDESTERS	438408	STATION MAINTENANCE		5.89	
		HARDESTERS	441239	STATION MAINTENANCE		29.74	
		HARDESTERS	441349	STATION MAINTENANCE		72.89	
		HARDESTERS	442279	STATION MAINTENANCE		209.04	
		HARDESTERS	442489	STATION MAINTENANCE 64		122.22	
		ARMED FORCE PEST CONTROL	39147	PEST CONTROL SVC (RODENTS)		20	
		CAMPOS CASUALS	5151	NEW RECRUIT WILDLAND BOOTS		300	
		CAMPOS CASUALS	5152	NEW RECRUIT WILDLAND BOOTS		278.39	
		CAMPOS CASUALS	5200	NEW RECRUIT WILDLAND BOOTS		288.18	
		SOUTH LAKE REFUSE	02-116796 123119	REFUSE/RECYCLE COLL SVC ME 123119		66.07	
		SOUTH LAKE REFUSE	02-152940 123119	REFUSE/RECYCLE COLL SVC ME 123119		82.07	
		SOUTH LAKE REFUSE	02-601722 123119	REFUSE/RECYCLE COLL SVC ME 123119		57.65	
		MATHESON TRI-GAS INC	20953523	MEDICAL OXYGEN RENTAL ME 12/31/19		30.22	
		LEES SPORTING GOODS	616727	TSHIRTS, HOODIES, HATS FOR PCFS		4,078.40	
		NAPA VALLEY MARRIOTT	70807908	HOTEL FOR FDAC - ANNUAL CONF.		756.83	
		VERIZON WIRELESS	9845124041	CELLULAR SVC ME 01/26/20		268.25	
		US POSTAL SERVICE	TRANS #077	POSTAGE		9.05	
9976	US BANK	NAPA AUTO PARTS	822976	SNOWCAT 6211 LIGHTS FRONT AND REAR		273.03	1,384.02
		EBAY	14-04189-59579	SNOW PLOW PART		32.24	
		DC CUSTOMS, INC	188385	SNOWCAT 6211 REPAIR ROOF LEAK		1,078.75	
						TOTAL	633,154.44

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 12/17/19

Voucher No.	Vendor Name	Merchant Vendor Name	Invoice	Invoice Description	Req No / Descr 2	Invoice Amt	Voucher Amt
9941	U.S.BANK	SOUTH LAKE REFUSE	02-116796 113019	REFUSE/RECYCLE COLL		66.07	35,701.42
		SOUTH LAKE REFUSE	02-152940 113019	REFUSE/RECYCLE COLL		82.07	
		SOUTH LAKE REFUSE	02-601722 113019	REFUSE/RECYCLE COLL		57.65	
		FAILSAFE TESTING LLC	10645	ANNUAL LADDER TESTIN		1,517.60	
		FERRELLGAS	1108789474	PROPANE FILL 11/11/19		141.23	
		FERRELLGAS	1108956421	PROPANE FILL 11/20/19		465.68	
		FERRELLGAS	1109257597	PROPANE FILL 12/09/19		694.62	
		FERRELLGAS	1109486352	PROPANE FILL 12/04/19		185.39	
		US POSTAL SERVICE	117282352	CERTIFIED RETURN REC		7.90	
		CAMLOCK DIRECT	125334	NATIONAL HOSE CONNEC		765.60	
		MYERS-STEVENSON & TOOHEY & CO., INC.	1329502	INJURY/ILLNESS INCOME FOR PCFS		2,729.00	
		MIDDLETOWN COPY & PRINT	1483	LAW ENFORCEMENT REFERENCE GUIDE	CAL FIRE TO REIMB	1,716.00	
		CAMPOS CASUALS	1626	WILDLAND BOOTS - HILDEBRAND		288.18	576.36
		CAMPOS CASUALS	1627	WILDLAND BOOTS - VARGAS		288.18	
		DUMMIES UNLIMITED INC	19-10557	DUMMIES FOR NAPA CO TRNG GROUNDS	TRAINING BUREAU FUNDS	2,860.79	
		HARDESTERS	191590	FLUORESCENT LAMP		10.71	
		HARDESTERS		FLUORESCENT LAMP (5)		48.21	
		HARDESTERS		PIPE STRAP, CAULKGUN & FASTENERS		19.69	
		HARDESTERS		ROOF PROP MAINTENANCE		126.24	
		HARDESTERS		PAINT INTERIOR		102.66	
		HARDESTERS		ROOF PROP MAINTENANCE		93.03	
		HARDESTERS		ROOF PROP MAINTENANCE		59.82	
		HARDESTERS		ROOF PROP MAINTENANCE		40.73	
		HARDESTERS		CHIEF'S MEETING MEALS		119.80	
		HARDESTERS		30W30 MOTOR OIL		6.00	
		HARDESTERS		TRAINING GROUNDS		72.20	
		HARDESTERS		E6221 REPAIR		22.30	
		MATHESON TRI-GAS INC	20793842	MEDICAL OXYGEN RENTA 11/30/19		29.45	
		RAINBOW AMERICA'S COUNTRY STORE	214/5	WEED EATERS (4)		1,297.06	
		RAINBOW AMERICA'S COUNTRY STORE	22390/2	CHAINSAWS	PO 20001 2019 FIRE SIREN WL #	3,979.82	
		US POSTAL SERVICE	224735172	CERTIFIED RETURN REC		7.60	
		STERICYCLE INC	3004896178	MEDICAL WASTE DISP ME 11/11/19		83.38	
		STERICYCLE INC	3004930679	MEDICAL WASTE DISP ME 12/09/19		83.38	
		STERICYCLE INC	3004934710	MEDICAL WASTE REMOVA 12/16/19		0.37	
		MEDIACOM	30128147 121619	INTERNET SVC ME 12/17/19		67.64	
		MEDIACOM	30165883 122619	INTERNET SVC ME 12/27/19		77.64	
		MEDIACOM	30173705 122619	INTERNET SVC ME 12/27/19		57.99	
		WEIDNERS WELDING	346634	FS BLDG FRONT & BACK DOOR INSTL		2,966.80	
		CMC RESCUE	356253	ROPE RESCUE GEAR	PO 20001 2019 FIRE SIREN WL #	5,788.13	
		ARMED FORCE PEST CONTROL	38368	PEST SERVICE 12/03/19		90.00	
		ICE WATER CO	47965	HYDRATION FOR STATIONS		31.25	
		ICE WATER CO	49160	HYDRATION FOR STATIONS		18.75	
		ICE WATER CO	49161	HYDRATION FOR STATIONS		12.50	
		HIDDEN VALLEY LAKE CSD	50050000 112719	WATER/SEWER ME 11/27/19		119.88	
		CHEVRON	5470653	STATION MAINTENANCE		54.19	
		ROTO-ROOTER OF LAKE COUNTY	58968A	TURNOUT WASHER DRAIN REPAIR		220.06	
		ROTO-ROOTER OF LAKE COUNTY	59088A	FS BLDG: WASHER, SEWER LINE REPAIR		2,531.91	
		ROTO-ROOTER OF LAKE COUNTY	59306A	UNPLUG TURNOUT WASHER DRAIN		1,870.12	

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 12/17/19

Voucher No.	Vendor Name	Merchant Vendor Name	Invoice	Invoice Description	Req No / Descr 2	Invoice Amt	Voucher Amt
		LCW COMPUTER REPAIR	7629	WEB HOSTING / DOMAIN		162.00	
		LCW COMPUTER REPAIR	7674	WEBSITE EDITING		93.75	
		HOME DEPOT	84080001197094	STATION MAINTENANCE		868.82	
		STAR GARDENS	862196	LANDSCAPE MATERIAL		197.98	
		AIR EXCHANGE	91600875	PLYMOVENT SERVICING		437.50	
		BOBS VACUUM	93336	CLEANING SUPPLIES		8.53	
		BOBS VACUUM	93386	CLEANING SUPPLIES		86.34	
		BOBS VACUUM	94097	CLEANING SUPPLIES		242.26	
		VERIZON WIRELESS	9843045739	CELLULAR SVC ME 12/226/19		268.25	
		HIDDEN VALLEY AUTO BODY	ARD00224417	DOOR REPAIR E6011		953.38	
		RANEY'S TRUCK PARTS	ORD #465969	HEADLIGHT UPGRADE TO WT6011		407.34	
9942	US BANK	HARDESTERS	03-96274	CHIEF'S MEETING MEALS 11/20/19		15.72	97.24
		TRACTOR SUPPLY CO	57389	GENERATOR MAINTENANCE		81.52	
9943	JOHANNA LEUZINGER		12/17/19 4464016	REIMB PHYSICAL		135.00	135.00
9944	JONATHAN HOAG		326335 111019	REIMB PARAMEDIC LICENSE RENEWAL		200.00	200.00
9945	ARBA		JAN 2020 120219	GROUP LIFE JAN 2020		199.68	199.68
9946	AT&T		14026640	TELEPHONE SERVICE ME 12/13/19		289.02	289.02
9947	CALLAYOMI CO WATER DISTRICT		369 11/29/19	FIRE LINE ME 11/29/19		46.10	653.97
			80 11/29/19	WATER ME 11/29/19		558.32	
			81 11/29/19	WATER ME 11/29/19		49.55	
9948	COUNTY OF LAKE SOLID WASTE		04-00383058	REFUSE REMOVAL 11/20/19		47.92	47.92
9949	DENNIS MAHONEY		101	PLANTING, IRRIGATION		200.00	200.00
9950	DEPARTMENT OF HEALTH CARE SERVICES		GEM0120D90S	QAF Q3 ENDING 09/30/19		2,945.91	2,945.91
9951	VOUCHER VOIDED					0.00	0.00
9952	LAKE COUNTY EMPLOYEES' ASSN		HORST JAN 2020	OPEB JAN 2020		31.64	31.64
9953	LIFE ASSIST INC		956588	EMS SUPPLIES		921.14	3,779.08
			956652	EMS SUPPLIES		69.50	
			960118	EMS SUPPLIES		1,603.18	
			961697	EMS SUPPLIES		838.83	
			961858	EMS SUPPLIES		346.43	
9954	LOCH LOMOND MUTUAL WATER		31 11/19/19	WATER ME 11/19/19 - CORRECT AMT		-90.00	5.00
				WATER ME 11/19/19		95.00	
9955	MERRILL ARNONE & JONES LLP		1119068	LEGAL SVC PE 11/30/19		270.00	270.00

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT  
WARRANTS - 12/17/19

Voucher No.	Vendor Name	Merchant Vendor Name	Invoice	Invoice Description	Req No / Descr 2	Invoice Amt	Voucher Amt
9956	NOR-CAL TELECOM		1576 1577	MOUNT & INSTALL REPL 911 PHONES MOUNT & INSTALL REPL 911 PHONES		1,073.30 983.30	2,056.60
9957	OPERATING ENGINEERS		HORST JAN 2020	OPEB JAN 2020		1,497.00	1,497.00
9958	PG&E		69913707415 1120	ELECTRIC CHGS ME 11/21/19		552.80	552.80
9959	STATE OF CALIFORNIA		P192002X93010	RADIO MAINTENANCE		302.00	302.00
9960	WITTMAN ENTERPRISES		1909043 1910043	AMBULANCE BILLING SEPTEMBER AMBULANCE BILLING OCTOBER		936.84 2,354.94	3,291.78
						TOTAL	52,832.42



**COUNTY OF LAKE  
OFFICE OF THE AUDITOR-CONTROLLER**

COUNTY OF LAKE

**BUDGET TRANSFER**

Fiscal Year: 2019-20

Budget Title: <u>South Lake County Fire Protection District</u>	Budget Transfer # <u>B</u> (Auditor's Office Completes this section)
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**TRANSFER FROM:**

**TRANSFER TO:**

From: Fund <u>357</u> Dept <u>9557</u>	To: Fund <u>357</u> Dept <u>9557</u>	
(000) (0000)	(000) (0000)	
<u>Account</u> (000.00-00)	<u>Account Title</u>	<u>Amount</u>
<u>795.23-80</u>	<u>Prof &amp; Specialized Svc</u>	<u>\$10000</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

***Department's justification & explanation of why transfer is necessary:***

Cover unanticipated expenditure in Loch Lomond station maintenance

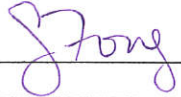
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Authorized Department Signature:  Date: 12/19/19

APPROVED                       DENIED

\_\_\_\_\_  
CHAIRPERSON, DISTRICT                      DATE

Auditor-Controller Use Only

Date \_\_\_\_\_ JE# \_\_\_\_\_ By: \_\_\_\_\_