

# **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

#### NOTICE OF A BOARD OF DIRECTORS REGULAR MEETING Tuesday, August 20, 2024 at 7:00 p.m. Located at the Middletown Fire Station Board Room, 21095 Highway 175, Middletown, CA 95461

Notice is Hereby Given, pursuant to California Government Code Section 54956, that

the	Chairperson of South Lake County Fire Protection District Board of Directors, Sta alifornia has called a regular meeting of said Board of Directors.					
Th	regular meeting is for the purpose of discussing the following items:					
1.	Call to Order:					
2.	Pledge of Allegiance:					
3.	Roll Call:					
4.	Notion to approve agenda:					
	MOVEDSECONDEDYESNO ABSTAIN					
5.	Citizens' Input: Any person may speak for three (3) minutes about any subject concern provided it is within the jurisdiction of the Board of Directors and is not alread in the today's agenda. Total period is not to exceed fifteen (15) minutes, unlest extended at the discretion of the Board.	yk				
6.	Communications:					
	a. Fire Sirens					
	s.b. Fire Safe Council					
	c.c. Volunteer Association					
	i.d. Chief's Report					
	s.e. Finance Report					
	f.f. Directors' activities report					
7.	Regular Items:					
	'.a. Consider and approve Resolution No. 2024-25-02, A Resolution Adopting Budg for Fiscal Year 2024-25. Placed on the agenda by Staff Services Analyst (SS/ Gloria Fong.					
	MOVEDSECONDEDYESNOABSTAIN					
	7.b. Consider and approve Resolution No. 2024-25-03, A Resolution Certifying and Requesting County of Lake Collect Special Tax (Direct Assessments) on the 2024-2025. Placed on the agenda by SSA Gloria Fong.					
	MOVEDSECONDEDYESNO ABSTAIN					

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Meeting ID: 857 9461 6260

	7.c. Consider and approve Napa County Professional Services Agreement (replace previously negotiated agreement). Placed on the agenda by Chief Matt Ryan.							
		MOVED	SECONDED		YES	_NO	ABSTAIN	
	7.d	. Consider and appro Public Funds & resc authorize chief to ex	ind July Volunta	ary Rate Rang	ge Progr	am agre	ement item and	
		MOVED	SECONDED		YES	_NO	ABSTAIN	
	7.e	.Consider and appro Sonoma Lake Napa	•					
		MOVED	SECONDED		YES	_NO	ABSTAIN	
	7.f.	Consider and approfor special election for the agenda by Pr	or purpose of e	stablishing a r		_	•	
		MOVED	SECONDED		YES	_NO	ABSTAIN	
8.	rou with	nsent Calendar Items tine and non-controv nout discussion. Any consent calendar for	versial. They w v Board membe	rill be acted ι er may reques	ipon by	the Bo	ard at one time	
	8.a	. July 16, 2024 - Regu	ular Meeting Mi	nutes				
	8.b	. Warrants – August						
9.	Mo	tion to Adjourn Meeti	ng:					
Ро	Posted August 16, 2024 by Gloria Fong, Clerk to the Board of Directors							
in '	A request for disability-related modification or accommodation necessary to participate in the Board of Directors' Meeting should be made by emailing <a href="mailto:boardclerk@southlakecountyfire.org">boardclerk@southlakecountyfire.org</a> at least 48 hours prior to the meeting.							
	Please join the meeting from your computer, tablet, or smartphone. <a href="https://us02web.zoom.us/j/85794616260">https://us02web.zoom.us/j/85794616260</a>							

Comments are allowed before any action is taken by the Board on each item. Comments may be made remotely by emailing <a href="mailto:boardclerk@southlakecountyfire.org">boardclerk@southlakecountyfire.org</a>, via ZOOM videoconference, or phone application.

You can also dial in using your phone: +1 (669) 900-6833 US (San Jose)

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# Chief Report 8/16/2024

#### **North Division Operations:**

All equipment is staffed at our Peak Staffing level. We continue to hire several local government engines to cover behind resources out-of-unit, including Engine 6031, which is staffed with PCFs.

The Ridge Fire reached 2,600 acres on the Lake/Colusa County border. Resources successfully stopped that incident, but it took several days to contain. Konocti Camp served as the Base Camp, feeding nearly 1,000 personnel at the peak of the incident.

#### **Camp Operations:**

Crews are busy with fire operations and remain committed out of the county. We are staffed with 7 qualified Fire Captains, 2 of whom are in training. In addition to fireline assignments, we have staff assigned as overhead, functioning in several roles throughout the state.

#### **South Lake Operations:**

I'm very excited to announce that the District was successful in the Assistance to Firefighters Grant process. This means that the 2 new engines we ordered nearly 18 months ago will be significantly funded by the grant. The grant awards nearly a million dollars for the purchase. We have applied for 8 years in a row, and this year we were successful. Special thank you to Chief Wink who continued to pursue this opportunity.

New GMC Utilities are awaiting some final radio work (shipping delays) and the last bit of numbering and stickering.

With the stickering of the new Utilities, the striping/lettering person will be updating some other fleet numbers to coincide with vehicle movement.

There is no change in the GovDeals trajectory for the used Dodge and Cardiac Monitors.

Staff is actively shopping for a tractor to be purchased under the CLERC grant.

The architect and their team are meeting this week to discuss the Hidden Valley Station remodel. There are several steps in this process, but we are still finalizing the plan package for the County and going out to bid for the contractor.

With the commitment of PCF staff in the Unit behind CALFIRE resources and active local incidents, we had to decline 2 assignments for OES Engine 359.

Also due to incident activity, on the 15<sup>th</sup> of August, we opened our yearly 'Operation Force Multiplier' distribution to applications. We will handle the distribution at Station 60 on the 24<sup>th</sup> of August. As always, we will provide training to those who need it before handing them a tool. A request this year is that if folks have already received an extinguisher, they may sign up. However, we will prioritize a new sign-up over a resident who already has one. Additionally, if an elderly resident cannot lift the larger extinguisher, we will provide a smaller one that they can operate.

Our support staff is accustomed to working quietly behind the scenes. However, I would like to acknowledge Gloria and Karin for their help with some special projects. Gloria was a huge help with purchasing and procurement on several local fires, and Karin has taken on the website to switch over to a new format. It truly is a 'many hands make light work' situation.



### **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:** August 16, 2024

**TO:** Board of Directors

**FROM:** Gloria Fong

Staff Services Analyst

**SUBJECT:** Resolution No. 2024-25-02, A Resolution Adopting Budget for Fiscal Year 2024-

25

Subject resolution for budget appropriation totaling \$6,576,663 is attached for Board's consideration and approval.

FY 2024-25 are adjusted as follows (accounts detailed pages three and four of four-page memorandum transmittal to the county and displayed in variance column on two-page version for comparison to prior two FY:

#### Expenditures

- 795.01-12 Salaries & Wages-Temporary more active volunteers/paid call firefighters and is increased.
- 795.02-21 FICA/Medicare-Emplyr Share increase based on total salaries & wages amount
- 795.03-31 Unemployment Insurance decrease based on total salaries & wages amount
- 795.15-10 Insurance-Other increase due to commercial package renewal policy cost. Yes, this amounts to an increase of over 50%. Lincoln Leavitt worked diligently to secure policy coverage after receiving non-renewal notice. The majority of the increase is in the property coverage, due to high wildfire exposure and high flood exposure. They did market the account to several other carriers and due to the insurance situation right now and the high fire risk locations, they were all declined. They even quoted California Fair Plan for the buildings and it would have been an even higher premium.
- 795.19-40 Medical Expense increase due to increased costs in medical supplies
- 795.23-80 Professional, Specialized Svc increase for recently signed architectural agreement with Archilogix.
- 795.28-48 Ambulance Expense increase by Ground Emergency Medical Transport (GEMT) amount transferred in July
- 795.90-90 Contingencies increase due to fund balance carryover

#### Revenues

- 411.10-10 Current Secured increase to be closer in line to FY 2023-24 actual. Note that the property taxes total does not include supplemental taxes as these vary from year to year and account 411.10-10 will be offset by its increase depending on the amount.
- 441.42-01 Revenue from Use of Money increase based on three-year average. FY 2023-24 is extremely higher than in past years. Answer from County on 2/21/23 when asked "Interest is paid to funds maintained by the Treasurer-Tax Collector (TTC) based on the Treasurer's investments and available cash in the funds associated with interest at the time of those investments. Furthermore, interest apportionment calculations were not being processed timely by the then TTC. Over the past few years there have been occurrences where an interest apportionment were not processed quarterly and as a result the following quarters interest apportionment would cover multiple quarters."
- 465.68-60 Institutional Care & Services increase based average of past three fiscal years. Note this total doesn't include intergovernmental transfer (IGT) voluntary rate range program (item on tonight's agenda)
- Increase to various reserves (totaling \$405,179): to decreased reserves from last fiscal year, equipment return from equipment rental during fires, return of IGT-GEMT program's quarterly contributions last fiscal year.

#### Attachment:

Resolution

4-page memorandum transmittal to County

2-page comparison to prior two fiscal year

10-page memorandum transmittal to County – recommended budget

Fiscal year 2023-24 final (10-pages titled Cost Accounting Management System forms)

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# BOARD OF DIRECTORS, SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT COUNTY OF LAKE, STATE OF CALIFORNIA

#### RESOLUTION NO. 2024-25 <u>02</u>

#### A RESOLUTION ADOPTING BUDGET FOR FISCAL YEAR 2024-2025

**WHEREAS**, the recommended budget of the South Lake County Fire Protection District has been prepared and available for public review with notice published specifying the time and place of the hearing for the purpose of adopting the Fiscal Year 2024-2025 Budget; and

**WHEREAS**, the Board of Directors held public hearing for discussion and consideration of Fiscal Year 2024-2025 Final Budget; and

**NOW, THEREFORE,** the Board of Directors hereby resolves and directs:

1) The budget, as increased, modified and revised during the public hearing is hereby adopted as the Fiscal Year 2024-2025 Budget for South Lake County Fire Protection District, and includes appropriations for each of the object of the expenditures listed in the Budget as amended by the Board of Directors during public hearing and a memorandum of adopted budget delivered to the County of Lake Auditor-Controller's Office

2) The Fiscal Year 2024-2025 Budget Appropriations are summarized as follows:

Salaries and Benefits:	278,118
Services and Supplies:	5,655,457
Other:	210
Fixed Assets:	0
Contingencies	237,699
Reserves Increase	405,179
TOTAL	6 576 663

#### **BE IT FURTHER RESOLVED** that the Board of Directors:

- 1) Designates Fire Chief and Secretary / Bookkeeper / Staff Services Analyst, as having authority to approve budget transfers except from fixed assets or contingencies, pursuant to Government Code Section 29125 (b).
- 2) Designates Fire Chief and Secretary / Bookkeeper / Staff Services Analyst, as having authority to approve Inter-Fund Transfers.
  - 3) Requires the number of two Board of Director signatures on all checks drawn.
- 4) Authorizes County of Lake Auditor-Controller's Office to adjust general reserve designations account 357-0000-391.01-00

**THIS RESOLUTION** was introduced and adopted by the Board of Directors of the South Lake County Fire Protection District at a regular meeting held on the <u>20<sup>th</sup></u> day of <u>August</u>, 2024, by the following vote:

AYES	•
NOES	

ABSENT OR NOT VOTING:

50 BY: SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
JIM COMISKY, President, Board of Directors

ATTEST: Gloria Fong, Clerk to the Board of Directors

#### COUNTY OF LAKE

**MEMORANDUM** TO: Jenavive Herrington Auditor-Controller FROM: South Lake County Fire Protection District Fund No: 357 SUBJECT: ADOPTED BUDGET FISCAL YEAR 2024-2025 Budget Unit: DATE: 8/20/2024 The Board of Directors of the South Lake County Fire Protection District District DID 8/20/2024 approve, during their public meeting on , the following for ADOPTED BUDGET and for ADOPTED RESERVES/DESIGNATIONS for fiscal year 2024-2025. Authorize Auditor-Controller to adjust Reserves/Designations as necessary: NO TOTAL FINANCING USES: Total Appropriation for Budget Expenditures: (A) 6,171,484 (Detail by Category on Pg. 2) Increase to Reserves/Designations: 405,179 (Detail on Pg. 2) 6,576,663 Total Uses: **TOTAL FINANCING SOURCES:** Total Fund Balance Available as of: 6/30/2024 2,042,271 Total Anticipated Revenues: 4,534,392 (Detail on Pg. 10) 0 Decrease to Reserves/Designations: (B) (Detail on Pg. 2) 6,576,663 Total Sources: Variance: 6,576,663 Total ADOPTED requirements for Fiscal Year 24/25 **Authorized Signature** (Chairperson of the Board ONLY) Date

For additional Budget information please contact:

Danielle Dizon
Supervising Accountant-Auditor

Anna Hollman Accountant-Auditor

<u>OR</u>

#### ADOPTED BUDGET

#### Budget Summary Worksheet - ADOPTED 2024-25

(Note: Category totals on this form <u>must</u> agree with category totals of budget submission. Use amounts from Recommended +/- changes made on Adopted - <u>District's responsibility</u>).

Total Salaries & Employee Benefits (01-11 THRU 04-00)	278,118
Total Service & Supplies (10-00 THRU 38-00)	5,655,457
Total Other (42-10 THRU 48-00)	210
Total Fixed Assets (60-00 THRU 63-13)	0
Sub-Total	5,933,785
Total Contingencies	237,699
TOTAL APPROPRIATION FOR BUDGET EXPENDITURES	6,171,484

Increases or Decreases to Reserves/Designations - ADOPTED 2024-25								
		(B)	(B)					
	Balance as of	Increase	Decrease	Total Budger Yr				
Description	6/30/24	Amount	Amount (enter as neg)	Reserves/Desgn.				
Reserve:								
General	154,702			154,702				
Designation:								
Equipment Repl	2,885,820	217,607		3,103,427				
Building	994,846	90,457		1,085,303				
Capacity Expansion				0				
Medical Svcs/Supps	1,485,323	97,115		1,582,438				
Other (Identify)	224,890			224,890				

Must be completed by District for verification by Auditor (A) (B) (C) 6171484 Total 405,179 6,576,663 **Total ADOPTED Appropriation \$** 6171484 (A) and total combined increase/ decrease to reserves \$ 405,179 (B) constitutes the District's Total ADOPTED Budget financing requirement of \$ 6,576,663 (C) for Fiscal Year 2024-25.

# REVENUE SUMMARY INCREASES/DECREASES FROM RECOMMENDED TO ADOPTED FISCAL YEAR 2024-25

District Name	South Lake County F	Fire Protection Dis	strict Bud	get Unit <u>9557</u>
Account #				
(xxx.xx-xx)	Title	Recommended	Adopted	Inc/(Dec)
411.10-10	current secured	1,706,700	1,742,000	35,300
441.42-01	revenue,use of mny	80,259	101,000	20,741
465.68-60	instnl care & svc	499,853	536,000	36,147
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	TOTAL	2 222 2 : 5	0.070.000	- 02 100
	TOTAL	2,286,812	2,379,000	92,188

# EXPENDITURE SUMMARY INCREASES/DECREASES FROM RECOMMENDED TO ADOPTED FISCAL YEAR 2024-25

District Name	South Lake County F	Fire Protection Dist	trict Budg	et Unit <u>9557</u>
Account #	<del></del>			
(xxx.xx-xx)	Title	Recommended	Adopted	Inc/(Dec)
795.01-12	Sal. & Wages-Perma		150,000	34,500
795.02-21	FICA/Medicare	12,600	14,768	2,168
795.03-31	Unempl. Ins.	5,250	3,604	(1,646)
795.15-10	Insurance-Oth	63,000	90,000	27,000
795.19-40	Medical Exp	48,825	55,500	6,675
795.23-80	Prof Spec Svc	4,881,698	4,899,698	18,000
795.28-48	Spec Dept Amb	89,426	110,259	20,833
795.90-91	Contingencies	-	237,699	237,699
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	TOTAL	5,216,299	5,561,528	345,229

#### VERSION FOR COMPARISION TO PRIOR TWO FY

South Lake County Fire Protection District Cost Accounting Management System Budget Ledger Report

		FY 2024-25		FY 2023-24	FY 2023-24	FY 2023-24	FY 2023-24	FY 2022-23	FY 2021-22
FUND 357 OPERATING	Variance	Recommended	Adopted	Orig Budget	Adj Budget	YTD Jun	EST ACT		
EXPENDITURES									
(Account									
4357-9557-795-01-11 Salaries & Wages-Permanent Total		6,300	6,300	6,300	6,300	5,200	5,400	6,100	6,100
357-9557-795-01-12 Salaries & Wages-Temporary Total	34,500	115,500	150,000	115,500	135,500	139,267	120,678	123,982	126,232
357-9557-795-01-13 Salaries & Wages-Overtime Total		36,750	36,750	36,750	16,750	17,633	16,005	22,107	37,351
357-9557-795-02-21 FICA/Medicare-Emplyr Share Total	2,168	12,600	14,768	12,600	12,600	12,814	10,790	12,046	13,294
4357-9557-795-03-30 Insurance Total		35,595	35,595	35,595	35,595	20,156	19,881	21,491	26,886
4357-9557-795-03-31 Unemployment Insurance Total	-1,646	5,250	3,604	5,250	5,250	1,661	1,536	1,909	2,801
4357-9557-795-04-00 Workers Compensation Total		31,101	31,101	31,101	31,101	30,242	30,242	29,881	26,483
√357-9557-795-09-00 Payroll Clearing Total		0	0	0	0	0	0	0	0
4357-9557-795-11-00 Clothing & Personal Supplies Total		25,200	25,200	25,200	25,200	16,769	13,796	41,801	8,486
4357-9557-795-12-00 Communications Total		23,100	23,100	23,100	23,100	16,556	15,917	16,504	28,543
≠357-9557-795-13-00 Food Total		2,625	2,625	2,625	6,125	4,192	4,057	5,031	1,722
4357-9557-795-14-00 Household Expense Total		15,750	15,750	15,750	15,750	6,798	6,642	7,375	6,491
4357-9557-795-15-10 Insurance-Other Total	27,000	63,000	90,000	63,000	63,000	56,901	56,901	55,841	52,037
4357-9557-795-17-00 Maintenance-Equipment Total		101,000	101,000	84,000	84,000	100,782	100,948	79,769	78,263
√357-9557-795-18-00 Maint-Bldgs & Imprvmts Total		92,014	92,014	92,014	91,014	43,632	49,227	121,537	82,660
4357-9557-795-19-40 Medical Expense Total	6,675	48,825	55,500	48,825	48,825	49,189	42,703	53,232	49,631
4357-9557-795-20-00 Memberships Total		6,510	6,510	6,510	6,510	1,700	1,700	1,700	1,700
4357-9557-795-22-70 Office Supplies Total		5,000	5,000	3,150	4,150	3,604	3,808	4,030	4,944
4357-9557-795-22-71 Postage Total		2,751	2,751	2,751	2,751	1,041	1,052	1,122	2,719
4357-9557-795-23-80 Professional, Specialized Svc Total	18,000	4,881,698	4,899,698	4,658,761	4,585,108	3,817,887	3,806,322	3,676,936	2,831,080
4357-9557-795-24-00 Publications & Legal Ntcs Total		1,155	1,155	1,155	1,155	417	472	287	306
4357-9557-795-27-00 Small Tools & Instruments Total		3,675	3,675	3,675	3,675	666	615	1,283	2,402
4357-9557-795-28-30 Special Dept Supp & Svcs Total		79,720	79,720	79,720	314,320	270,404	252,698	250,192	150,453
4357-9557-795-28-48 Special Dept Ambulance Exp Total	20,833	89,426	110,259	208,600	469,142	427,579	425,615	313,311	114,914
357-9557-795-29-50 Transportation & Travel Total		20,500	20,500	10,500	10,500	3,918	13,574	12,979	14,150
√357-9557-795-30-00 Utilities Total		100,000	100,000	100,000	100,000	94,877	93,028	94,869	70,774
4357-9557-795-38-00 Inventory Items Total		21,000	21,000	21,000	21,000	23,488	6,063	42,930	74,300
4357-9557-795-48-00 Taxes & Assessments Total		210	210	210	210	133	133	133	133
√357-9557-795-61-60 Bldgs & Imprv Total		0	0	0	36,769	36,769	36,769	24,500	23,400
√357-9557-795-62-72 Autos & Light Trucks Total		0	0	0	190,000	204,462	189,177	0	0
4357-9557-795-62-74 Cap FA-Eqt Other Total		0	0	0	349,412	349,261	349,261	126,049	186,027
√357-9557-795-62-79 Pr Yr Total		0	0	0	37,186	37,186	37,186	13,410	81,133
4357-9557-795-90-91 Contingencies Total	237,698	0	237,699	0	0	0	0	0	0
Grand Total	345,229	5,826,255	6,171,484	5,693,642	6,731,998	5,795,185	5,713,893	5,162,333	4,105,415
REVENUE									
(Account									
I 357-9557-411 Property Taxes Total	35,300	1,744,700	1,780,000	1,712,000	1,712,000	1,811,637	1,740,468	1,714,416	1,598,770
1357-9557-422 Permits Total		0	0	14,000	14,000	14,056	14,056	14,891	16,096
357-9557-441 Revenue from Use of Money Total	20,740	80,259	101,000	26,000	26,000	213,550	151,092	78,840	10,846

#### VERSION FOR COMPARISION TO PRIOR TWO FY

South Lake County Fire Protection District Cost Accounting Management System Budget Ledger Report

		FY 2024-25		FY 2023-24	FY 2023-24	FY 2023-24	FY 2023-24	FY 2022-23	FY 2021-22
FUND 357 OPERATING	Variance	Recommended	Adopted	Orig Budget	Adj Budget	YTD Jun	EST ACT		
\$357-9557-453 State Aid Total		48,000	48,000	48,000	48,000	45,367	79,293	74,315	187,729
(357-9557-455 Other Federal Total		0	0	0	0	14,110	14,110	0	0
(357-9557-456 Other Government Agencies Total		0	0	84,080	293,894	314,231	432,223	275,845	132,844
I 357-9557-465 Public Protection Total	36,147	499,853	536,000	400,000	1,026,867	1,423,144	1,305,621	1,095,464	1,024,479
(357-9557-466 Other Current Services Total		2,069,392	2,069,391	2,000,000	2,000,000	2,174,034	2,110,972	1,975,352	1,869,776
(357-9557-491 Other Total		0	0	0	0	210,292	209,229	193,618	95,228
(357-9557-492 Other Revenue Total		0	0	0	0	5,801	3,787	16,884	58,904
(357-9557-502 Operating Transfers Total		0	0	0	227,186	227,186	227,186	13,913	16,087
Grand Total	92,187	4,442,204	4,534,391	4,284,080	5,347,947	6,453,406	6,288,036	5,453,538	5,010,759
357-9557-390-00-00 Fund Balance Carry Over	658,221	1,384,051	2,042,272	1,191,955	1 101 055	1 101 055	1,191,955	1,707,299	1,500,754
Decrease Reserve per Adopted	038,221	1,364,031	2,042,272	1,191,955	1,191,955 217,607.00	1,191,955 217,607	1,191,955	1,707,299	1,500,754
Res No 2023-24-09 Ambulance Purchase					274,419.00	274,419			
Res No 2023-24-11 IGT Participation Amt					242,453.00	242,453			
Res No 2023-24-11 IGT Furticipation Aint  Res No 2023-24-15 Power Gurney, Load System (1)					84,484.00	84,484			
Res No 2023-24-13 Fower Gurney, Loud System (1) Res No 2023-24-17 IGT Replenishment			-97,115		-242,453.00	-242,453			
Res No 2023-24-17 IGT Program Increase			-37,113		-384,414.00	-384,414			
357-9557-390-00-00 From(To) Reserves Total			-90,457		-304,414.00	-304,414			
357-9557-390-00-00 From(To) Reserves Total			-217,607	217,607	192,096	192,096	192,096	(806,549)	(698,798)
357-9557-390-00-00 Fund Balance Total		1,384,051	0	1,191,955	1,384,051	2,042,272	1,958,195	1,191,955	1,707,299
25550455									
RESERVES		154 702	154 703	154 703	154 703	154 703	154 703	154 703	90,554
F 357-9557-391-01-00 General Total	217 607	154,702	154,702	154,702	154,702	154,702	154,702	154,702	,
F 357-9557-392-00-00 Unreserved-Designated Total	217,607 90,457	2,885,819 994,846	3,103,427	2,885,819 994,846	2,885,820	2,885,820	2,885,820 994,846	3,103,427 994,846	2,685,445 985,351
f 357-9557-392-04-00 Equipment Total f 357-9557-392-12-00 Medical Insurance Total	90,457		1,085,303	,	994,846	994,846	,	•	,
	97,115	224,890 1,485,323	224,890 1,582,438	224,890 1,459,812	224,888 858,456	224,888 1,485,323	224,888 1,485,323	224,888 1,459,812	224,888 1,144,888
f 357-9557-392-25-00 Medical Svcs & Eqt Total Reserves Total	405,179				,			, ,	
reserves rotui	405,179	5,745,580	6,150,760	5,720,069	5,118,712	5,745,579	5,745,579	5,937,675	5,131,126
357-9557-100-00-00 Cash Total		7,129,631	6,150,760	5,502,462	5,118,712	7,787,851	7,703,774	7,129,630	6,838,425

#### **FUND 366 FIRE MITIGATION FEE**

366-0000-100-00-00 Cash Total	160,331	160,331	135,180	277,575	214,324

#### COUNTY OF LAKE

MEMORANDUM				
TO: Jenavive Herrington				
Auditor-Controller				
FROM: South Lake County Fire Prote	ction District	Fund No:	357	
SUBJECT: RECOMMENDED BUDGET	FISCAL YEAR 2024-2025	Budget Unit:	9557	
DATE: 5/21/2024				
The Board of Directors of the	South Lake County Fire Protect	ction District District DID		
approve, during their public meeting on	21-May-24	the followin	g for	
RECOMMENDED BUDGET and for REC	OMMENDED RESERVES/DES	SIGNATIONS		
for fiscal year 2024-2025.				
Authorize Auditor-Controller to adjust Rese	rves/Designations as necessary:	X	or	
		YES	_	NO
TOTAL FINANCING USES:				
Total Appropriation for Budget Expenditur (Detail by Category on Pg. 2)	res: (A)	5,826,255		
Increase to Reserves/Designations: (Detail on Pg. 2)	(B)	0		
	<u>Total Uses:</u>	5,826,255		
TOTAL FINANCING SOURCES:				
Total Fund Balance Available as of:	05/21/24 (estimate)	1,384,051 (Enter Amount on "Balance Budget V	Worksheet tab)	
Total Anticipated Revenues: (Detail on Pg. 10)		4,442,204	,	
Decrease to Reserves/Designations: (Detail on Pg. 2)	(B)	0		
(	<u>Total Sources:</u>	5,826,255		
	<u>Variance:</u>	0		
Total recommended requirements for Fisca	al Year 24/25 (C)	5,826,255		
	Jim Comisky			
	Authorized Signature (Chairperson of the Board ONLY) 5/22/2024			
	5/22/2024 Date			
	Date			
Can additional Dudget information places	aantaat.			

For additional Budget information please contact:

Danielle Dizon

Marcy Harrison Chief Deputy Auditor-Controller Supervising Accountant-Auditor

#### RECOMMENDED BUDGET

Budget Summary Worksheet - RECOMMENDED 2024-25

(Note: Category totals on this form <u>must</u> agree with category totals of budget submission - <u>District's responsibility</u>).

Total Salaries & Employee Benefits	243,096
Total Service & Supplies	5,582,949
Total Other	210
Total Fixed Assets	0
Sub-Total (must equal Grand Total Expenses pg 8)	5,826,255
Total Contingencies	
TOTAL APPROPRIATION FOR BUDGET EXPENDITURES	5,826,255 (A)
Increases or Decreases to Reserves/Designations - RECOMMEN	DED 2024-25

moreages or Beereage	o (o ) (ooo, ) oo, 2 oo, g			
		(B)	(B)	
	*Balance as of	Increase	Decrease	Total Budger Yr
Description	5/31/24	Amount	Amount	Reserves/Desgn.
(*U	se latest Balance Sheet Data)		(enter as neg)	
Reserve:				
General	15,470			15,470
Designation:				
General/Unreserved	1 2,885,820			2,885,820
Equipment Repl	994,843			994,843
Building				0
J				
Capacity Expansion	<u> </u>			0
Medical Svcs/Supps	1,485,323			1,485,323
Other (Identify)	224,888	<del></del>		224,888
carer (raemary)	22 1,000			22 .,000

Must be completed by District for verification by Auditor (A) (C) (B) Total 5826255 0 5,826,255 **Total RECOMMENDED Appropriation \$** (A) and total combined increase/ 5,826,255 decrease to reserves \$ (B) constitutes the District's Total RECOMMENDED 5,826,255 Budget financing requirment of (C) for Fiscal Year 2024-25.

#### **SALARIES AND EMPLOYEE BENEFITS**

1.11	Salaries & Wages-Permanent	_	6,300
1.12	Salaries & Wages-Temporary	_	115,500
1.13	Salaries & Wages-Overtime, Holiday, Stby	_	36,750
1.14	Salaries & Wages-Other, Term	_	
2.21	Retirement Contributions-FICA	_	12,600
2.22	Retirement Contributions-PERS	_	
2.23	Retirement Contributions-Co Paid Employee	Con _	
2.28	Retirement Contributions-Deferred Comp	_	
3.30	Insurance-Health/Life	_	35,595
3.31	Insurance-Unemployment	_	5,250
3.32	Insurance-Opt Out	_	
3.39	Insurance-State Disability	_	
3.45	Retiree - OPEB	_	
4.00	Worker's Compensation	_	31,101
TOTAL S	ALARIES AND EMPLOYEE BENEFITS	\$	243,096
SERVICE	AND SUPPLIES		
11.00	Clothing & Personal Supplies	_	25,200
12.00	Communications	_	23,100

13.00	Food		2,625
14.00	Household Expense		15,750
15.10	Insurance-Other		63,000
15.12	Insurance-Public Liability		
15.13	Fire & Comprehensive		
17.00	Maintenance-Equipment		101,000
18.00	Maintenance-Buildings & Im	nprvmnts	92,014
19.40	Medical Supplies		48,825
20.00	Memberships		6,510
22.70	Office Expense-Supplies		5,000

22.71	Office Expense-Postage	2,751
22.72	Office Expense-Book & Periodicals	
23.80	Professional & Specialized Services	4,881,698
24.00	Publications & Legal Notices	1,155_
25.00	Rents & Leases-Equipment	
26.00	Rents & Leases-Buildings & Improv	
27.00	Small Tools & Instruments	3,675
28.30	Special Departmental-Supplies & Se	rvices 79,720

28.48	Special Departmental-Ambu	ulance Expense	_	89,426
29.50	Transportation & Travel		_	20,500
30.00	Utilities		_	100,000
38 00	Inventory Items			21,000
00.00	mventery terme		_	21,000
TOTAL S	ERVICES AND SUPPLIES		\$	5,582,949
<u>OTHER</u>				
42.10	Principal & Interest-Notes &	Loans	_	
42.11	Principal & Interest-Advance	es	_	
47.00	Rights of Way		_	
48.00	Taxes & Assessments		_	210

52.10	Other Charges-Contrib. to I	Non-Co Gov Agen		
53.50	Resource Management			
TOTAL O	THER		\$	210
EIVED AC	CETC			
FIXED AS MUST LIS	T ALL FIXED ASSETS <u>IN DE</u>	TAIL BY ITEM AND DOLLA	R AMOUNT	
60.00	Land			
		•		
61.60	Buildings & Improvements-	Current		
0.4.00	<b>-</b>			
61.69	Buildings & Improvements-	Prior		
		•		
60.71	Equipment Office			
02.71	Equipment-Office			
62.72	Equipment-Autos & Light T	rucke		
02.12	Equipment-Autos & Light 1	uona		

62.73	Equipment-Shop		
62.74	Equipment-Other		
62.76	Equipment-Fire Hose		
62.79	Equipment-Prior Years		
63.04	Const. in Progress-Water S		
63.13	Const. in Progress-Bldg & I		
TOTAL FI	XED ASSETS	• •	S0
GRAND 1	OTAL EXPENSES	9	5,826,255

#### **EMPLOYEE SALARIES 1.11 AND 1.12**

#### FISCAL YEAR 2024-25

DISTRICT NAME South Lake County Fi	re Protection Distric	BUDGE	T UNIT	9557
EMPLOYEE	POSITION	PAY	CURRENT	SALARY
PERMANENT	TITLE	RATE	MONTHLY	ANNUAL
Battalion Chief				87,609
Fire Captain (Paramedic)				80,784
Fire Captain				75,489
Fire Apparatus Engineer (Paramedic)				72,027
Fire Apparatus Engineer				62,272
Firefighter I				27,294
Staff Services Analyst				68,928
Communications Operator				38,238
·				·
		+		
		+		
		+		
		+		
Total 1.11				510 641
Total 1.11				512,641
EMPLOYEE	POSITION	PAY	CURRENT	CALADV
TEMPORARY	TITLE	RATE	MONTHLY	SALARY ANNUAL
Office Technician	IIILE		per hour	AINIVAL
		_	1	
Paid Call Captain		\$23.00	per hour	
Paid Call Engineer		\$21.00	per hour	
Paid Call Firefighter Driver Operator		\$20.00	per hour	
Paid Call Firefighter		\$17.00	per hour	
Paid Call EMS Specialist		\$17.00	per hour	
Total 1.12				0

# REVENUE BY SOURCE FISCAL YEAR 2024-25

District Name South Lake County Fire Protection District Budget Unit No. 9557

Account No.

(xxx.xx-xx)	Description	Pr Yr Estimate	Cur Yr Estimate
411.10-10	Property Taxes-Current Secured	1,678,000	1,706,700
411.10-20	Property Taxes-Current Unsecured	34,000	38,000
422.21-60	Oth Licenses & Permits	14,000	
441.42-01	Interest	26,000	80,259
453.54-60	State - HOPTR	13,000	13,000
453.54-90	State - Other	35,000	35,000
456.56-30	Oth Govt Agency	84,080	
465.68-60	Instnl Care (Amb Income)	400,000	499,853
466.69-29	Oth Svc - Fire Protection	2,000,000	2,069,392
	Increase/Decrease Reserves	478,384	
	Fund Balance	880,318	

**TOTAL REVENUE** 5,642,782 4,442,204

# South Lake County Fire Protection District Cost Accounting Management System G/L Balance Sheet

Detail Report by Fund, Balance Sheet Type Run Date: 08/14/2024 06:31:44pm By: GF Fiscal Year: 2024

#### **Selection Criteria**

Exclude GL Code 000, 370, 371

**Select Fund** 357, 366

#### Report Template

GL Balance Sheet
\\Southlake\Lsladmin\Wincams\Lslfiles\Report\Criteria\GL Balance Sheet.rst

Run Date: 08/14/2024 06:31:44pm South Lake County Page 1
Fiscal Year: 2024 Fire Protection District By: GF

Selection Criteria: See Cover Page Cost Accounting Management System

G/L Balance Sheet

Account	General Ledger Acct	Balance
357 FUND: So Lk Co Fire Prot Dist		
Current Asset accts		
Cash	357-9557-100-00-00-00	7,787,850.96
* Current Asset accts Subtotal		
Equity accts		
Fund Balance	357-9557-390-00-00-00	2,042,271.96
General	357-9557-391-01-00-00	154,702.00
Unreserved-Designated	357-9557-392-00-00-00	2,885,820.00
Equipment Reserve	357-9557-392-04-00-00	994,846.00
Medical Insurance Reserve	357-9557-392-12-00-00	224,888.00
Medical Svcs & Eqpt Reserve	357-9557-392-25-00-00	1,485,323.00
* Equity accts Subtotal		
** 357 Subtotal		
366 FUND: So Lk Co Fire Mitigation		
Current Asset accts		
Cash	366-0000-100-00-00	160,330.59
* Current Asset accts Subtotal		
Equity accts		
Fund Balance	366-0000-390-00-00	160,330.59
* Equity accts Subtotal ** 366 Subtotal		

\*\*\* Grand Total

# South Lake County Fire Protection District Cost Accounting Management System Budget Expenditure Ledger Report

Summary Report by Budget Exp Acct
Run Date: 08/14/2024 06:39:43pm By: GF
Fiscal Year: 2024

#### **Selection Criteria**

**Exclude GL Code** 000, 100, 370, 371, 390, 391, 392

Select Fund

#### Report Template

Budget Expenditure Ledger Report by Object \\Southlake\Lsladmin\Wincams\Lslfiles\Report\Criteria\Budget Expenditure Ledger Report by Object.rst

#### Page 1 By: GF

Run Date: 08/14/2024 06:39:43pm South Lake County
Fire Protection District Selection Criteria: See Cover Page

Cost Accounting Management System
Budget Expenditure Ledger Report

	Orig Budget	Adj Budget	Expenditures Unenc		% Committed
7-9557-795 (Budget Exp Acct) So Lk Co Fire	e $\overline{ ext{Prot Dist / So }}$ Lk	Co Fire Prot Di	st / Accts Payable	e .	
01-11 Salaries & Wages-Permanent	6 200 00	6 200 00	5 000 00	1 100 00	00 5
D directors	6,300.00	6,300.00	5,200.00	1,100.00	82.54
* 01-11 Subtotal	6,300.00	6,300.00	5,200.00	1,100.00	82.54
01-12 Salaries & Wages-Temporary					
C pc captain	10,000.00	10,000.00	7,339.75	2,660.25	73.40
E pc engineer	0.00	3,800.00	9,768.25	-5,968.25	257.06
F pc firefighter	34,000.00	54,000.00	48,297.84	5,702.16	89.44
FC fire consultant	0.00	0.00	0.00	0.00	N/A
I pc ift/ems specialist	2,000.00	2,000.00	611.50	1,388.50	30.58
O pc operator	34,000.00	34,000.00	16,584.50	17,415.50	48.78
OC ooc-pc captain	0.00	0.00	2,871.92	-2,871.92	N/Z
OE ooc-pc engineer	0.00	0.00	5,439.30	-5,439.30	N/2
OF ooc-pc firefighter	0.00	0.00	10,291.68	-10,291.68	N/2
00 ooc-pc operator	0.00	0.00	3,345.90	-3,345.90	N/2
OS office technician	35,500.00	35,500.00	34,716.14	783.86	97.79
UC UNCLEARED CHECKS	0.00	0.00	0.00	0.00	N/A
* 01-12 Subtotal	115,500.00	139,300.00	139,266.78	33.22	99.9
" 01-12 Subtotal	113,300.00	139,300.00	139,200.78	33.22	99.9
01-13 Salaries & Wages-Overtime					
C pc captain	7,000.00	7,000.00	903.60	6,096.40	12.9
E pc engineer	0.00	900.00	5,776.14	-4,876.14	641.7
F pc firefighter	10,000.00	0.00	9,374.40	-9,374.40	N/
O pc operator	13,000.00	3,000.00	1,496.85	1,503.15	49.9
S office technician	6,750.00	6,750.00	81.85	6,668.15	1.2
* 01-13 Subtotal	36,750.00	17,650.00	17,632.84	17.16	99.9
02-21 FICA/Medicare-Emplyr Share					
FC FICA pc captain	1,100.00	1,100.00	689.14	410.86	62.65
FD FICA directors	400.00	400.00	322.40	77.60	80.6
FE FICA pc engineer	0.00	220.00	1,300.96	-1,080.96	591.3
			•	•	
FF FICA pc firefighter	2,800.00	2,800.00	4,213.76	-1,413.76	150.4
FG FICA FIre Consultant	0.00	0.00	0.00	0.00	N/1
FI FICA pc ift/ems specialist	100.00	100.00	37.92	62.08	37.9
FO FICA pc operator	3,000.00	3,000.00	1,328.48	1,671.52	44.2
FS FICA office technician	2,700.00	2,700.00	2,492.30	207.70	92.3
MC Medicare pc captain	250.00	250.00	161.16	88.84	64.4
MD Medicare directors	100.00	100.00	75.40	24.60	75.4
ME Medicare pc engineer	0.00	0.00	304.26	-304.26	N/
MF Medicare pc firefighter	650.00	650.00	985.49	-335.49	151.6
MG Medicare fire consultant	0.00	0.00	0.00	0.00	N/
MI Medicare pc ift/ems specialist	100.00	100.00	8.86	91.14	8.8
MO Medicare pc operator	700.00	700.00	310.70	389.30	44.3
MS Medicare office technician	700.00	700.00	582.87	117.13	83.2
* 02-21 Subtotal	12,600.00	12,820.00	12,813.70	6.30	99.95
03-30 Insurance					
C health-current	6,000.00	6,000.00	5,400.00	600.00	90.00
E EAP-pcfs	3,500.00	3,500.00	0.00	3,500.00	0.00
E EUT DOID	3,300.00	3,300.00	0.00	3,300.00	0.00

Selection Criteria: See Cover Page

South Lake County Fire Protection District Cost Accounting Management System

Budget Expenditure Ledger Report

	Orig Budget	Adj Budget	Expenditures Unend	cumbered Balance	% Committed
357-9557-795 (Budget Exp Acct) So Lk Co Fire					
03-30 Insurance					
G group life-pcfs	5,000.00	5,000.00	2,645.76	2,354.24	52.92
<pre>I inj/illness inc prot-pcts</pre>	5,000.00	5,000.00	2,759.00	2,241.00	55.18
M csfa membership-pcfs	5,595.00	5,595.00	2,210.00	3,385.00	39.50
R health-retired	10,500.00	5,580.00	7,141.58	-1,561.58	127.99
* 03-30 Subtotal	35,595.00	30,675.00	20,156.34	10,518.66	65.71
03-31 Unemployment Insurance					
DC sdi pc captain	650.00	650.00	165.87	484.13	25.52
DD sdi directors	400.00	400.00	99.39	300.61	24.85
DE sdi pc engineer	0.00	0.00	118.98	-118.98	N/A
DF sdi pc firefighter	1,000.00	1,000.00	942.60	57.40	94.26
DG sdi fire consultant	0.00	0.00	0.00	0.00	N/A
DI sdi pc ift/ems specialist	200.00	200.00	11.56	188.44	5.78
DO sdi pc operator	1,200.00	1,200.00	115.30	1,084.70	9.61
DS sdi office technician	1,200.00	1,200.00	119.01	1,080.99	9.92
EC ett pc captain	100.00	100.00	9.48	90.52	9.48
ED ett director	100.00	100.00	5.20	94.80	5.20
EE ett pc engineer	0.00	0.00	7.00	-7.00	N/A
EF ett pc firefighter	100.00	100.00	52.46	47.54	52.46
EG ett fire consultant	0.00	0.00	0.00	0.00	N/A
EI ett pc ift/ems specialist	100.00	100.00	0.61	99.39	0.61
EO ett pc operator	100.00	100.00	6.79	93.21	6.79
ES ett office technician	100.00	100.00	7.00	93.00	7.00
* 03-31 Subtotal	5,250.00	5,250.00	1,661.25	3,588.75	31.64
04-00 Workers Compensation					
NA non safety, administration	1,000.00	1,000.00	3,299.00	-2,299.00	329.90
NM non safety, municipality	1,101.00	1,101.00	535.00	566.00	48.59
SB safety, base-pcfs	11,000.00	11,000.00	12,780.00	-1,780.00	116.18
SW safety, wages-pcfs	18,000.00	18,000.00	13,628.00	4,372.00	75.71
* 04-00 Subtotal	31,101.00	31,101.00	30,242.00	859.00	97.24
09-00 Payroll Clearing					,
00 payroll clearing, WFB	0.00	0.00	1,542.56	-1,542.56	N/A
AD association dues pcfs	0.00	0.00	-1,542.56	1,542.56	N/A
* 09-00 Subtotal	0.00	0.00	0.00	0.00	N/A
11-00 Clothing & Personal Supplies					
B boot allowance	1,000.00	1,000.00	2,046.62	-1,046.62	204.66
P personal protective eqt	15,000.00	15,000.00	9,063.39	5,936.61	60.42
U uniform items	9,200.00	9,200.00	5,658.69	3,541.31	61.51
* 11-00 Subtotal	25,200.00	25,200.00	16,768.70	8,431.30	66.54
12-00 Communications					
60 Sta 60	14,100.00	14,100.00	8,106.33	5 <b>,</b> 993.67	57.49
62 Sta 62	3,000.00	3,000.00	4,625.06	-1,625.06	154.17
63 Sta 63	3,000.00	3,000.00	2,456.70	543.30	81.89
64 Sta 64	0.00	0.00	0.00	0.00	N/A

## South Lake County South Lake Councy Fire Protection District Management Sys

Fiscal Year: 2024 Selection Criteria: See Cover Page Cost Accounting Management System Budget Expenditure Ledger Report

		Orig Budget	Adj Budget	Expenditures Unend	cumbered Balance	% Committee
7-9557-7	95 (Budget Exp Acct) So Lk Co					
12-00	Communications					
	Amador	3,000.00	3,000.00	1,368.36	1,631.64	45.61
* 12-00	Subtotal	23,100.00	23,100.00	16,556.45	6,543.55	71.67
13-00	Food					
60	Sta 60	1,625.00	4,125.00	3,283.79	841.21	79.61
62	Sta 62	500.00	1,500.00	601.49	898.51	40.10
63	Sta 63	500.00	500.00	306.78	193.22	61.36
* 13-00	Subtotal	2,625.00	6,125.00	4,192.06	1,932.94	68.44
14-00	Household Expense					
60	Sta 60	7,750.00	7,750.00	2,250.52	5,499.48	29.0
62	Sta 62	3,000.00	3,000.00	2,328.73	671.27	77.62
63	Sta 63	3,000.00	3,000.00	2,219.19	780.81	73.97
64	Sta 64	2,000.00	2,000.00	0.00	2,000.00	0.0
* 14-00	Subtotal	15,750.00	15,750.00	6,798.44	8,951.56	43.1
15-10	Insurance-Other					
60	Sta 60	47,000.00	47,000.00	44,615.63	2,384.37	94.9
62	Sta 62	7,000.00	7,000.00	6,576.67	423.33	93.9
63	Sta 63	5,000.00	5,000.00	3,621.97	1,378.03	72.4
64	Sta 64	4,000.00	4,000.00	2,086.73	1,913.27	52.1
* 15-10	Subtotal	63,000.00	63,000.00	56,901.00	6,099.00	90.3
17-00	Maintenance-Equipment					
60	Sta 60	27,000.00	45,000.00	50,715.80	-5,715.80	112.7
	Sta 62	19,000.00	19,000.00	37,390.97	-18,390.97	196.7
	Sta 63	19,000.00	19,000.00	2,950.63	16,049.37	15.5
64	Sta 64	15,000.00	15,000.00	9,639.58	5,360.42	64.2
	Amador	4,000.00	4,000.00	84.68	3,915.32	2.1
* 17-00	Subtotal	84,000.00	102,000.00	100,781.66	1,218.34	98.8
18-00	Maint-Bldgs & Imprvmts					
60	Sta 60	37,014.00	37,014.00	24,651.88	12,362.12	66.6
	Sta 62	15,000.00	14,000.00	10,939.57	3,060.43	78.1
	Sta 63	15,000.00	15,000.00	3,145.81	11,854.19	20.9
64	Sta 64	10,000.00	10,000.00	2,472.13	7,527.87	24.7
	FS Bldg	10,000.00	10,000.00	2,297.86	7,702.14	22.9
	Trng Tower, Roof Prop	5,000.00	5,000.00	125.00	4,875.00	2.5
* 18-00	Subtotal	92,014.00	91,014.00	43,632.25	47,381.75	47.9
19-40	Medical Expense					
MS	Medical Supplies	44,825.00	44,825.00	44,182.61	642.39	98.5
MW	Medical Waste Disp	1,500.00	1,500.00	1,190.62	309.38	79.3
	Oxygen	2,500.00	3,000.00	3,816.03	-816.03 	127.2
~ 19-40	Subtotal	48,825.00	49,325.00	49,189.26	135.74	99.72
20-00	Memberships	1 000 00	1 000 00	000 00	000	0000
F	FDAC	1,000.00	1,000.00	200.00	800.00	20.00

Page 3 By: GF Selection Criteria: See Cover Page

L licensing fee

T trng reg & supp

P physicals
PE public educ supplies

South Lake County
Fire Protection District
Cost Accounting Management System
Budget Expenditure Ledger Report

	Budget Expendi	iture Ledger Repo	ort		
	Orig Budget	Adj Budget		cumbered Balance	% Committed
357-9557-795 (Budget Exp Acct) So Lk C	o Fire $\overline{ ext{Prot Dist / So}}$ I	Lk Co Fire Prot I	oist / Accts Payabl	.e	
20-00 Memberships					
L Lake Co Fire Chiefs	5,510.00	5,510.00	1,500.00	4,010.00	27.22
PC assoc dues-pcfs	0.00	0.00	0.00	0.00	N/A
* 20-00 Subtotal	6,510.00	6,510.00	1,700.00	4,810.00	26.11
22-70 Office Supplies					
60 Sta 60	3,150.00	4,150.00	3,289.28	860.72	79.26
62 Sta 62	0.00	0.00	118.55	-118.55	N/A
63 Sta 63	0.00	0.00	196.58	-196.58	N/A
64 Sta 64	0.00	0.00	0.00	0.00	N/A
* 22-70 Subtotal	3,150.00	4,150.00	3,604.41	545.59	86.85
22-71 Postage					
22-71 Postage 60 Sta 60	2,751.00	2,751.00	1,040.94	1,710.06	37.84
62 Sta 62	0.00	0.00	0.00	0.00	N/A
63 Sta 63	0.00	0.00	0.00	0.00	N/A
* 22-71 Subtotal	2,751.00	2,751.00	1,040.94	1,710.06	37.84
" ZZ-71 Subtotal	2,731.00	2,731.00	1,040.94	1,710.00	37.04
23-80 Professional, Specialized Svc					
AB ambulance billing svcs	41,000.00	41,000.00	58,787.83	-17,787.83	143.38
CF CalFire	4,458,761.00	4,348,008.00	3,675,577.35	672,430.65	84.53
PY payroll services	9,000.00	9,000.00	8,121.00	879.00	90.23
SP legal, audit, specialty svcs	150,000.00	150,000.00	75,400.82	74,599.18	50.27
* 23-80 Subtotal	4,658,761.00	4,548,008.00	3,817,887.00	730,121.00	83.95
24-00 Publications & Legal Ntcs					
00 public hearing, legal notices	1,155.00	1,155.00	417.19	737.81	36.12
* 24-00 Subtotal	1,155.00	1,155.00	417.19	737.81	36.12
27-00 Small Tools & Instruments					
60 Sta 60	1,000.00	1,000.00	192.95	807.05	19.30
62 Sta 62	1,000.00	1,000.00	473.17	526.83	47.32
63 Sta 63	1,000.00	1,000.00	0.00	1,000.00	0.00
64 Sta 64	675.00	675.00	0.00	675.00	0.00
A Amador	0.00	0.00	0.00	0.00	N/A
* 27-00 Subtotal	3,675.00	3,675.00	666.12	3,008.88	18.13
~ 27-00 Subtotal	3,673.00	3,673.00	666.12	3,008.88	18.13
28-30 Special Dept Supp & Svcs					
60 Sta 60	0.00	234,600.00	183,072.97	51,527.03	78.04
62 Sta 62	0.00	0.00	12,431.23	-12,431.23	N/A
63 Sta 63	0.00	0.00	11,931.68	-11,931.68	N/A
64 Sta 64	0.00	0.00	1,198.33	-1,198.33	N/A
A Amador	0.00	0.00	2 <b>,</b> 860.77	-2,860.77	N/A
AB abh fund	25,000.00	25,000.00	0.00	25,000.00	0.00
GA Grant, Award Purchase	0.00	0.00	19,975.89	-19 <b>,</b> 975.89	N/A
T 3' ' 6	0 500 00	0	0.50.00	0 0 0 0 0	1000

2,500.00

5,000.00

10,000.00

13,220.00

2,500.00

5,000.00

10,000.00

13,220.00

250.00

6,059.28

12,112.09

9,173.46

2,250.00

-1,059.28

-2,112.09

4,046.54

10.00

121.19

121.12

69.39

Run Date: 08/14/2024 06:39:43pm	South Lake County
Fiscal Year: 2024	Fire Protection District
Selection Criteria: See Cover Page	Cost Accounting Management System Budget Expenditure Ledger Report

		Orig Budget	Adj Budget	Expenditures Unen	cumbered Balance	% Committed
357-9557-7	· 2 · .	ire $\overline{ ext{Prot Dist / So}}$ $\overline{ ext{L1}}$	k Co Fire Prot	Dist / Accts Payable	9	
28-30	Special Dept Supp & Svcs					
TB	CalFire training bureau	24,000.00	24,000.00	11,338.76	12,661.24	47.24
* 28-30	0 Subtotal	79,720.00	314,320.00	270,404.46	43,915.54	86.03
28-48	Special Dept Ambulance Exp					
60	Sta 60	10,000.00	10,000.00	40,098.48	-30,098.48	400.98
62	Sta 62	10,000.00	28,089.00	24,041.60	4,047.40	85.59
63	Sta 63	10,000.00	10,000.00	21,032.35	-11,032.35	210.32
64	30a 03	0.00	0.00	492.09	-492.09	N/A
A		0.00	0.00	1,476.17	-1,476.17	N/A
GE	GEMT	0.00	0.00	97,985.39	-97,985.39	N/A
IG	IGT	172,600.00	415,053.00	242,453.00	172,600.00	58.41
NC	NCEMS ImageTrend	6,000.00	6,000.00	0.00	6,000.00	0.00
	8 Subtotal	208,600.00	469,142.00	427,579.08	41,562.92	91.14
~ 20-40	Sublocal	208,800.00	469,142.00	427,379.08	41,302.92	91.14
29-50	Transportation & Travel					
00	Fleet Fuel	0.00	0.00	385.61	-385.61	N/A
В	Board	4,000.00	4,000.00	1,648.04	2,351.96	41.20
C	reimb-Cal Fire	4,000.00	4,000.00	1,884.60	2,115.40	47.12
P	reimb-pcfs	2,500.00	2,500.00	0.00	2,500.00	0.00
* 29-50	0 Subtotal	10,500.00	10,500.00	3,918.25	6,581.75	37.32
30-00	Utilities					
ΕO	Sta 60 Electric	16,142.00	16,142.00	22,367.34	-6,225.34	138.57
E2	Sta 62 Electric	14,528.00	14,528.00	11,987.85	2,540.15	82.52
E3	Sta 63 Electric	10,654.00	10,654.00	10,110.55	543.45	94.90
E4	Sta 64 Electric	2,335.00	2,335.00	2,511.78	-176.78	107.57
EF	FS Bldg Electric	3,637.00	3,637.00	3,926.78	-289.78	107.97
G0	Sta 60 Garbage	2,529.00	2,529.00	2,394.39	134.61	94.68
G2	Sta 62 Garbage	1,065.00	1,065.00	984.05	80.95	92.40
G3	Sta 63 Garbage	861.00	861.00	858.60	2.40	99.72
G4	Sta 64 Garbage	0.00	0.00	0.00	0.00	N/A
GA	Sta 31 Garbage	0.00	0.00	0.00	0.00	N/A
GF	FS Bldg Garbage	667.00	667.00	500.27	166.73	75.00
IO	Sta 60 Internet	958.00	958.00	996.88	-38.88	104.06
12	Sta 62 Internet	1,248.00	1,248.00	1,207.12	40.88	96.72
13	Sta 63 Internet	1,270.00	1,270.00	1,172.12	97.88	92.29
P0	Sta 60 Propane	6,672.00	6,672.00	4,546.24	2,125.76	68.14
P2	Sta 62 Propane	7,990.00	7,990.00	4,796.97	3,193.03	60.04
P3	Sta 63 Propane	3,282.00	3,282.00	1,815.46	1,466.54	55.32
P4	Sta 64 Propane	2,819.00	2,819.00	2,008.95	810.05	71.26
PF	FS Bldg Propane	1,883.00	1,883.00	1,448.85	434.15	76.94
s0	Sta 60 Sewer	269.00	269.00	363.30	-94.30	135.06
SF	FS Bldg Sewer	269.00	269.00	363.30	-94.30	135.06
TO	Sta 60 Telephone	2,411.00	2,411.00	2,572.61	-161.61	106.70
T2	Sta 62 Telephone	743.00	743.00	1,098.56	-355.56	147.85
Т3	Sta 63 Telephone	743.00	743.00	1,098.44	-355.44	147.84
T4	Sta 64 Telephone	355.00	355.00	527.74	-172.74	148.66
TF	FS Bldg Telephone	334.00	334.00	350.15	-16.15	104.84
	•					

## South Lake County Fire Protection District

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By: GF

Fiscal Year: 2024 Cost Accounting Management System Budget Expenditure Ledger Report Selection Criteria: See Cover Page

			Orig Budget	Adj Budget	Expenditures	Unencumbered Balance	% Committed
357-9557-7	95 (Budget Exp Acct)	So Lk Co Fire	Prot Dist / So L				
30-00	Utilities					-	
WO	Sta 60 Water		10,761.00	10,761.00	9,982.82	778.18	92.77
W2	Sta 62 Water		904.00	904.00	1,099.75	-195.75	121.65
WЗ	Sta 63 Water, Swr		2,400.00	2,400.00	2,472.77	-72.77	103.03
W4	Sta 64 Water		818.00	818.00	753.00	65.00	92.05
WF	FS Bldg Water		1,453.00	1,453.00	559.89	893.11	38.53
* 30-00	Subtotal	-	100,000.00	100,000.00	94,876.53	5,123.47	94.88
38-00	Inventory Items						
60	Sta 60		8,000.00	10,600.00	14,856.70	-4,256.70	140.16
62	Sta 62		5,000.00	5,000.00	5,252.96	-252.96	105.06
63	Sta 63		5,000.00	5,000.00	3,378.33	1,621.67	67.57
64	Sta 64		3,000.00	3,000.00	0.00	3,000.00	0.00
	Subtotal	-	21,000.00	23,600.00	23,487.99	112.01	99.53
. 38-00	Sabtotal		21,000.00	23,000.00	25,467.99	112.01	99.55
48-00	Taxes & Assessments		210 00	210 00	00.22	107.00	20.20
60	Sta 60		210.00	210.00	82.32	127.68	39.20
62	Sta 62		0.00	0.00	2.76	-2.76	N/A
63	Sta 63		0.00	0.00	23.04	-23.04	N/A
64	Sta 64		0.00	0.00	2.76	-2.76	N/A
FS	FS Bldg		0.00	0.00	21.81		N/A
* 48-00	Subtotal		210.00	210.00	132.69	77.31	63.19
61-60	Bldgs & Imprv						
60	Sta 60		0.00	0.00	0.00	0.00	N/A
62	Sta 62		0.00	36,769.00	36,769.00	0.00	100.00
FS	FS Bldg		0.00	0.00	0.00	0.00	N/A
* 61-60	Subtotal		0.00	36,769.00	36,769.00	0.00	100.00
62-72	Autos & Light Trucks						
60	Sta 60		0.00	111,000.00	110,442.14	557.86	99.50
63	Sta 63		0.00	95,000.00	94,019.87	980.13	98.97
64	Sta 64		0.00	0.00	0.00	0.00	N/A
* 62-72	Subtotal	-	0.00	206,000.00	204,462.01	1,537.99	99.25
62-74	Cap FA-Eqt Other						
60	Sta 60		0.00	66,395.00	66,394.34	0.66	100.00
62	Sta 62		0.00	283,017.00	282,866.26	150.74	99.95
63	Sta 63		0.00	0.00	0.00	0.00	N/A
64	Sta 64		0.00	0.00	0.00	0.00	N/A
A Z	Amador		0.00	0.00	0.00	0.00	N/A
* 62-74	Subtotal	-	0.00	349,412.00	349,260.60	151.40	99.96
62-79	Pr Yr						
60	Sta 60		0.00	37,186.00	37,186.32	-0.32	100.00
* 62-79	Subtotal	=	0.00	37,186.00	37,186.32	-0.32	100.00
			2.00	2.,200.00	2.,200.02	0.32	===:00

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Cost Accounting Management System Budget Expenditure Ledger Report Page 7

By: GF

Selection Criteria: See Cover Page

	Orig Budget	Adj Budget	Expenditures Unenc	cumbered Balance	% Committed
357-9557-795 (Budget Exp Acct) So Lk Co I 90-91 Contingencies	Fire Prot Dist / So L	k Co Fire Prot	Dist / Accts Payable		
00	0.00	0.00	0.00	0.00	N/A
* 90-91 Subtotal	0.00	0.00	0.00	0.00	N/A
** 357-9557-795 Subtotal	5,693,642.00	6,731,998.00	5,795,185.32	936,812.68	86.08
*** Grand Total	5,693,642.00	6,731,998.00	5,795,185.32	936,812.68	86.08

# South Lake County Fire Protection District Cost Accounting Management System Budget Revenue Ledger Report

Summary Report by Budget Rev Acct
Run Date: 08/14/2024 06:40:43pm By: GF
Fiscal Year: 2024

#### **Selection Criteria**

**Exclude GL Code** 000, 100, 370, 371, 390, 391, 392

Select Fund
357

#### Report Template

Budget Revenue Ledger Report by Object \\Southlake\Lsladmin\Wincams\Lslfiles\Report\Criteria\Budget Revenue Ledger Report by Object.rst

Page 1
By: GF

Run Date: 08/14/2024 06:40:43pm

Fiscal Year: 2024
Selection Criteria: See Cover Page

South Lake County Fire Protection District

Cost Accounting Management System

Budget Revenue Ledger Report

		Orig Budget	Adj Budget	YTD Revenues U		% Realized
	adget Rev Acct) FUND: So Lk	Co Fire Prot Di	st / BUDGET UNI	T: So Lk Co Fire	Prot Dist	
	DDE: Property Taxes					
10-10	OBJECT: Current Secured	04 000 00	04 000 00	07 540 75	2 542 75	27 / 7
	county admin fee	-24,000.00	-24,000.00	-27,543.75	3,543.75	N/A
	LAFCO local secured-AB8 teeter	-5,000.00 1,635,000.00	-5,000.00 1,635,000.00	-6,081.00 1,701,813.37	1,081.00 -66,813.37	N/A 104.09
PU	public utilitarian	72,000.00	72,000.00	74,931.06	-2,931.06	104.07
_	Subtotal	1,678,000.00	1,678,000.00	1,743,119.68	-65,119.68	103.88
10 15						
10-15 00	OBJECT: ERAF-SRAF	0.00	0.00	0.00	0.00	N/A
	Subtotal	0.00	0.00	0.00	0.00	N/A
~ 10-13	SUDCOCAL	0.00	0.00	0.00	0.00	N/A
10-20	OBJECT: Current Unsecured					
00		34,000.00	34,000.00	39,019.53	-5,019.53	114.76
* 10-20	Subtotal	34,000.00	34,000.00	39,019.53	-5,019.53	114.76
10 25	OBJECT: Supp 813-Current					
10-25 00	OBJECT: Supp 813-Current	0.00	0.00	19,334.92	-19,334.92	N/A
	Subtotal	0.00	0.00	19,334.92	-19,334.92 -19,334.92	N/A
" 10-25	Subtotal	0.00	0.00	19,334.92	-19,334.92	N/A
10-30	OBJECT: Prior Secured					
00		0.00	0.00	0.00	0.00	N/A
* 10-30	Subtotal	0.00	0.00	0.00	0.00	N/A
10-35	OBJECT: Supp 813-Prior					
00	Obolet. Supp 013 11101	0.00	0.00	8,065.74	-8,065.74	N/A
	Subtotal	0.00	0.00	8,065.74	-8,065.74	N/A
				0,0002	0,000,.2	2., 22
10-40	OBJECT: Prior Unsecured					
00		0.00	0.00	2,097.05	-2,097.05	N/A
* 10-40	Subtotal	0.00	0.00	2,097.05	-2,097.05	N/A
** 411 Sub	total	1,712,000.00	1,712,000.00	1,811,636.92	-99,636.92	105.82
422 GL C	DDE: Permits					
21-60	OBJECT: Other					
	burn permits	14,000.00	14,000.00	14,056.00	-56.00	100.40
	Subtotal	14,000.00	14,000.00	14,056.00	-56.00	100.40
** 422 Sub	total	14,000.00	14,000.00	14,056.00	-56.00	100.40
422 SUD	LUCAL	17,000.00	14,000.00	14,030.00	30.00	100.40

Run Date: 08/14/2024 06:40:43pm Fiscal Year: 2024 South Lake County
Fire Protection District

Selection Criteria: See Cover Page

Cost Accounting Management System
Budget Revenue Ledger Report

	Orig Budget	Adj Budget	YTD Revenues U	Inrealized Bal	% Realized
357-9557 (Budget Rev Acct) FUND: So Lk $\overline{\text{Co}}$		t / BUDGET UNIT	: So Lk Co Fire	Prot Dist	
441 GL CODE: Revenue from Use of Money					
42-01 OBJECT: Interest					
00	26,000.00	26,000.00	213,550.21	-187 <b>,</b> 550.21	821.35
* 42-01 Subtotal	26,000.00	26,000.00	213,550.21	-187,550.21	821.35
** 441 Subtotal	26,000.00	26,000.00	213,550.21	-187,550.21	821.35
453 GL CODE: State Aid					
54-60 OBJECT: HOPTR					
00	13,000.00	13,000.00	12,552.51	447.49	96.56
* 54-60 Subtotal	13,000.00	13,000.00	12,552.51	447.49	96.56
54-70 OBJECT: Disaster Rev Loss Bac	kfil				
00	0.00	0.00	0.00	0.00	N/A
* 54-70 Subtotal	0.00	0.00	0.00	0.00	N/A
54-90 OBJECT: Other					
AB ABH	0.00	0.00	15,820.86	-15,820.86	N/A
OE OES	35,000.00	35,000.00	16,993.72	18,006.28	48.55
* 54-90 Subtotal	35,000.00	35,000.00	32,814.58	2,185.42	93.76
** 453 Subtotal	48,000.00	48,000.00	45,367.09	2,632.91	94.51
455 GL CODE: Other Federal					
55-40 OBJECT: Disaster Relief					
00 HMGP	0.00	0.00	14,109.70	-14,109.70	N/A
* 55-40 Subtotal	0.00	0.00	14,109.70	-14,109.70	N/A
** 455 Subtotal	0.00	0.00	14,109.70	-14,109.70	N/A
456 GL CODE: Other Government Agencies					
56-30 OBJECT: Other					
00	10,000.00	219,814.00	189,960.51	29,853.49	86.42
AI air curtain incinerator	0.00	0.00	0.00	0.00	N/A
NA Napa Agmt	74,080.00	74,080.00	111,120.00	-37,040.00	150.00
RH Redbud Health Care Distric	0.00	0.00	0.00	0.00	N/A
TB CalFire training bureau	0.00	0.00	13,150.00	-13,150.00	N/A
* 56-30 Subtotal	84,080.00	293,894.00	314,230.51	-20,336.51	106.92
** 456 Subtotal	84,080.00	293,894.00	314,230.51	-20,336.51	106.92

Run Date: 08/14/2024 06:40:43pm Fiscal Year: 2024

South Lake County Fire Protection District

Selection Criteria: See Cover Page Cost Accounting Management System

Budaet	Revenue	Ledger	Report

	Orig Budget	Adj Budget	YTD Revenues U	Jnrealized Bal	% Realized
357-9557 (Budget Rev Acct) FUND: So Lk	Co Fire Prot Di				
465 GL CODE: Public Protection					
68-60 OBJECT: Instnl Care & Svc					
00	0.00	0.00	72,034.93	-72 <b>,</b> 034.93	N/A
GE GEMT	0.00	0.00	36,477.12	-36,477.12	N/A
IG IGT	0.00	626,867.00	626 <b>,</b> 866.97	0.03	100.00
WF WFB Transfers	400,000.00	400,000.00	687,764.64	-287,764.64	171.94
WO Pmts - W/O Accts	0.00	0.00	0.00	0.00	N/A
* 68-60 Subtotal	400,000.00	1,026,867.00	1,423,143.66	-396,276.66	138.59
** 465 Subtotal	400,000.00	1,026,867.00	1,423,143.66	-396,276.66	138.5
466 GL CODE: Other Current Services					
69-20 OBJECT: Other					
FC Guenoc Devlpmnt Fire Consu	0.00	0.00	0.00	0.00	N/A
* 69-20 Subtotal	0.00	0.00	0.00	0.00	N/A
69-29 OBJECT: Fire Protection					
CA county admin fee	0.00	0.00	-2,393.25	2,393.25	N/A
CP CS preroll	0.00	0.00	4,808.72	-4,808.72	N/2
CS CS apportionment	2,000,000.00	2,000,000.00	2,040,043.00	-40,043.00	102.00
DP DS preroll	0.00	0.00	1,810.96	-1,810.96	N/A
DS DS apportionment	0.00	0.00	129,764.34	-129,764.34	N/A
* 69-29 Subtotal	2,000,000.00		2,174,033.77	-174,033.77	108.70
** 466 Subtotal	2,000,000.00	2,000,000.00	2,174,033.77	-174,033.77	108.70
401 CI CODE, Other					
491 GL CODE: Other 79-50 OBJECT: Revenue - Prior Yea	a r				
00	0.00	0.00	199,791.56	-199,791.56	N/A
* 79-50 Subtotal	0.00	0.00	199,791.56	-199,791.56	N/2
79-70 OBJECT: Sales - Miscellane	0116				
00	0.00	0.00	10,500.00	-10,500.00	N/A
* 79-70 Subtotal	0.00	0.00	10,500.00	-10,500.00	N/2
** 491 Subtotal	0.00	0.00	210,291.56	-210,291.56	N/2
			-,	.,	3., 2
492 GL CODE: Other Revenue 79-90 OBJECT: Miscellaneous					
00 OBJECT: MISCEITANEOUS	0.00	0.00	564.06	-564.06	N/Z
* 79-90 Subtotal	0.00	0.00	564.06	-564.06	N/2

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Fiscal Year: 2024

Selection Criteria: See Cover Page

South Lake County Fire Protection District

Cost Accounting Management System
Budget Revenue Ledger Report

	Orig Budget	Adj Budget	YTD Revenues	Unrealized Bal	% Realized
357-9557 (Budget Rev Acct) FUND: So Lk	Co Fire Prot Dis	st / BUDGET UNI	T: So Lk Co Fir	e Prot Dist	
492 GL CODE: Other Revenue 79-91 OBJECT: Cancelled Checks					
00	0.00	0.00	0.00	0.00	N/A
* 79-91 Subtotal	0.00	0.00	0.00	0.00	N/A
79-92 OBJECT: Insurance Rebates					
00	0.00	0.00	5,236.87	-5,236.87	N/A
* 79-92 Subtotal	0.00	0.00	5,236.87	-5,236.87	N/A
79-93 OBJECT: Insurance Proceeds					
00	0.00	0.00	0.00	0.00	N/A
* 79-93 Subtotal	0.00	0.00	0.00	0.00	N/A
** 492 Subtotal	0.00	0.00	5,800.93	-5,800.93	N/A
502 GL CODE: Operating Transfers					
81-22 OBJECT: In					
00	0.00	227,186.00	227,186.00	0.00	100.00
* 81-22 Subtotal	0.00	227,186.00	227,186.00	0.00	100.00
81-23 OBJECT: Out					
00	0.00	0.00	0.00	0.00	N/A
* 81-23 Subtotal	0.00	0.00	0.00	0.00	N/A
** 502 Subtotal	0.00	227,186.00	227,186.00	0.00	100.00
*** 357-9557 Subtotal	4,284,080.00	5,347,947.00	6,453,406.35	-1,105,459.35	120.67
**** Grand Total	4,284,080.00	5,347,947.00	6,453,406.35	-1,105,459.35	120.67

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

**RESOLUTION NO. 2024-25** 03

# A RESOLUTION CERTIFYING AND REQUESTING COUNTY OF LAKE COLLECT SPECIAL TAX (DIRECT ASSESSMENTS) ON THE 2024-2025 COUNTY TAX ROLLS

**RESOLVED**, by the Board of Directors of the South Lake County Fire Protection District that it Finds, Determines, Orders and hereby declares THAT:

- 1) On November 6, 2018, the voters of the South Lake County Fire Protection District approved a special tax levy Ordinance No. 2018-19 01, authorizing the District to impose and levy a special tax, applied to a number of 8736 assessments, for a total of \$ 2,318,756.40, attached hereto as Exhibit "A".
- 2) This Board, for and on behalf of South Lake County Fire Protection District authorizes and directs Fire Chief, or designee, to certify and request County of Lake collect special tax on the 2024-2025 County Tax roll, and to make adjustments of special tax as the Fire Chief, or designee, deems appropriate.

THIS RESOLUTION was introduced and adopted by the Board of Directors of the South Lake County Fire Protection District on the 20<sup>th</sup> day of August, 2024, by the following vote:

AYES:

NOES: 29

30

33

34 35

31 ABSENT OR NOT VOTING:

32

BY: SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT JIM COMISKY, President, Board of Directors

36 ATTEST: Gloria Fong, Clerk to the Board of Directors

## **EXHIBIT 'A'**

## LAKE COUNTY AUDITOR-CONTROLLER

**FY** \_\_\_ 2024-2025

## SECURED DIRECT ASSESSMENT CERTIFICATION

**Deadline:** Submit any time, but no later than **August 10th** 

To: Lake County Auditor-Controller 255 North Forbes Street Lakeport, CA 95451

SOUTH LAKE COUNTY FIRE, 99700 District Name & Direct Charge #:	
Gloria Fong Primary Contact Name:	707-987-3089 ext 3 Phone:
gloria.fong@fire.ca.gov	
Paul Duncan Secondary Contact Name:	Phone:
paul.duncan@fire.ca.gov Email:	
8736	f Assessments Charged:2318756.40
Upon satisfactory proof, Revenue and Taxation (R& T) Code section 49 portion of any tax, penalty or cost if it was levied or charged: 1) More the cancelled portion of an assessment that has been decreased pursuant exist on the lien date; 5) On property annexed after lien date by the public entity; 7) On that portion of an assessment in excess of the Assessor pursuant to R & T code section 469.	nan once; 2) Erroneously or illegally; 3) On the to a correction; 4) On property that did not lic entity owing it; 6) On property acquired by
Furthermore, upon the recommendation of the Tax Collector, R & T C cancel "any tax bill if the amount is so small as not to justify the cost of c assessmentsof any tax bill which is cancelled pursuant to this section m will result in an adjustment to current tax apportionments. (See R & T C	ollection. Any penalties, costs, fees, or special nay also be cancelled." Any tax bill so cancelled
The City/District certifies that it has read and understands the above property tax apportionments if tax bills are cancelled. The City/Distriapplicable laws prior to imposing these taxes/fees/assessments and agrelease the County from any and all actions, claims, and damages aris lawsuit alleging that the City/District unlawfully imposed the taxes/fees	ct also certifies that it has complied with all rees to defend, indemnify, hold harmless and ing out of or in connection with any claim or
The City/District certifies that the parcel data and taxes/fees/assed District's satisfaction. The City/District requests placement of the City/ County tax statements and agrees to the County's posted cost recovery	District's taxes/fees/assessments on the Lake
City/District approval of the complete listing, including all modif	ications, in electronic form and on hard copy.
Preparer Signature: Strong Print Name: Gloria F	ong 08/10/2024 Date:
Chair/Vice Chair Signature:	nisky Date: 08/10/2024

Please mail the original Direct Assessment Certification form to the address listed above. Email a copy to Peter Bazzano at <a href="mailto:peter.bazzano@lakecountyca.gov">peter.bazzano@lakecountyca.gov</a> along with the completed electronic listing of your assessments.

# PROPOSITION 218 CERTIFICATION OF ASSESSMENT

South Lake County Fire Protection District The hereby certifies that the special assessment(s) to be placed
on the 2023-24 Secured Tax bill by South Lake County Fire Protection District meets the requirements of
Proposition 218 that added Articles XIIC and XIID to the State Constitution.
South Lake County Fire Protection District 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 South Lake County Fire Protection District 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
property taxes, special taxes, fees, or assessments.
DISTRICT:
BY: Jim Comisky 85137C4DF4A9443
PRINT NAME: Jim Comisky
President, Board of Directors
DATE: 8/10/2024

## NAPA COUNTY AGREEMENT NO. \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 1st day of August 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT, a special district whose mailing address is P.O. Box 1360, Middletown, CA 95461, hereinafter referred to as "DISTRICT."

## **RECITALS**

**WHEREAS**, COUNTY is a general law county with authority to provide for the prevention and suppression of fires and emergency medical response within those areas of Napa County not located within the boundaries of municipalities or fire protection districts and to that end contracts with the California State Department of Forestry and Fire Protection to provide first response emergency medical services, rescue and fire suppression and protection services to such areas of COUNTY; and

**WHEREAS,** DISTRICT has authority to provide for the prevention and suppression of fires and emergency medical response within the DISTRICT and to that end maintains a fire department to provide emergency medical, rescue, education, prevention, and fire suppression and protection services within its jurisdiction; and

**WHEREAS,** in the unincorporated area ("Zones") outside the jurisdiction of CITY, as described and shown on the map entitled "Napa County Fire Zone Map" attached hereto as Exhibit "A" and made a part hereof, there are a number of inhabitants who live and work in residential, industrial, commercial, and other structures for whom COUNTY desires to enhance the provision of emergency medical service, rescue, and fire suppression and protection services; and

**WHEREAS,** to provide such enhanced services, COUNTY desires DISTRICT, pursuant to Government Code section 55632, to provide emergency medical, rescue, and fire suppression and protection services within the Zones on the terms and conditions set forth herein; and

**WHEREAS**, DISTRICT has authority under Government Code section 55632 to provide and is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

## **TERMS**

**NOW, THEREFORE**, COUNTY hereby engages the services of DISTRICT, and DISTRICT agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

- 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of DISTRICT to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
- **2. Scope of Services.** DISTRICT shall provide COUNTY those services set forth in Exhibit "B" to be performed in the unincorporated Zone area of COUNTY as identified in Exhibit "A." Said Exhibits are attached hereto and incorporated by reference herein.
- 3. **Compensation.** In consideration of DISTRICT's fulfillment of the promised work, COUNTY shall pay DISTRICT at the rates set forth in Exhibits "C" and "D," attached hereto and incorporated by reference herein. All payments for compensation to DISTRICT shall be made only upon presentation to COUNTY by CONTRACTOR of an itemized billing invoice in a form acceptable to COUNTY.

## 4. **Method of Payment.**

- (a) <u>Professional Services.</u> All payments for compensation and reimbursement for expenses shall be made only upon presentation by DISTRICT to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, DISTRICT's name, address, and an itemization of the response to emergencies which will include at a minimum the date and incident number of the emergency.
- (b) DISTRICT shall submit invoices not more often than quarterly to the COUNTY Fire Administrator, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.
- 5. **Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. DISTRICT and the officers, agents, and employees of DISTRICT are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which duties imposed on DISTRICT by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by DISTRICT. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to DISTRICT, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, DISTRICT shall be solely responsible for all such payments.

- 6. **Specific Performance.** It is agreed that DISTRICT, including the agents or employees of DISTRICT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by DISTRICT under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by DISTRICT.
- 7. **Insurance.** DISTRICT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
- (a) <u>Workers' Compensation Insurance</u>. To the extent required by law during the term of this Agreement, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
- (b) <u>Liability Insurance</u>. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:
- effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
  - (2) <u>Professional Liability.</u> [RESERVED.]
- (3) <u>Comprehensive Automobile Liability Insurance.</u> Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.
- (c) <u>Certificates of Coverage.</u> Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by DISTRICT with the COUNTY Fire Administrator prior to commencement of performance of any of DISTRICT's duties.

- (1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, DISTRICT shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, DISTRICT shall file with the evidence of coverage an endorsement waiving subrogation.
- (3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of DISTRICT not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of DISTRICT under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall <u>not</u> use the following forms: CG 20 10 10 93 or 03 94.
- (4) Upon request by COUNTY's Risk Manager, DISTRICT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.
- (d) <u>Deductibles/Retentions</u>. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.
- (e) <u>Inclusion in Subcontracts</u>. DISTRICT agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

#### 8. Hold Harmless/Defense/Indemnification.

(a) <u>In General.</u> To the full extent permitted by law, DISTRICT and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out

- of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
- (b) Employee Character and Fitness. DISTRICT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of DISTRICT under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, DISTRICT shall hold COUNTY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or DISTRICT's actions in this regard.
- 9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.
- 10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.
- 11. Disposition of, Title to, and Payment for Work Upon Expiration or Termination.
- (a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:
- (1) To the extent DISTRICT has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to DISTRICT. In addition, to the extent DISTRICT maintains COUNTY data on those portions of digital software hosted by DISTRICT and not controlled by COUNTY ("County data"), DISTRICT shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge

County data from DISTRICT's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by DISTRICT.

- All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although DISTRICT may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by DISTRICT under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with DISTRICT or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, DISTRICT shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at DISTRICT's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.
- (b) DISTRICT shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that DISTRICT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by DISTRICT whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to DISTRICT for purpose of setoff until such time as the exact amount of damages due to COUNTY from DISTRICT is determined.
- 12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- 13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

<u>COUNTY</u> <u>DISTRICT</u>

NAPA COUNTY FIRE ADMINISTRATOR 1195 Third Street, Suite 310 Napa, CA 94559 SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT P.O. Box 1360 21095 Highway 175 Middletown, CA 95461

- 14. Compliance With COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. DISTRICT hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. DISTRICT also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.
- (a) Waste Source Reduction and Recycled Product Content Procurement Policy. Which is found in the Napa County Policy Manual Part I, Section 8D.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment," which is found in the Napa County Policy Manual Part I, Section 37K.
- (c) County of Napa Drug and Alcohol Policy, which is found in the Napa County Policy Manual Part I, Section 37O.
- (d) Napa County Information Technology Use and Security Policy, which is found in the Napa County Policy Manual Part I, Section 31A. To this end, all employees and subcontractors of DISTRICT whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.
- (e) Napa County Workplace Violence Policy, which is located in the County of Napa Policy Manual Part I, Section 37U.

## 15. Confidentiality.

- (a) <u>Maintenance of Confidential Information.</u> Confidential information is defined as all information disclosed to DISTRICT which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. DISTRICT shall hold all such information as DISTRICT may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Fire Administrator. Upon cancellation or expiration of this Agreement, DISTRICT shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that DISTRICT may retain for its files a copy of DISTRICT's work product if such product has been made available to the public by COUNTY.
- (b) <u>Protection of Personally Identifiable Information and Protected Health</u> Information.
- (1) To the extent DISTRICT is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as

- "Protected Information"), DISTRICT shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. DISTRICT shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, DISTRICT. Additionally, DISTRICT shall only access, use, or disclose COUNTY Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with COUNTY. Any other access, use or disclosure of COUNTY Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents, or devices containing COUNTY Protected Information from a COUNTY facility; the unauthorized transmission of COUNTY Protected Information via email, fax, or other means; and the discussion of such information with other individuals (including other DISTRICT or COUNTY employees) who do not have a COUNTY-approved business reason to obtain the information.
- DISTRICT shall ensure that its staff and any third-party organizations or individuals that it engages to perform services in conjunction with the terms if this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological, and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, DISTRICT shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.
- (3) DISTRICT agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware. This includes instances wherein DISTRICT encounters unsecured Protected Information in areas where DISTRICT employees are performing services.
- (4) DISTRICT will be responsible for all costs associated with DISTRICT's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the COUNTY of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules, or regulations applicable at the time of the breach.

## 16. No Assignments or Subcontracts.

- (a) <u>In General.</u> A consideration of this Agreement is the personal reputation of DISTRICT; therefore, DISTRICT shall not assign any interest in this Agreement or subcontract any of the services DISTRICT is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by DISTRICT, or to perform any of the remaining services required under this Agreement within the same time frame required of DISTRICT shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the Napa County Fire Administrator may give the consent of COUNTY.
- (b) <u>Effect of Change in Status.</u> If DISTRICT changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall

be viewed as an attempted assignment of this Agreement by DISTRICT. Failure of DISTRICT to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing with the prior written consent of both parties. Failure of DISTRICT to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

## 18. Interpretation; Venue.

- (a) <u>Interpretation.</u> The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- (b) <u>Venue.</u> This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.
- 19. **Compliance with Laws.** DISTRICT shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. DISTRICT shall comply immediately with all directives issued by COUNTY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.
- 20. **Taxes.** DISTRICT agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. DISTRICT agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of DISTRICT's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, DISTRICT agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.
- 21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of DISTRICT which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, DISTRICT shall maintain all required records for at least seven (7) years after COUNTY makes final

payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** DISTRICT and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

#### 23. Conflict of Interest.

- (a) <u>Covenant of No Undisclosed Conflict</u>. DISTRICT hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by DISTRICT of such conflict. DISTRICT further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. DISTRICT agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to DISTRICT under this Agreement.
- (b) <u>Statements of Economic Interest.</u> In performing the scope of services, one or more individuals of DISTRICT's organization will make, or participate in making, a "governmental decision" as described in the California Code of Regulations, title 2, section 18704, or will perform the same or substantially all the same duties for COUNTY that would otherwise be performed by a COUNTY employee holding a position specified in County's conflict of interest code. DISTRICT shall ensure those individuals identified by COUNTY prepare statements of economic interests on Fair Political Practices Commission Form 700 and file them with COUNTY. Each individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of COUNTY's notification that the individuals are subject to the conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to the conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.
- 24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.
- 25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
- 26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

- 27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.
- 28. **Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors, and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events.

# 29. **Special Terms and Conditions.** [RESERVED]

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

	SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT, a special district
	By JIM COMISKY, President, Board of Directors
	"DISTRICT"
APPROVED AS TO FORM:	ATTEST:
Bill Adams, Legal Counsel	Gloria Fong, Clerk to the Board of Directors
	NAPA COUNTY, a political subdivision of the State of California
	By JOELLE GALLAGHER, Chair of the Board of Supervisors

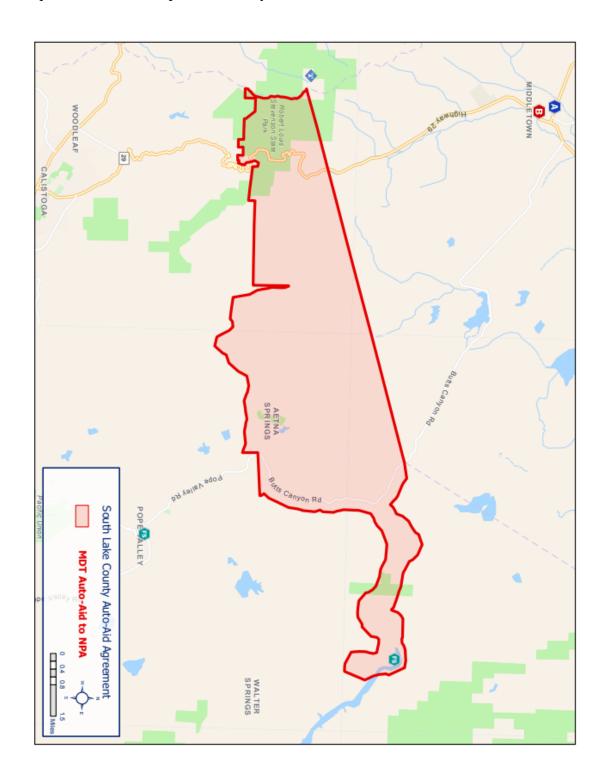
# "COUNTY"

APPROVED AS TO FORM	APPROVED BY THE	ATTEST: NEHA HOSKINS
Office of County Counsel	NAPA COUNTY	Clerk of the Board of Supervisors
	BOARD OF SUPERVISORS	
By:		
	Date:	By:
Date: _	Processed By:	
PL Doc No: 117205		
	Deputy Clerk of the Board	

# **EXHIBIT "A"**

# $\frac{\text{SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT AND NAPA COUNTY FIRE}}{\text{CONTRACT AREA}}$

See map attached and incorporated here by reference.



#### **EXHIBIT "B"**

# **SCOPE OF WORK**

## I. DESCRIPTION OF SERVICES

## A. SERVICES TO BE PROVIDED BY DISTRICT:

- 1. Staffing: DISTRICT shall respond with minimum staffing of two persons on one fire apparatus to calls as set forth in the AREAS indicated in EXHIBIT "A". Any additional staffing and/or response shall not be part of this Agreement.
- 2. Response: DISTRICT shall provide one fire apparatus vehicle as appropriate for calls within the defined response AREAS as set forth in Exhibit "A" when CAL FIRE resources are not available to respond. This will primarily occur during the winter preparedness period from approximately October 15 until May 15. This timeframe will vary from year to year. The DISTRICT shall handle the COUNTY call in its entirety if only one fire apparatus vehicle is needed to mitigate the emergency. In the event of a conflict between the need for emergency medical service, rescue, or fire protection service within the DISTRICT and within the AREAS identified in EXHIBIT "A" the needs within the DISTRICT shall be given first priority.
- **3. Mutual Aid:** This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement. The DISTRICT shall respond to mutual aid requests with appropriate apparatus as available.

## B. SERVICES TO BE PROVIDED BY THE COUNTY:

1. Mutual Aid: This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement. COUNTY shall respond to mutual aid requests from DISTRICT with appropriate apparatus as available.

## C. Both COUNTY AND CALISTOGA shall:

- 1. Initial command shall be established by the first arriving unit at an incident regardless of legal jurisdiction. Flexibility for the transfer of command to the agency having legal jurisdiction shall be at the discretion of the agency having legal jurisdiction.
- **2.** Upon arrival, based upon the conditions present, the Incident Commander shall have full authority to commit resources as appropriate from both agencies.

- **3.** Identify the Incident Commander, who will provide sufficient information to the Emergency Command Center (ECC) concerning the status of the incident.
- D. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by DISTRICT for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## **EXHIBIT "C"**

# **COMPENSATION AND EXPENSE REIMBURSEMENT**

The following outlines the compensation for services outlined in this Agreement between the DISTRICT and the COUNTY:

## **COUNTY:**

- 1. The COUNTY will compensate the DISTRICT at a rate of \$482.76 per call per the table below. These figures are based on current agreement with Cal OES for emergency assignments across the State as identified in EXHIBIT "C".
- 2. The compensation rates per call will be adjusted annually or at such time the DISTRICT presents the COUNTY with an updated rate sheet with revised reimbursement rates per Cal OES agreements for the life of this agreement. Updated compensation rates will take effect upon approval by the COUNTY for these revised reimbursement rates, and the updated rate sheet will be added to this agreement as EXHIBIT "C".
- 3. The base contract shall compensate the DISTRICT for responding to 50 calls per year in the contract area for a total of \$24,138.00 per year for the contract, based on one hour per call. If the response into the contract area exceeds 50 calls annually, the COUNTY shall compensate the DISTRICT at a rate of \$482.76 per call for each response.

OES Contract Year	Apparatus	Fire Chief	Captain	Engineer	Firefighter	TOTAL
FY 24/25	\$340.14	\$41.28	\$41.28	\$31.28	\$28.78	\$482.76

Note: Fire Chief value was not specified in OES Agreement – have utilized Fire Captain rate as a replacement.

# EXHIBIT "D"

CURRENT RATE SHEET AGREEMENT BETWEEN DISTRICT AND CAL OES	<b>CURRENT RATE SHEE</b>	AGREEMENT	BETWEEN D	DISTRICT AND	CAL OES
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## **SALARY SURVEY**

for

# AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

(California Fire Assistance Agreement)

Start Date: 08/14/2024 End Date: Status: Reviewed

Agency 3-Letter MACS I.D.:	Agency / Department Name:
MDT	South Lake County Fire Protection District

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement. The chart below reflects the hourly Salary Rate, or Base Rate submitted for each classification used by your agency.

Classification Title	Base Rates	Are you Utilizing the Base Rate?	Are you adding WC/UI?	Salary Rate (ST)
Chief	\$34.59	Yes	No	\$34.59
Deputy Chief	\$34.59	Yes	No	\$34.59
Division Chief	\$34.59	Yes	No	\$34.59
Assistant Chief	\$34.59	Yes	No	\$34.59
Battalion Chief	\$34.59	Yes	No	\$34.59
Co. Officer/Capt./Lt.	\$27.77	No	No	\$45.45
App. Officer/Eng	\$27.77	No	No	\$34.83
Firefighter/FF-PMedic	\$27.77	No	No	\$29.09

NOTE: These rates are not effective until the date they are received by Cal OES. What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Name	Authorized Representative	Date
Matt Ryan	MCRyan	08/14/2024

Printed Date: 08/15/2024 12:12



MARCH 1, 2024

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES

SUBJECT: Updated 2024 Rate Letter effective March 1, 2024, for any and all California Fire

Assistance Agreement (CFAA) orders and requests.

## Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the CFAA for the period beginning March 1, 2024.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

Overhead at or above Strike Team/Task Force Leader: \$34.59 (ST) \$51.89 (OT) per hour

 Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee):

\$27.77 (ST) \$41.66 (OT) per hour

NOTE: Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and one half at invoicing for base rates. Both straight and overtime rates are reflected above.

The following apparatus rates will apply to responses effective at the time of initial dispatch:

There is a 16-hour maximum allowable charge per 24-hour period from the time of initial dispatch:

Emergency Apparatus Rates			
Typing	Hourly		
Type I	\$173.47		
Type II	\$163.55		
Type III	\$156.74		
Type IV – VII	\$150.47		
Water Tender Tactical I	\$148.07		
Water Tender Tactical II	\$127.21		

Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment:

Support Equipment Rates			
Government Owned Vehicles Daily			
Sedan	\$226.00		
Pickup	\$166.00		
Van	\$309.00		
SUV	\$279.00		
Other (3/4 ton & above)	\$265.00		

Privately Owned Vehicle rate will be reimbursed on a per mile basis:

Privately Owned Vehicle Rate			
\$0.655			

Rental Vehicle rates will be reimbursed using the state rates below based on incident position. Class types in the Rent-A-Truck Rates section will be charged an additional \$.20 per mile for all miles travelled\*:

Rent-A-Car Rates				
Class Type	Daily	Weekly		
Compact Sedan	\$40.54	\$170.28		
Mid-Size/Intermediate	\$40.54	\$170.28		
Standard Sedan	\$41.89	\$175.92		
Full Size Sedan	\$41.89	\$175.92		
Hybrid Electric Vehicle	\$50.48	\$252.39		
Plug-In Hybrid/Zero Emission	\$58.00	\$289.98		
Compact SUV	\$59.07	\$295.35		
Medium SUV	\$80.55	\$402.75		
Compact Pickup Truck / 1/2-ton	\$69.81	\$322.20		
Pickup Truck				
	ruck Rates*			
3/4 Ton Pickup Truck w/Tow	\$91.29	\$547.74		
1-Ton Truck	\$107.41	\$644.40		
Mini Van	\$59.07	\$295.35		
Large Van	\$134.25	\$671.25		
Mini-Cargo Van	\$77.46	\$387.28		
15' Cutaway Box Van w/Ramp	\$82.15	\$410.76		
16' Box Truck	\$99.75	\$498.77		
24' Box Truck	\$117.36	\$586.79		
26' Box Truck	\$117.36	\$586.79		
14' – 16' Stake Bed	\$99.75	\$498.77		
20' – 24' Stake Bed	\$117.36	\$586.78		

Lodging, Meals, and Incidentals will be reimbursed at the rates below:

	Lodging Rate				
ĺ	\$184.00				
	*Reimbursed up to a ceiling of 150%				

Meal and Incidental Rates				
Breakfast	\$17.00			
Lunch	\$18.00			
Dinner	\$34.00			
Incidentals	\$5.00			

The de minimis administrative rate will be added to the total of approved reimbursements unless an agency specific rate is submitted:

De minimis Administrative Rate	
10.00%	

## **REQUIRED SIGNATURE:**

Fire agency's authorized representative **MUST** sign all required rates and forms in <u>MARS</u>, to the best of their knowledge and belief, and **UNDER PENALTY OF PERJURY**, the annual salary survey agreeing to comply with the terms and conditions of the Agreement, as well as the cooperator agency's internal accounting and expense reimbursement standards. Fire agencies will be required to accept either the base rate(s), and/or the fire agency's salary rates through the required signature process.

The CFAA requires each local fire agency to provide a yearly salary survey. If the California Governor's Office of Emergency Services (Cal OES) does not receive a signed 2024 Salary Survey from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice back to your agency for payment for any responses ordered and requested through the CFAA.

#### **REVIEW:**

Fire agencies will be required upon request to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the fire agency will have thirty (30) calendar days to provide Cal OES with required information. The process does not supersede the Examination and Audit process as outlined in this Agreement.

For any questions regarding the updated March 1, 2024 annual Rate Letter or the <u>Instructions</u> <u>for Completing the Cal OES Salary Survey</u> in MARS, please contact the Fire and Rescue Division support staff at (916) 845-8711 or by email at <u>cfaareimbursement@caloes.ca.gov</u> or <u>MARShelpdesk@caloes.ca.gov</u>. If you have questions regarding the management and oversight of the CFAA, please contact Deputy Chief Lori Lopez at <u>lori.lopez@caloes.ca.gov</u>.

Sincerely,

Lori Lopez

Deputy Chief of Administration

California Governor's Office of Emergency Services

Fire and Rescue Division



# **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:** August 16, 2024

**TO:** Board of Directors

**FROM:** Gloria Fong

Staff Services Analyst

**SUBJECT:** Intergovernmental Agreement Regarding Transfer of Public Funds

Subject item is attached for Board approval and to rescind action taken for last month's item 7c-Amendment with Partnership HealthPlan for Participation in the Voluntary Rate Range Program and transfer of funds to Department of Health Care Services (DHCS) via intergovernmental transfer. The attached agreement contains the participation amount of \$190,546 and replaces last month's item that didn't contain an amount.

Included with the subject agreement letter of interest submitted as required per deadline in June, and DHCS' cover letter regarding agreement information and instructions.

A separate item for resolution to cancel reserves will be presented for approval when invoice occurs in October 2024, with payment collection deadline by November 22, 2024, per cover letter instructions.

#### Attachments:

Letter of Interest

DHCS Agreement Information & Instructions Email

Intergovernmental Agreement Regarding Transfer of Public Funds



# **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

June 18, 2024

David Bishop
Acting Division Chief
Capitated Rates Development Division
Department of Health Care Services
1501 Capitol Avenue, MS 4413
P.O. Box 997413
Sacramento, CA 95899-7413

Dear Mr. Bishop:

This letter confirms the interest of **South Lake County Fire Protection District** a governmental entity, Federal I.D. Number 94-2214592, in working with Partnership HealthPlan of California (hereafter, "the MCP") and California Department of Health Care Services (DHCS) to participate in the Voluntary Rat Range Program, including providing an Intergovernmental Transfer (IGT) to DHCS to be used as a portion of the non-federal share of actuarially sound Medi-Cal managed care capitation rate payments incorporated into the contract between the MCP and DHCS for the service period January 1, 2023 through December 31, 2023. This is a non-binding letter, stating our interest in helping to finance health improvements for Medi-Cal beneficiaries receiving services in our jurisdiction. The governmental entity's funds are being provided voluntarily, and the State of California is in no way requiring the governmental entity to provide any funding.

**South Lake County Fire Protection District is** willing to contribute approximately \$237,889 for the Calendar Year 2023 (January 1, 2023 – December 31, 2023) as negotiated with the MCP. We recognize that, unless a waiver is approved by DHCS, there will be an additional 20-percent assessment fee payable to DHCS on the funding amount, for the administrative costs of operating the voluntary rate range program.

The following individual from our organization will serve as the point of communication between our organization, the MCP and DHCS on this issue:

Assistant Fire Chief Paul Duncan 21095 State Hwy 175 PO Box 1360 Middletown, CA 95461 paul.duncan@fire.ca.gov (707) 987-3089 Staff Services Analyst Gloria Fong 21095 State Hwy 175 PO Box 1360 Middletown, CA 95461 gloria.fong@fire.ca.gov (707) 987-3089

I certify that I am authorized to sign this certification on behalf of the governmental entity and that the statements in this letter are true and correct.

Sincerely,

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

MA

DocuSigned by:

Mike Marcucci
Fire Chief

# CY 2023 VRRP IGT Agreement for Signature - South Lake County Fire Protection District

Fri 7/19/2024 11:55 AM

1 attachments (65 KB)
CY 2023 IGT South Lake County Fire Protection District.docx;

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

Good morning South Lake County Fire,

Due to the short timeline to complete the CY 2023 IGT contracts, please prioritize the signing and returning them to us. We need them all back by September 16, 2024.

Welfare and Institutions Code sections 14164 and 14301.4 authorize the Department of Health Care Services (DHCS) to implement a voluntary Rate Range Program relating to the Medi-Cal managed care capitation rate ranges. The funding amounts under the Voluntary Rate Range Program are the nonfederal share of the difference between the Medi-Cal managed care plans' contracted capitation rates and the top of the plans' actuarially sound rate range, as determined by DHCS. The funds voluntarily transferred by the governmental funding entities (counties, cities, special purpose districts, state university teaching hospitals, or any other political subdivision of the state) to DHCS for this program shall be used to fund the nonfederal share of Medi-Cal managed care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code. These funds shall be paid, together with the related federal financial participation, by DHCS to Medi-Cal managed care plans as part of capitation rates for the rating period of Calendar Year (CY) 2023.

DHCS received your letter(s) of interest regarding the Rating Period CY 2023 (January 1, 2023 – December 31, 2023) Voluntary Rate Range Program. Please refer to the attached document titled "Intergovernmental Agreement Regarding Transfer of Public Funds" for the actual contribution per member per month amounts by rate category. Please review the attached agreement, which lists the contacts for your funding entity. If you wish to add anyone or change who is there, please do so now. The agreement also lists your total IGT amount and any amounts not subject to the 20% assessment fee in accordance with Welfare and Institutions Code section 14301.4(d) and 14301.5(b)(4).

Each governmental funding entity that has chosen to participate in the Rating Period CY 2023 Voluntary Rate Range Program must complete the attached Final "Intergovernmental Agreement Regarding Transfer of Public Funds," between the governmental funding entity and DHCS. Complete Section 5 – Notices (individual's name, mailing address and e-mail address), and in the Signature Section, include the name of the governmental funding entity as well as the name and title of the person executing the agreement. All other sections have been completed by DHCS.

DHCS will accept and would <u>prefer</u> DocuSign digital signature(s) on the final agreements. Please obtain the necessary signature(s) and submit via e-mail to <u>Vivian.Beeck@dhcs.ca.gov</u>.

If you need assistance initiating the DocuSign - digitally signed document, the process takes us about 10 minutes to create and send to you, we will need their Name, Title, and Email address. Please contact any one of us: Michael Ha at <u>Michael.Ha@dhcs.ca.gov</u>, or Scott Gale at <u>Scott.Gale@dhcs.ca.gov</u>, or Vivian Beeck at <u>Vivian.Beeck@dhcs.ca.gov</u>; and one of us will assist you.

Please refrain from including and requesting David Bishop's signature while obtaining your organization's signatures. We will obtain his signature separately and send you the executed contract with all signatures.

If your organization requires the use of a "wet signature," please obtain the necessary signature(s) on two (2) originally signed copies of the agreement, and send the signed agreements to <u>Vivian Beeck at DHCS</u> for execution on or before **September 16, 2024**, at:

Vivian Beeck Capitated Rated Development Division California Department of Health Care Services 1501 Capitol Avenue, MS 4413 Sacramento, CA 95814

Please do not submit any agreements/contracts between the <u>health plans and providers</u> related to the Rating Period CY 2023 Voluntary Rate Range Program.

Invoicing for CY 2023 IGT amounts will occur in October 2024, with payment collection deadline by November 22, 2024.

If you have any questions, please feel free to contact us by e-mail at <u>Vivian.Beeck@dhcs.ca.gov</u>, <u>Michael.Jordan@dhcs.ca.gov</u>, <u>Scott.Gale@dhcs.ca.gov</u>, and <u>Michael.Ha@dhcs.ca.gov</u>.

Thank you, Vivian.

**Vivian Beeck** | Staff Services Manager I (Specialist) California Department of Health Care Services Capitated Rates Development Division Email: <u>Vivian.Beeck@dhcs.ca.gov</u>

Phone: (916) 345-8271



**CONFIDENTIALITY NOTICE:** This e-mail and any attachments may contain information which is confidential, sensitive, privileged, proprietary or otherwise protected by law. The information is solely intended for the named recipients, other authorized individuals, or a person responsible for delivering it to the authorized recipients. If you are not an authorized recipient of this message, you are not permitted to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your e-mail inbox, including your deleted items folder.

## INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES ("DHCS") and SOUTH LAKE COUNTY FIRE PROTECTION
DISTRICT ("GOVERNMENTAL FUNDING ENTITY") with respect to the matters set forth below.

The parties agree as follows:

## **AGREEMENT**

## 1. Transfer of Public Funds

- 1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month ("PMPM") contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2023 through December 31, 2023 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.
- 1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal

money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2023 through December 31, 2023 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2023. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

## 2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

- 2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2023 through December 31, 2023, in accordance with section 14301.4 of the Welfare and Institutions Code.
- 2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.
- 2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.
- 2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

## 3. Assessment Fee

- 3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.
- 3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to

determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

## 4. Amendments

- 4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.
- 4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.
- 5. <u>Notices</u>. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Gloria Fong, Staff Services Analyst 21095 State Hwy 175, PO Box 1360 Middletown, CA 95461 (707) 987-3089 x3

## Gloria.Fong@fire.ca.gov

With copies to:

Paul Duncan, Assistant Fire Chief 21095 State Hwy 175, PO Box 1360 Middletown, CA 95461 (707) 987-3089 x1 Paul.Duncan@fire.ca.gov

## To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

## 6. Other Provisions

- 6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.
- 6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

- 6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.
- 6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.
  - 6.5 Time is of the essence in this Agreement.
- 6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.
- 7. <u>State Authority</u>. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.
  - 8. <u>Approval</u>. This Agreement is of no force and effect until signed by the parties.
- 9. <u>Term.</u> This Agreement shall be effective as of January 1, 2023 and shall expire as of June 30, 2026 unless terminated earlier by mutual agreement of the parties.

# **SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT:

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

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

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

David Bishop, Division Chief, Capitated Rates Development Division

# Exhibit 1

Health Plan	Funding Entity	County	Service Period	Participation %
Partnership Health Plan of California	South Lake County Fire Protection District	Regional	1/2023 - 12/2023	0.37%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non- Federal Share)
Child	SIS	\$ 0.01	2,591,827	\$ 25,918
Child	UIS	\$ 0.01	97,541	\$ 975
Adult	SIS	\$ 0.03	1,198,291	\$ 35,949
Adult	UIS	\$ 0.03	165,873	\$ 4,976
ACA Optional Expansion	SIS	\$ 0.01	2,436,431	\$ 24,364
ACA Optional Expansion	UIS	\$ 0.01	216,291	\$ 2,163
SPD	SIS	\$ 0.11	439,967	\$ 48,396
SPD	UIS	\$ 0.08	30,489	\$ 2,439
SPD/Full-Dual	SIS	\$ 0.03	912,959	\$ 27,389
SPD/Full-Dual	UIS	\$ 0.02	2,680	\$ 54
LTC	SIS	\$ 0.10	1,081	\$ 108
LTC	UIS	\$ 0.08	372	\$ 30
LTC/Full-Dual	SIS	\$ 0.03	29,751	\$ 893
LTC/Full-Dual	UIS	\$ 0.02	27	\$ 1
Whole Child Model	SIS	\$ 0.17	98,440	\$ 16,735
Whole Child Model	UIS	\$ 0.07	2,227	\$ 156
Est. FE Total			8,224,247	\$ 190,546

<sup>\*</sup> Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

<sup>\*</sup> FMAP is a weighted blend of multiple FMAPs.



July 25, 2024 CR: #212575

Paul Duncan
Assistant Fire Chief
South Lake County Fire Protection District
PO Box 1360
Middletown, CA 95461

Subject: CR-212575 ImageTrend Interface from Peraton Altaris<sup>TM</sup> CAD at CAL FIRE Sonoma Lake Napa Unit (LNU) to South Lake County Fire Protection District (SLCFPD).

Dear Chief Duncan,

Peraton Inc. ("Peraton") is pleased to provide this quote for the Firm-Fixed Price (FFP) for ImageTrend interface on the Peraton Altaris<sup>TM</sup> CAD system at CAL FIRE LNU Emergency Command Center to send CAD data to SLCFPD ImageTrend environment.

#### Scope of Work

## **Peraton Responsibilities:**

- Implement the CAL FIRE standard ImageTrend interface.
- Provide a project manager who will coordinate the implementation of the ImageTrend interface at LNU. Project manager will provide implementation dates, project schedule and coordination of testing between Peraton, SLCFPD and ImageTrend.
- Assist LNU & SLCFPD in understanding the implementation and CAD data setup requirements.
- Provide resolution of priority 1 and 2 issues if LNU's unique data exposes a new interface issue.
  - Priority 1 & 2 issues are defined as software errors that prevent or substantially interfere with operation of the Peraton installed software for its primary intended purpose on a system wide basis.
- The fields in the list below will be pushed to ImageTrend ePCR. Any request by the customer or ImageTrend to add additional data elements will be considered an enhancement and an additional quote for the work will be provided.

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- Provide break fix maintenance as it pertains to the Altaris<sup>TM</sup> CAD ImageTrend interface.
- Provide customer the Peraton maintenance trouble reporting procedures and applicable email address and phone number for the Peraton Help Desk.

## **South Lake County Fire Protection District Responsibilities:**

- Provide a single point of contact to work with the Peraton project manager.
- Contract directly with ImageTrend to contract for their product, installation & maintenance services.
- Provide Peraton Project Manager with ImageTrend contact information to enable coordination of project implementation.
- Participate in testing of the ImageTrend interface.
- Provide project acceptance and authorization to close out project and move to maintenance phase.
- Once project is moved to Maintenance, Customer will contact Peraton support desk to report any issues with the installed CAD ImageTrend interface.

XML Tag	Data Element	Comments
CadID	A unique identifier for each record is generated by combining the event agency, the event number and the resource id dispatched to the event.	One ePCR record is generated for every dispatched resource.
Agency Number	The CAD event agency.	These must be entered into an ImageTrend Elite table before the data will import.
IncidentNumber	The CAD event number.	
EMSResponseNumber	The CAD Site Incident Number	
PSAP	When the event is created from the E-911 interface, this is the date and time the E-911 record was received by CAD.	
DispatchNotified	The date and time the event was entered in CAD.	
UnitNotifiedByDispatch	The date and time the resource as dispatched in CAD	

XML Tag	Data Element	Comments
UnitEnroute	The date and time the resource was marked enroute in CAD	
InitialResponderArrivedOnScene	The first date and time a resource was marked at the scene in CAD	
UnitArrivedOnScene	The date and time the resource was marked at the scene in CAD	
UnitLeftScene	The date and time the resource was marked as transporting in CAD.	
PatientArrivedAtDestination	The date and time the resource was marked as transport arrived in CAD.	
UnitBackInService	The date and time the resource was removed from the event in CAD	
UnitCanceled	The date and time the resource was removed from the event in CAD via the CX command only.	
SceneStreetAddress	The event's location is parsed, the apartment, city code, and common name are removed. The remainder is placed in this field.	
SceneStreetAddress2	If the location parsing identified a common place name, it is placed in this field.	
SceneApartmentNumber	The apartment information from the event's location is parsed out and placed here.	
SceneCrossStreet	The event's low and high cross street or access point are provided in this field.	
SceneCityName	The city code information from the event's location is parsed out and placed here.	ImageTrend requires a translation table of city codes to city names.
ZoneNumber	The Atom for the incident, when the incident has a verified address.	ImageTrend workbook indicates they want an edit table for this.

XML Tag	Data Element	Comments
GPSLatitude	The latitude of the incident in CAD, when the incident has a verified address.	
GPSLongitude	The longitude of the incident in CAD, when the incident has a verified address.	
EMSUnitNumber	The Resource ID	
EMDPerformed	Yes / No if there is a ProQA invocation attached to the event in CAD.	
EMDCardNumber	The ProQA determinant if there is a ProQA invocation attached to the event in CAD and a determinant was reached.	
DispatchLocation	The Resource's currently assigned response area (home or moved up response area).	
BeginningOdomReading	If an M/miles is found in the resource history chronology TRNS segment for this resource and event, it is provided.	
OnSceneOdomReading	If an M/miles is found in the resource history chronology TRNS segment for this resource and event, it is provided.	
PatientDestinationOdomReading	If an M/miles is found in the resource history chronology TAR segment for this resource and event, it is provided.	
EndingOdomReading	If an M/miles is found in the resource history chronology TCM segment for this resource and event, it is provided.	
PatientDisposition	The last disposition assigned to the incident.	ImageTrend requires a translation table.

XML Tag	Data Element	Comments
DestinationName	If a resource history chronology TRNS segment for this resource and event exist, the location in square braces is pulled out and parsed. The common place name portion is placed in this field.	make this name into a
DestinationStreetAddress	Once the common place name is removed from the transport location (see DestinationName above) the remainder of the address is placed here.	
DestinationCityName	The city code portion of the parsing that resulted in setting a DestinationName is placed here.	
	Elements below are repeated for every person logged into the resource.	
LicensureID	The Employee ID from the PER record for every person logged in to the resource. If the Employee ID field is blank, the CAD PER ID is provided.	
CrewMemberLevel	The rank from the PER record for every person logged in to the resource.	ImageTrend requires a translation table.

## **Project Acceptance**

The project will be deemed accepted and completed by SLCFPD and CAL FIRE LNU when Peraton demonstrates:

- CAD data is being sent from the Altaris<sup>TM</sup> CAD System to the SLCFPD ImageTrend service.
  - o Only the data elements listed above will be available to ImageTrend.

As the acceptance demonstrations are conducted, errors will be documented as bugs. Each bug is assigned a priority based on the nature of the error. The bug will be assigned to the appropriate vendor or agency for resolution and tracked through closure. Below is a definition of bug priorities:

Priority	Definition
1 – Critical	<ul> <li>Major functions non-operational</li> <li>Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.</li> </ul>
2 – High	<ul> <li>Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.</li> <li>Adversely affects the accomplishment of a non-essential Production capability with no known acceptable (practical, realistic, sensible) workaround solution.</li> <li>System wide Outage/performance         <ul> <li>Software anomaly requires a CAD client restart</li> </ul> </li> </ul>
3 – Medium	<ul> <li>Adversely affects the accomplishment of a non-essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.</li> <li>Results in user/operator inconvenience without affecting an essential Production capability</li> </ul>
4 – Low	<ul> <li>Minor Issue which does not adversely affect the accomplishment of any Production capability.</li> <li>Documentation</li> <li>Request for Information</li> <li>Any other issues</li> </ul>

The Firm Fixed Price and Payment for this quote are as follows:

# **Total Price & Payments**

Price and Payment Details	Am	ount	Tot	al Due
Total Price: ImageTrend Installation & Two Years				
Maintenance			\$	11,153.00
Payment Milestones				
At Issuance of Purchase Order			\$	7,000.00
License Fee (100%)	\$	5,000.00		
Implementation (50%)	\$	2,000.00		
At Interface GoLive & Acceptance			\$	3,050.00
Implementation Labor (50%)	\$	2,000.00		
Year 1 Maintenance	\$	1,050.00		
Maintenance Additional Years			\$	1,103.00
Year 2 Maintenance	\$	1,103.00		

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# **Period of Performance:**

# **Estimated Period of Performance**

**Installation Services** 

September 1, 2024 - October 31,2024

Maintenance

Year 1: November 1, 2024 to October 31, 2025

Year 2: November 1, 2025 to October 31, 2026

Actual implementation period will be based on receipt of customer purchase order and availability of Peraton resources.

Maintenance will begin at project acceptance. Maintenance will be renewed on an annual basis and is subject to a 5% year over year increase.

Customer may choose to pay entire project amount of \$11,153.00 upfront at issuance of purchase order. Payment shall be made by the Customer within 30 days of the receipt of an invoice from Peraton.

The attached Peraton First Responder Solution (FRS) General Provisions apply to this quotation unless noted otherwise herein. This quote is valid for ninety days for date of this letter unless extended by Peraton in writing.

We sincerely appreciate the opportunity to respond to the needs of your agency. If you need any additional information, please call me at the number below or Teresa Richardson at (813) 220-9748.

Sincerely,

Cynthia Williams

Contracts Administrator

ia Williams

CC: Teresa Richardson Marin Browning

Chief Scott Melendy Sent via E-Mail to Scott.Melendy@fire.ca.gov

**Date** 

Protection will execute this proposal.	•
South Lake County Fire:	Peraton Inc.:
Signature of Authorized Representative	Signature of Authorized Representative
Name and Title	Name and Title

**Date** 

Upon acceptance of this proposal and the FRS General Provisions, South Lake County Fire



# FIRST RESPONDER SOLUTIONS ("FRS") GENERAL PROVISIONS

#### **Article 1: Definitions**

The following terms shall have the meanings set forth below:

- (a) "Agreement" means the instrument of contracting, such as "Purchase Order," "PO," "Subcontract," or other such type designation, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a master or other overarching agreement that provides for releases (in the form of a Task Order or other such document) the term "Agreement" shall also mean the release document for Work to be performed.
- (b) "Peraton" means the entity identified on the face of the Agreement.
- (c) "Peraton Contract Administrator" means a person authorized by Peraton to administer and/or execute the Agreement.
- (d) "Customer" means the party that receives and accepts a proposal from Peraton.
- (e) "Work" means all required labor, articles, materials, supplies, goods, and services required to be performed this Agreement.

#### **Article 2: Term of Agreement**

The term of this Agreement shall begin upon receipt of Customer's written acceptance of Peraton's Quote and shall continue through the completion of the Work and any maintenance period unless terminated sooner or extended as hereinafter provided.

#### **Article 3: Acceptance of Agreement/Terms and Conditions**

- (a) This Agreement entered into between Peraton and Customer integrates, merges, and supersedes all prior or contemporaneous understandings, agreements, negotiations, or representations, oral or otherwise concerning the subject matter hereof and constitutes the entire agreement between the Parties. No supplement, modification or amendment of the Agreement will be binding unless in writing which states that it is a modification of the Agreement, and which is signed by an authorized representative of each Party who is authorized to amend the Agreement.
- (b) Peraton will not commence services or incur any related expenses unless it has received an executed Agreement or other authorization from Customer expressly authorizing the Work.
- (c) The Parties agree that if this Agreement is transmitted electronically neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.
- (e) The headings and subheadings used in this Agreement are inserted for the convenience of the Parties and ease of reference. The headings and subheadings shall not define, limit, or describe the scope or the intent of the provisions of this Agreement.

### **Article 4: Order of Precedence**

Any inconsistencies in this Agreement shall be resolved in accordance with the following descending order of precedence:



- (1) The terms and conditions set forth in this document.
- (2) The Statement of Work and other specifications incorporated into the Agreement.

#### Article 5: Payments, Taxes, and Duties

- (a) Payment Terms. Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Customer's receipt of the Peraton's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work. Payment shall be deemed to have been made as of the date of mailing Customer's payment or electronic funds transfer.
- (b) *Taxes.* Unless otherwise specified, Customer is responsible for any applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government.
- (c) Hardware and Third-Party Software and Services. 100% of the purchase price for the hardware shall be paid upon delivery to the Customer's site. Partial deliveries, invoicing, and payment based online item pricing provide by Peraton shall be permitted.
- (d) Peraton license fees shall be paid upon acceptance of Peraton quotation or issuance of Purchase Order.
- (e) For late payments

#### **Article 6: Changes**

Customer may request changes to the scope of work, services and/or equipment to be performed or provided by Peraton hereunder. All such changes (which are mutually agreed upon by and between all the parties) shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due Peraton for the change in scope and/or schedule, if any. Peraton shall have no obligation to proceed with any change until such time as Peraton and the Customer have agreed upon the impact on price and schedule and have executed a bilateral written amendment memorializing the change and the price and schedule impacts.

Any delays caused by Customer, including but not limited to any failure to a) timely approve documents as provided herein, b) comply with responsibilities set forth in the implementation plan, c) provide access to facilities or information required by Peraton to perform the Work, or Failure or d) delay in providing Customer furnished equipment

shall be regarded as constructive changes and shall entitle PERATON to an equitable adjustment in price and schedule from the Customer. Should PERATON and Customer be unable to agree on the price impact to PERATON of such delay, such price shall be computed using PERATON's then current time and materials rates.

#### **Article 7: Assignment/Change of Control**

The rights and obligations hereunder, may not be transferred or assigned by one Party without the prior written approval of the other Party hereto. The foregoing shall not apply to assignment to a successor corporation as a result of a merger or a sale of all or substantially all of the assets or stock of that party, provided such merger or sale is not with or to a competitor of any to this Agreement.



### **Article 8: Acceptance**

Unless otherwise specified, the Work subject to this Agreement shall be accepted upon completion of the Work set forth, or upon commencement of beneficial use by Customer whichever occurs first.

#### Article 9: Packaging and Shipping

- (a) Delivery shall be to the location agreed upon by Peraton and the Customer. Unless otherwise specified, Peraton shall deliver all applicable deliverables and hardware in Customer-furnished containers using best commercial practices to the specified Customer's facility (or other facility as may be directed) in accordance with this Agreement.
- (b) A complete packing list shall be enclosed with all shipments. Peraton shall mark containers or packages with necessary lifting, loading, and shipping information, including the Peraton Agreement number, item number(s), dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Agreement number. Peraton shall not insure any shipments nor declare any value on any shipments.

#### **Article 10: New Materials**

- (a) *Definitions.* "Material," as used in this clause, includes, but is not limited to raw material, parts, items, components and end goods. "New," as used in this clause, means previously unused or composed of previously unused materials allowing for typical in-factory or site use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. In addition, New Material is not reconditioned, remanufactured, or of such age or so deteriorated as to impair its usefulness or safety.
- (b) Unless Customer specifies in writing otherwise, Peraton shall deliver New Material under this Agreement that is fully warranted and does not contain any counterfeit material.

#### **Article 11: Entry on Customer's Facility**

Peraton's personnel, including Peraton's subcontractors, shall comply with Customer's applicable security, safety, rules of conduct, badging and related requirements. Prior to entry on Customer's premises, Peraton shall coordinate with Customer for access. Peraton shall provide information reasonably required by Customer to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

#### **Article 12: Commercial Software Licenses**

- (a) <u>Acknowledgment of Ownership</u>. Peraton owns all right, title and interest to the Peraton Software and related documentation (the "Peraton Software"), including all custom modifications, derivative works and all technical and functional designs relating thereto. None of the services hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). Customer shall not disassemble, decompile or reverse engineer the Peraton Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by Peraton.
- (b) <u>Operating License</u>. Subsequent to Acceptance and payment of all amounts due to Peraton by Customer, Customer shall upon Acceptance be granted a paid-up, perpetual, non-exclusive, not transferable operating license in object code form to install, store, load, execute and display (collectively, "Use") the Peraton Software on the Equipment located at the Customer's Operations Center in support of Customer's local area emergency dispatch service. Customer may make one (1) archival copy for back-up purposes. Peraton reserves all rights not expressly granted. This license is for Customer's internal use on the configuration of Equipment specified in the contract under which the software was installed by Peraton. Use by or for the benefit of any third party or on any other configuration of equipment (including upgrades to Equipment or



components thereof, such as upgrading to a higher performance processor) shall require written authorization and payment of additional license fees. This license is for operations use only and does not authorize Customer to make any alterations, adaptations, translations or derivative works. Customer shall execute any standard licensing agreement(s) necessary for any third-party software subject to the above Peraton Quote.

(c) <u>Confidentiality</u>. Customer shall not allow any person, company, governmental agency, consulting firm or any other entity to have access to the software provided hereunder, other than employees of Customer who have a need to have access to such software in order for Customer to utilize such software for the purposes set forth herein. Should Customer allow such access without the express written consent of Peraton then Peraton may terminate Customer's license granted under this Agreement. Disclosure of such proprietary information will cause irreparable injury for which monetary damages will not be a sufficient remedy. Accordingly, in addition to other remedies available at law or in equity, Peraton shall be entitled to temporary or permanent injunctive relief, without the necessity of proving actual damages, to enforce the provisions of this Agreement.

#### **Article 13: Call Priority Definitions:**

Peraton has the sole discretion to determine the call priority level of any problem or defect consistent with the priority descriptions set forth in this Article 13. Peraton shall prioritize the problem reported based on the information reported by the Customer and a determination of the severity of the problem, consistent with the framework set forth below.

Priority	Definition	
1 - Critical	Major functions non-operational.	
	<ul> <li>Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.</li> </ul>	
2 – High	<ul> <li>Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.</li> <li>Adversely affects the accomplishment of a non-essential Production capability with no known acceptable (practical, realistic, sensible) workaround solution.</li> <li>System wide Outage/performance         <ul> <li>Software anomaly requires a CAD client restart.</li> </ul> </li> </ul>	
3 - Medium	<ul> <li>Adversely affects the accomplishment of a non-essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.</li> <li>Results in user/operator inconvenience without affecting an essential Production capability.</li> </ul>	
4 – Low	<ul> <li>Minor Issue which does not adversely affect the accomplishment of any Production capability.</li> <li>Documentation.</li> <li>Request for Information.</li> <li>Any other issues.</li> </ul>	

#### Article 14: Response and Resolution Time for Call Priorities

Peraton shall provide reasonable problem resolution or other technical support through a toll-free telephone support line to the Customer Support Group staffed with technical personnel from 5:30 a.m. through 5:30 p.m. (Pacific Time), Monday through Friday, excluding Peraton holidays; 800.421.7773. The Customer Support Group can also be contacted by email at <a href="mailto:FRS-Support@ngc.com">FRS-Support@ngc.com</a>.



In addition to the normal Customer Support Group hours, the Customer can report emergencies twenty-four hours a day, seven days a week to 800.421.7773. Once reported, problems are logged into Peraton's problem tracking system and the Customer is given a tracking number.

#### **Priority 1 - Critical**

Response time of 30 minutes; worked continuously until resolved (Defects and non-Defects). Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.

#### Priority 2 - High

Response time of 60 minutes; worked continuously until resolved (Defects only).

Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.

#### **Priority 3 - Medium**

One business day response, no guaranteed resolution (Defects only).

Adversely affects the accomplishment of a nonessential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.

#### **Priority 4 - Low**

One business day response, no guaranteed resolution (Defects only).

Minor Issue which does not adversely affect the accomplishment of any Production capability.

Peraton reserves all rights to update and provide corrected documentation. Peraton is under no obligation to correct all software defects.

#### **Article 15: Data Security and Privacy**

- (a) If granted access to Customer's network, Peraton's personnel, including Peraton's subcontractors, shall comply with applicable Customer policies regarding network access. Prior to receiving any such access, Peraton, and any applicable subcontractors, shall be required to sign and abide by Customer's acceptable use policy. Peraton's employees will identify themselves as employees of Peraton. Under no circumstances will Peraton's employees represent themselves as employees of Customer and under no circumstances will Peraton represent that its personnel are employees of Customer.
- (b) Peraton will implement and maintain privacy and security measures and data protection processes and systems sufficient to adequately protect Customer-provided information, data, services, and products consistent with best industry practices and in accordance with the terms of this Agreement.
- (c) Peraton shall only collect, store, transfer, share, view, access or otherwise process data and access Customer information systems to the extent and manner necessary to provide the services, software, or products, in accordance with this Agreement. Any access to or use of Customer's information systems or processing of Customer's data by or on behalf of Peraton for any other purpose shall be deemed a breach of this Agreement by Peraton. Peraton shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Customer data, information system, or product unless authorized in writing by Customer. Peraton shall ensure all processing of data and provisioning of services and products complies with all applicable laws and regulations. If Peraton cannot process the data or provide services or products in accordance with such applicable laws and this Agreement, then Peraton shall immediately notify Customer in writing.
- (d) Peraton will implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/27002, in place to define roles and responsibilities, protect Customer data against a security breach, and to provide services or products which comply with the contractual obligations set out in this Agreement.
- (e) As used in this Section, "Compromise" means that any information provided by Customer has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform this Agreement. If Peraton becomes aware of any Compromise of information provided by Customer to Peraton, its officers, employees, agents, suppliers, or subcontractors, including but not limited to a security breach, inquiry, product security vulnerability, or non-compliance (an



"Incident"), Peraton will take appropriate immediate actions to investigate and contain the Incident and any associated risks, and promptly notifythe Customer. Notification shall be made to the Peraton Cybersecurity via (a) email at Cybersecurity <a href="mailto:cybersecurity@peraton.com">cybersecurity@peraton.com</a> and (b) telephonically to 1-855-675-2265. Peraton shall use commercially reasonable efforts to provide Customer with notification within 12 hours after Peraton becomes aware of a security breach.

- (f) Customer shall cooperation with Peraton in any investigation it may conduct regarding the nature and scope of any Incident.
- (g) All data transmitted by Peraton over any unsecure network or wirelessly (including but not limited to email, instant messaging and web traffic), stored on portable devices, removable media and in transit between Customer's facilities must be encrypted. All Peraton data stored on Information Systems must be encrypted at rest.
- (h) Customer shall maintain a disaster recovery plan for restoring its current and offsite data files processed pursuant to this Agreement. Supplier will be responsible for weekly backups and preservation of any data processed on behalf of Peraton. All backup copies of data shall be treated as confidential.

#### **Article 16: Independent Contractor Relationship**

Peraton's relationship to Customer shall be that of an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Peraton and Customer or Peraton and Customer personnel. Personnel supplied by Peraton hereunder shall be deemed employees of Peraton and shall not for any purposes be considered employees or agents of Customer. Peraton assumes full responsibility for the actions and supervision of such personnel while performing services under this Agreement.

#### **Article 17: Release of Information**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Agreement or the subject matter hereof, will be made by Customer without the prior written approval of Peraton. Customer shall not use any trademark or logo owned by Peraton, in whatever shape or form, without the prior written consent of Peraton.

#### **Article 18: International Trade Compliance**

(a) Both Parties agree to comply and will ensure that all personnel performing under this Agreement comply with all applicable U.S. export, import, re-export control, and trade-related laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations (EAR), 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable; as well as the Foreign Trade Regulations (FTR) and the Office of Foreign Assets Control (OFAC) regulations. Peraton will advise Customer of the export control classification/jurisdiction concerning any commodities, software or technology that they provide. Peraton warrants that: (i) if necessary and upon Customer's request, it will provide Customer with technical specifications concerning commodities, software, technology or services covered by this Agreement sufficient for Customer to determine the appropriate export and import classification of such items under applicable regulations.

Customer is responsible for obtaining their own export authorizations (license, exemption, exception), unless notified otherwise by Peraton. Customer agrees to comply with all export authorization restrictions/provisos and not to exceed the scope of the authorization.



- (a) Peraton agrees to notify Customer if any deliverable under this Agreement is restricted by export control laws or regulations, including without limitation the involvement of any denied or debarred parties under OFAC, licensing requirements under the ITAR or EAR, and technology export controls.
- (b) Customer will not export, re-export or permit the re-export of any items or related technology in violation of any such law or regulation with regard to an ultimate destination of a restricted and/or embargoed country listed by the U.S. Department of State, Department of Commerce or the Department of Treasury and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanctions list; Bureau of Industry and Security's Denied Persons List, Entity List and Unverified List; and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list.
- (c) All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Agreement shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of United States Standard weights and measures.

## **Article 19: Applicable Law and Disputes**

- (a) Any disputes under this Agreement that are not disposed of by mutual agreement of the Parties may be decided by recourse as an action at law or equity.
- (b) This Agreement and any matter arising out of or related to this Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law statutes. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.
- (c) Jurisdiction and venue for any suit between the Parties arising out of or connected with this Agreement, or the goods and services furnished hereunder, shall be in the US District Court for the Eastern District of Virginia or, if no federal jurisdiction, the state courts of Fairfax County, Virginia.
- (d) Customer consents to personal jurisdiction in the Commonwealth of Virginia and any litigation under this Agreement, if commenced by Customer, must be brought exclusively in a Court of competent jurisdiction in Fairfax County, Virginia, without regard to conflicts of law principles. THE PARTIES HEREBY MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY. The rights and remedies herein reserved to Peraton shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

### **Article 20: Compliance with Laws**

In addition, Peraton, in the performance of this Agreement, agrees to the following:

- (a) *Performance*: To perform its obligations in compliance with and in support of all applicable local, state, and federal laws, orders, rules, regulations, declarations, and ordinances including, but not limited to, its obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity, including ensuring nondiscrimination on the basis of age, sex, race, color, religion, disability, national origin, genetic information or veteran status; affirmative action, including developing a written affirmative action program if it meets regulatory size and contract value thresholds defined at 41 CFR 60-2; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
  - (1) In the event the performance of this Agreement requires licenses, permits, or prior approval from any government body, Customer shall procure all licenses or permits, and pay all fees, and other required charges, and shall comply with of all applicable guidelines and directives of any local, state, and/or federal governmental authority. Customer warrants that in all countries in which it does business, its operations and shipments comply with all applicable laws and regulations regarding security.



Customer further represents that it will cooperate with Peraton in taking any actions that Peraton reasonably believes are necessary to comply with the regulatory obligations impacting this Agreement.

- (2) If: (i) Peraton's contract price, cost or fee is reduced; (ii) any fines, penalties, or interest are assessed on Peraton; or (iii) Peraton incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Customer, its officers, employees, agents, suppliers, or subcontractors at any tier, Peraton may proceed as provided for in (4) below.
- (3) Upon the occurrence of any of the circumstances identified in paragraph (2) above, Peraton may request an equitable adjustment (in whole or in part) in the price, cost or fee of this Agreement or any other contract with Customer, and/or may demand payment (in whole or in part) of the corresponding amounts. Customer shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of this Agreement. In the case of withholding(s), Peraton may withhold the same amount from Customer under this Agreement.
- (b) Anti-Corruption: Customer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier, and (iii) the laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Supplier's country or any country where performance of this Agreement will occur.

In carrying out its responsibilities under this Agreement –

- (1) Customer represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist Peraton or Customer in obtaining or retaining business or directing business to any person.
- (2) No owner, partner, officer, director or employee of Customer or of any parent or subsidiary company of Customer is or will become an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Agreement, unless such person obtains the prior written approval of Peraton.
- (3) Customer has not made and will not make, either directly or indirectly, any improper payments.
- (4) Customer has not made and will not make any facilitating payment (as that term is defined in the FCPA) without the prior written approval of Peraton.

#### **Article 21: Termination**

(a) Termination for Cause. If Peraton should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, Customer shall give Peraton ninety (90) calendar days written notice. Upon receipt of such termination notice, Peraton shall be allowed ninety (90) calendar days to cure such deficiencies.



(b) *Termination for Convenience*. The work may be terminated, in whole or in part, by both Parties at its sole discretion upon written notice, whenever, for any reason, Parties shall determine that such termination is in its best interests. Such notice to be effective must be in writing and tendered to either Party at least ninety (90) days prior to the effective date of termination specified therein, during which period Peraton will endeavor to mitigate and minimize costs relating to and/or rising from the termination. Upon receipt of such written notice of termination, Peraton shall within ninety (90) days after the date of termination, submit an invoice for all work performed prior to the effective date of termination and all costs incurred by Peraton (plus a reasonable profit) relating to and/or arising from the work or its termination. Such costs shall include but not limited to: prepaid travel and or travel change charges, restocking fees and termination and settlement of subcontract and subcontract claims and personnel costs relating to employees assigned to the terminated work who are awaiting reassignment for a period not to exceed thirty dates from the effective date of termination. Customer shall pay such invoice within thirty (30) days of receipt.

#### **Article 22: Intellectual Property**

Peraton warrants that the Work performed or delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Peraton agrees to defend, indemnify, and hold harmless Customer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity.

#### Article 23: Warranties; Remedies

(a) Warranties. Unless specified to the contrary in the Scope of Work, for a period commencing on the date of successful completion of the Work, or acceptance by beneficial use, whichever occurs first, and thirty (30) days thereafter, PERATON warrants that (i) the software provided by it under this Agreement shall perform in accordance with the Quote; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be reasonably executed by those who are knowledgeable, trained and experienced in rendering the services required at the time such services are performed. The warranty and maintenance for equipment shall be in accordance with the provisions received from the supplier. No such performance warranties are applicable to Time and Materials quotes.

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, OR CUSTOM OR USAGE OF TRADE.

THIS WARRANTY DOES NOT APPLY IF THE HARDWARE AND/OR SOFTWARE DELIVERED HEREUNDER (A) HAS BEEN ALTERED OR MODIFIED, EXCEPT BY SELLER; (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY SELLER; (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS USED IN ULTRA-HAZARDOUS ACTIVITIES.

(b) Remedies. (1) If, during the warranty period specified in Section a., above, Customer (a) discovers that the equipment provided by PERATON under this Agreement is not in accordance with the express warranty set forth in Section a., and (b) notifies PERATON in writing, of such, then PERATON shall, without charge to Customer and on behalf of Customer, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.



- (2) If, during the warranty period specified in Section a., above, Customer (a) discovers reproducible defects in the software provided by PERATON under this Agreement, such that the software will not perform in accordance with the express warranty set forth in Section a., and (b) notifies PERATON, in writing, of such defects, then PERATON shall, without charge to Customer, correct such defects.
- (3) If, during the warranty period specified in Section a., Customer (a) discovers that the services performed by PERATON under this Agreement had not been performed in accordance with the express warranty set forth in Section (a)., and (b) notifies PERATON in writing of such faulty services, then PERATON shall, without charge to Customer, re-perform such services to the extent necessary to correct the fault therein.
- (4) Every claim that PERATON's goods or services are faulty shall be deemed waived unless such claim is made in writing during the warranty period specified in a. above.
- (5) THE REMEDIES SET FORTH IN THIS SECTION B. ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO THE CUSTOMER RELATING TO WARRANTIES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

# **Article 24: Limitation of Liability and Indemnification**

- (a) LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EACH PARTY'S OBLIGATIONS OF INDEMNIFICATION, INTELLECTUAL PROPERTY INFRINGEMENT AND NON-DISCLOSURE OF PROPRETARY INFORMATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, STRICT LIABILITY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PERATON'S CUMULATIVE LIABILITY TO SUPPLIER WITH RESPECT TO ANY CLAIMS, DEMANDS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THEORY OF LAW, SHALL NOT EXCEED THE TOTAL VALUE OF THE ORDER, OR ORDERS THAT GIVE RISE TO THE CLAIM OR DEMAND.
- (b) Indemnification. Subject to the terms of this Article, each Party hereto (in such capacity, the "Indemnitor") shall indemnify, defend and hold harmless the other Party (in such capacity, the "Indemnitee") from and against any and all claims, demands, suits, judgments, settlements, damages or other losses (including reasonable attorneys' fees and costs of suit) incurred by the Indemnitee (i) as a result of damage to property or injury to person (including death) arising from the negligence or willful misconduct of the Indemnitor, its employees, representatives or agents in the performance of this Agreement; (ii) in connection with a third party claim against the Indemnitee arising as a consequence of the breach by the Indemnitor, its employees, representatives or agents, of any representation warranty or covenant given by the Indemnitor under this Agreement; and (iii) for a violation of applicable laws, regulations or government order. The Indemnitor's obligation to indemnify the Indemnitee hereunder is conditioned on the Indemnitee: (1) giving the Indemnitor prompt written notice of any claim for which indemnification will be sought, (2) allowing the Indemnitor to assume exclusively the control of the defense and settlement of such claim (it being understood that the Indemnitee shall have the right, at its sole cost, to participate in but not control the defense of such claim, with counsel of its own choosing), and (3) cooperating reasonably with the Indemnitor in the defense and settlement of a claim assumed by the Indemnitor hereunder, at the Indemnitor's cost.

#### **Article 25: Nondisclosure of Proprietary Information**

(a) *Definitions*. For purposes of this clause, "Proprietary Information" means confidential, proprietary or non-public information or materials owned or controlled by a Party, including by way of example and not limitation, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings



and models), know-how, algorithms and models, computer software (whether in source or object code form) and documentation related thereto, research, experimental and development work and results therefrom, design details and specifications, technical data, customer information, and business or financial information, including without limitation information related to future business plans, customer solicitations, and initiatives, sources of material and supply and other sensitive business information. Subject to the conditions set forth in the immediately following paragraph, Proprietary Information of a Party (in such capacity, the "Discloser") disclosed or made available to or otherwise accessed by the other Party (the "Recipient") pursuant to the discussions contemplated hereunder shall be considered "Proprietary Information" and subject to the terms and conditions of this Agreement regardless of how disclosed or by what medium or means, including without limitation disclosures effected in writing, by delivery of items, by initiation of access, including, by way of example, in an electronic data repository, or by oral and/or visual presentation.

In order to be deemed Proprietary Information under this Agreement, information or materials comprising or containing a Discloser's Proprietary Information must be conspicuously marked with the Discloser's restrictive legend at the time of disclosure, provided that nothing in the foregoing shall be deemed to render such information or materials non-proprietary if disclosed in non-written form, where the Discloser identifies to the Recipient that such information or material is proprietary at the time of initial disclosure, and, within 14 days thereafter, the Discloser provides the Recipient with written confirmation of the Proprietary Information so disclosed.

Notwithstanding the above, Proprietary Information shall not include any information, data, or materials that:

- (1) are received by or made available to Recipient without restriction from another source, where such source has not breached any duty of confidentiality to Discloser; or
- (2) are or become generally available to the public other than by Recipient's breach of this Agreement; or
- (3) were already known to the Recipient prior to disclosure of the Proprietary Information without obligation of confidentiality, as can be substantiated by written documentation; or
- (4) are independently developed by the Recipient without use of, or access or reference to Discloser's Proprietary Information, as can be substantiated by written documentation.

"Confidential Information" means any information or data disclosed that (i) is marked at the time of disclosure as proprietary or confidential, (ii) is concerning or related to Peraton's or Customer's products (including the discovery, invention, research, improvement, plans, roadmaps, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Peraton Information Systems, Peraton or Customer technical data, Peraton or Customer's customers, the Agreement, any and all pricing information whether or not in the Agreement, (iii) is or concerns any Customer provided information; or (iv) if orally disclosed, is identified at the time of disclosure as proprietary or confidential and is described as such in a written summary delivered to the Supplier within thirty (30) days of disclosure.

(b) Except as expressly provided herein, the Recipient agrees not to use, disclose or otherwise disseminate any Proprietary or Confidential Information of the other Party ("Discloser"). Recipient shall use the same care and discretion in securing and safeguarding the Proprietary or Confidential Information of Discloser as it uses to secure and safeguard its own Proprietary Information, but in no event less than reasonable care. The Recipient also agrees to implement appropriate physical and/or electronic controls to secure Discloser's Proprietary or Confidential Information, to avoid unauthorized or inadvertent disclosure. Recipient further agrees to segregate Discloser's Proprietary Information from its own materials and the material of others, and not to combine or otherwise aggregate, in whole or in part, Discloser's Proprietary or Confidential Information with the information or materials of Recipient or other Persons. Recipient shall



not remove, delete, alter or obscure any proprietary rights legend(s) included in Discloser's Proprietary or Confidential Information.

- (c) Recipient shall use Proprietary or Confidential Information only in connection with discussions, deliberations and analyses related to the purpose of this Agreement and for no other reason.
- (d) Recipient may, as reasonably necessary to fulfill the purpose of this Agreement, reproduce the Discloser's Proprietary or Confidential Information. All copies or other reproductions of Proprietary or Confidential Information, in whole or in part shall be deemed Proprietary or Confidential Information of the applicable Discloser hereunder, and subject to the terms, conditions and restrictions of this Agreement.
- (e) Recipient may disclose Proprietary or Confidential Information to its employees, directors, officers, and agents who have a need to know and/or use such Proprietary Information in furtherance of the performance of this Agreement. Recipient shall, prior to any disclosure or delivery of Discloser's Proprietary or Confidential Information pursuant to this subparagraph (e), obtain from each such person a written agreement binding such person to a duty of confidentiality with respect to such Proprietary or Confidential Information no less restrictive than that applying to Recipient hereunder.
- (f) Recipient shall not provide or disclose a Discloser's Proprietary or Confidential Information to any other person, including for the avoidance of doubt, any affiliate of Recipient, without first (A) obtaining from Discloser consent to such disclosure, and (B) entering into or having in place a non-disclosure and confidentiality agreement with such person obligating such person to maintain the confidentiality of such Proprietary or Confidential Information.
- (g) In the event the Discloser provides written authorization to the Recipient to disclose Proprietary or Confidential Information to the United States government in connection with the above-stated Purpose, the Receiver shall:
  - (1) Identify the Proprietary or Confidential Information as belonging to the Discloser, and
  - (2) Mark the Proprietary or Confidential Information with appropriate restrictive legends as being subject to 18 U.S.C. Section 1905 (Trade Secrets Act), or other relevant laws, to protect the Discloser's rights in the Proprietary Information.
- (h) Recipient may disclose Proprietary or Confidential Information when required by law or directed by an authorized representative of the U.S. government acting within the scope of his or her authority. In such cases the Recipient shall, to the extent permitted by law or regulation: (i) give the Discloser prompt notice; and (ii) make a reasonable effort to obtain appropriate protection; and (iii) provide the Discloser with every available opportunity to challenge, appeal, or seek modification of such order; and (iv) shall identify the Discloser as the source of the Proprietary or Confidential Information; and (v) include all restrictive legends in any released Proprietary or Confidential Information.
- (i) Nothing in this Agreement shall be construed to prevent a Party from:
  - (1) Disclosing Proprietary or Confidential Information constituting trade secrets (as defined at 18 U.S.C. 1839 (De-fend Trade Secrets Act)) of the other, so long as such disclosure: (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or
  - (2) Lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.



(j) Exclusions. The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to the receiving party prior to disclosure by the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received from a third party by the receiving party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law; or (f) is disclosed by the receiving party with the prior written approval of the disclosing party.

#### **Article 26: Insurance**

Peraton, at their own expense, during the term of this Agreement and any Orders, including extensions the insurance outlined below.

- (a) Commercial General Liability Insurance covering bodily injury and property damage arising out of premises, operations, completed operations and products of the Peraton with a limit of no less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractor's Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage. Policies shall be endorsed to name Customer, its directors, officers, and employees, where required by Peraton's contract with its customer, as Additional Insureds.
- (b) Business Automobile Liability: To the extent that automobiles are used in performance of Peraton's duties under this Agreement, Business Automobile Liability policies shall be for an amount of at least \$2,000,000 combined single limit for bodily injury and property damage; \$2,000,000 annual aggregate.
- (c) Workers' Compensation Insurance as required by applicable Federal and State workers' compensation and occupational disease statutes and Employer's Liability Insurance with a limit no less than \$1,000,000 per employee/accident/disease. Where applicable, Peraton shall provide evidence of United States Longshore & Harborworkers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States.
- (d) Professional Liability/Errors and Omissions policies for damages (including financial loss) caused by any acts, errors and omissions arising out of Peraton's performance or failure to perform professional services: \$1,000,000 per claim.
- (e) Any other insurance that is required by Customer or determined to be required upon the review by Peraton, based on the Statement of Work or specifications of this Agreement. Such requirement will be communicated to Customer in writing.

#### **Article 27: Recruitment of Team Member Employees**

It is expressly agreed and understood by the Parties that, during the course of this Agreement, neither Party shall directly or indirectly solicit personnel of the other Party whom the other Party knows or should know are engaged in performance of this Agreement for the purpose of inducing them to join such other Party's employ. The foregoing shall not prohibit either Party from having employment discussions with, or hiring, employees of the other Party who: 1) have terminated employment with the other Party of their own volition; 2) respond to or apply for positions offered through the normal process of general public advertisement; or 3) are hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit such person) not specifically directed to employees of the Parties.

#### **Article 28: Waiver/Cumulative Remedies**

Failure by either party to enforce any of the provisions of this Agreement or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.



#### **Article 29: Equal Opportunity Employer**

Peraton is an equal opportunity employer. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

#### **Article 30: Severability**

Each clause, paragraph and subparagraph of this Agreement is severable. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby. In the event that any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the federal, state, or local government having jurisdiction over this Agreement, Peraton agrees to negotiate a replacement provision, construed to accomplish its originally intended effect that does not violate such law or regulation.

# **Article 31: Survival**

Termination or expiration of this Agreement for any reason shall not release either Party from the liabilities or obligations set forth in said Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including without limitation provisions relating to payment, funding, warranty, indemnification, intellectual property, confidentiality/non-disclosure, compliance with law, disputes, and compliance with applicable law, governing law, insurance, limitation of liability, security, and notices.

Argument/Rebuttal Filed by	(Check One)
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		Governing Board/Director of the School/Special District or member or members of the governing body
		Individual voter who is eligible to vote on the measure
		Bona Fide Association of Citizens
Γ	1	Combination of Voters and Associations

# **Direct Argument In Favor/Against Instructions**

- ▶ Direct Argument shall not exceed 300 words in length.
- ▶ Arguments shall be titled either "Argument In Favor Of Measure \_\_\_\_" or "Argument Against Measure \_\_\_\_".
- ▶ No more than five (5) signatures shall appear with any argument.
- ▶ All arguments must be accompanied by the "Statement That Argument Is True And Correct" (see reverse) as required by Section 9600 of the CA Elections Code.
- ▶ Arguments must be typed and formatted in block paragraph style.
- ▶ Limited use of bolding, CAPITALIZING, underlining, italics, center text, and bullets (small solid circle only) are\ permitted.
- Do not use profanity or other objectionable language.
- ▶ Arguments must be filed with the Lake County Registrar of Voters.
- ▶ Email arguments to elections@lakecountyca.gov in Word or text format.

Only one argument in favor and one argument against a measure shall be selected for printing and distribution with the County Voter Information Guide/Sample Ballot Booklet. The Registrar of Voters will notify the author(s) of selected arguments in writing.

#### Rebuttal to Argument In Favor/Against Instructions

- ▶ Rebuttal Arguments shall not exceed 250 words in length.
- ▶ Rebuttal Arguments shall be titled either "Rebuttal To Argument In Favor Of Measure \_\_\_\_" or "Rebuttal To Argument Against Measure \_\_\_\_".
- ▶ Rebuttal Arguments can be signed by five (5) or fewer authors, of the Direct Argument In favor/Against (Original authors(s) may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument).
- ▶ Same formatting, etc. requirements as submitting an Argument. (see above)

Please attach typed argument to this form. Arguments should be typed in upper and lower case letters. Arguments will be printed exactly as submitted. Spelling, punctuation, and grammatical errors will not be corrected by the Registrar of Voters office. Approved Arguments and Rebuttals will be printed in the County Voter Information Guide/Sample Ballot Booklet. Interested persons are advised to contact the Registrar of Voters office at (707) 263-2372 or by email (elections@lakecountyca.gov) prior to the filing deadline to obtain required forms, additional information and guidelines.

#### ALL PROPONENT(S) AND AUTHOR(S) MUST SIGN THE REVERSE SIDE

# STATEMENT THAT ARGUMENT IS TRUE AND CORRECT

(Elections Code Section 9600)

All arguments concerning measures filed pursuant to Division 9 of the California Elections Code shall be accompanied by this form, signed by each proponent and by each author of the argument. Names and titles listed will be printed in the County Voter Information Guide/Sample Ballot Booklet in the order provided below.

The undersigned pr	roponent(s) or author(s) of the		argument	
		(Direct/Rebuttal to)		(In Favor of/Against)
ballot measure	at the			Election for the
	(Name & Letter/Number)	·	f Election)	
		to be held on	(Election Date)	, 20,
	(District Name)			
hereby state that s	such argument is true and correct to	the best of his/hers/tl	heir knowledge an	d belief.
1.		<del></del>		
Printed Name		Signature		
Title to Appear on	Argument	Date		_
2. Printed Name		Signature		_
Title to Appear on	Argument	Date		
3.				
Printed Name		Signature		
Title to Appear on	Argument	Date		
	3			
4. Printed Name		Signature		
		Ü		
Title to Appear on	Argument	Date		_
5.				
Printed Name		Signature		
Title to Appear on	Argument	Date		
Title to Appear on	Argument	Date		
Important Filing I	nformation:			
1		, am the designated fil	ler of the above tit	led argument/rebuttal.
Please notify m	e of any questions pertaining to thi	s filing, below is my co	ontact information:	· ·
Contact Numbers:				
<del>-</del>				
Email Address:				
Mailing Address:				
Office Use Only:				
NUM	IBER OF WORDS:	DEPUTY:		

## ARGUMENT IN FAVOR OF MEASURE T

Measure T is asking the voters of the South Lake County Fire Protection District to approve a Proposition 4 Spending Limit Override. In the past, this measure has passed with overwhelming Fire District voter support because Measure T **is not a tax increase**, but allows tax monies already collected over and above Proposition 13 (Jarvis-Gann Tax Limit) to be utilized to maintain the Fire District's current level of service.

If this measure does not pass, the Fire District's budget will be reduced by one-third of its current level. The staffing and services of the Fire District will be drastically reduced because it cannot expend funds that have already been collected.

A "YES" vote on Measure T simply allows the Fire District to utilize monies already collected.

# CAL FIRE SINCE 1085 STABLSHED 1925

# **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

# BOARD OF DIRECTORS REGULAR MEETING MINUTES Tuesday, July 16, 2024, at 7:00 p.m. Located at the Middletown Fire Station Board Room, 21095 Highway 175, Middletown, CA 95461

This regular meeting is for the purpose of discussing the following items:

- 1. President Comisky called meeting to order at 7:05pm
- 2. Chief Ryan led pledge of allegiance.
- 3. Present: Directors, Stephanie Cline, Madelyn Martinelli, Vice President Matthew Stephenson, and President Jim Comisky absent: Rob Bostock. Also, present Chief Duncan, Battalion Chief Peter Avansino, Unit Chief Matt Ryan Board Clerk Gloria Fong and Office Tech Karin Collett.
- 4. **Cline/Stephenson Motion** to approve agenda, AYES: Cline ,Martinelli, Stephenson, Comisky. NOES: None. ABSENT: Bostock **MOTIONED CARRIED**.
- 5. Citizens' Input: Any person may speak for three (3) 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. Total period is not to exceed fifteen (15) minutes, unless extended at the discretion of the Board.

None

- 6. Communications:
  - 6.a. Fire Sirens: Chief Duncan I know they have shut down because of the heat.
  - 6.b. Fire Safe Council minutes in communications.
  - 6.c. Volunteer Association: Chief Duncan Todd Fenk cannot make it tonight but, dinner was a very successful and beat last years numbers. Staffing Engines with PCFs in Middletown and the OES, which will be back today. Received 7 applications for next year and scheduling for EVOC.
  - 6.d. Chief's Report Chief Duncan: Welcoming Chief Ryan the new Unit Chief. We are very excited. Chief Ryan: 24 years in fire service, which includes FC at 31 for 4 years. Glad to be part of SLCF. Duncan: north division at peak staffing, Camp crews are out of county. Getting new Captains out and training, fire with the crews. SLCF got the last part for the new GMC, no change in govdeals for cardiac monitors. New Sta 63 meeting short of getting plans for county for the approval process. OES is coming back from Shelly, fire. Operation force should be up and running next week. We have adjusted our medical billing since 2015, we are working on getting those adjusted. Thank you to Will Clark, Gloria and Karin. Medical transports we are looking at bundling those fees to make it more efficient. Martinelli, are we charging for a call in for a sick person. Duncan, yes there could be a charge for that. Duncan we are bringing people back to the fire district we are not billing for any above what the insurance will pay. End of

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report

- 6.e. Finance Report: Gloria Fong, nothing to add. Comparison ytd June, except the rev accounts. Waiting for auditor's office. Carryover 1.8million, which will help offset for this fiscal year. More to come next month for adopted budge.
- 6.f. Directors' activities report,

Martinelli: Wire transfer for July. \$20833.78 end of report

Stephenson: nothing to report

Cline: nothing to report Bostock: not in attendance

Comisky: not of activity for district. FDAC teaching in Windsor another class. Request we got to make time for a strategic plan. We need to know where we are going. We need to do that fiscally projecting. It's our guiding document because we don't have one. We need to change the voicemail, it's really outdated. Appreciated for all the staff. End of report

# 7. Regular Items:

7.a. Consider and approve Resolution No. 2024-25-01, A Resolution Calling for a Special Election for the Purpose of Establishing a New Appropriations Limit. Placed on the agenda by Staff Services Analyst (SSA) Gloria Fong.

Typical override limit 4 years, nothing has really changed. Election Nov 5, 2024. We are asking to spend the money we are already receiving. If no, we will probably be returning 1m back to voters.

Cline/Martinelli motion to approve 7a as written. ayes: Cline Martinelli, Stephenson, Comisky. NOES: None. ABSENT: Bostock. MOTIONED CARRIED

7.b. Consider and approve Agreement with the Siskiyou Joint Community College District for Affiliation with Hospital or Advanced EMS Training Field Internship (replaces expired agreement). Placed on the agenda by Chief Paul Duncan.

Renewal of our intern agreement, that we have had a for a few years.

**Cline/Stephenson motion** to approve 7b as written ayes, Cline, Martinelli, Stephenson, Comisky. NOES: None. ABSENT: Bostock. **MOTIONED CARRIED** 

7.c. Consider and approve Amendment with Partnership HealthPlan for Participation in the Voluntary Rate Range Program and transfer of funds to Department of Health Care Services via intergovernmental transfer. Placed on the agenda by SSA Gloria Fong. This renews, extends the agreement.

Mentioned this at the last meeting, I put this in there so you can see what the expired agreement is, I can have not received new. I will follow up again. You can call for a special meeting, give chief the approve, or table. This is just to participate. Like GEMT, above 3 times the amount. Out of reserves.

**Cline/Stephenson motion** to approve 7c for the Chief to approve participating entities agreement. ayes, Cline Martinelli, Stephenson, Comisky. NOES: None. ABSENT: Bostock. **MOTIONED CARRIED** 

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7.d.LAFCo Fire Protection District's Service Review and Sphere of Influence Update. Placed on the agenda by Chief Paul Duncan.

This is just information. We rewrote most of the South Lake side of it. This is county wide. Comisky it was an interesting read. Second largest budget but lowest Calls.

**Cline/Stephenson motion** to approve 7d as written ayes, Cline Martinelli, Stephenson, Comisky. NOES: None. ABSENT: Bostock. **MOTIONED CARRIED** 

8. Consent Calendar Items: (Approval of consent calendar 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 discussion later.)

Martinelli-water bill at loch Lomond at 818. Gloria, that is the recommended budget amount not the monthly bill. Martinelli, how about the phone for 64 there is no phone. Chief Avansino I will stop and check to see if there is phone. Att. JAMF, Zoom.

- 8.a. Meeting Minutes June
- 8.b. Warrants July
  - 8.c. June end of month Budget Transfer of:
    - 8.c.1. \$500 from professional specialized services account 357-9557-795.23-80 to medical expense account 357-9557-795.19-40 to cover unanticipated expenses in emergency medical supplies.
    - 8.c.2. \$2,600 from professional specialized services account 357-9557-795.23-80 to inventory account 357-9557-795.38-00 to cover unanticipated expenses in inventory.
    - 8.c.3. \$3,800 from insurance account 357-9557-795.03-30 to salaries, wagestemp. account 357-9557-795.01-12 to cover unanticipated expenses in paid call reimbursement.
    - 8.c.4. \$900 from insurance account 357-9557-795.03-30 to salaries, wages-OT account 357-9557-795.01-13 to cover unanticipated expenses in paid call reimbursement.
    - 8.c.5. \$220 from insurance account 357-9557-795.03-30 to FICA/Medicare account 357-9557-795.02-21 to cover unanticipated expenses in FICA/Medicare employer share.

Martinelli/Cline motion to approve consent calendar with 3 additions AYES: Cline Martinelli Stephenson, Comisky. NOES: None. ABSENT: Bostock. MOTION CARRIED.

9. **Cline/Stephenson** Motion to Adjourn Meeting at 7:36p all in attendance in favor.

Peter – PCFs have been great around here big accomplishments for that group. OES has gone out twice already, Wet hires PCFs, big shoutout to all who has been working hard.

Respectfully submitted by Karin Collett Office Technician South Lake County Fire Protection District Cost Accounting Management System Invoice Audit Trail

Detail Report by Vendor, Invoice

Run Date: 08/16/2024 09:06:43pm By: GF

Selection Criteria:

Include Inv Batch No: SLCF 08/232024,SLCF 08/23/2024

Report Template: AP Invoice Report

C:\Apps\Lsladmin\Wincams\Lslfiles\Report\Criteria\AP Invoice Report.rst

Check No	Vendor Name	Invoice	Inv Date	Invoice Description	Budget Exp Acct	Inv Total	Req No / Descr 2
11401	ACTION SANITARY	533643	08/01/2024	HYGIENE SAFETY	357-9557-795-28-30-60	193.05	•
11401	ACTION SANITARY	533681	08/01/2024	PORTABLE TOILET SERVICE	357-9557-795-14-00-60	50.00	
	WILLIAM L ADAMS PC	409	08/02/2024	LEGAL EXPENSE ME 07/31/24	357-9557-795-23-80-SP	303.50	
	AIR EXCHANGE INC	91612637	07/31/2024	EXHAUST SYSTEM REPAIR	357-9557-795-18-00-60	1,439.84	
	JENE MARIE ANDERTON	20	08/14/2024	EMS CONSULTANT	357-9557-795-23-80-AB	1,500.00	
	ARBA	8518SEP2024	08/01/2024	GROUP LIFE FOR PCFS	357-9557-795-03-30-G	191.36	
	ARCHILOGIX	ALX-93125	07/31/2024	ARCHITECTURAL SVCS 07/31/24	357-9557-795-23-80-SP	3,402.48	
	AT AND T	22147576	08/13/2024	TELEPHONE CHARGES ME 08/12/24	357-9557-795-30-00-T4	31.68	
	AT AND T	22147576	08/13/2024	TELEPHONE CHARGES ME 08/12/24	357-9557-795-30-00-T2	65.92	
	AT AND T	22147576	08/13/2024	TELEPHONE CHARGES ME 08/12/24	357-9557-795-30-00-T3	65.92	
	AT AND T	22147576	08/13/2024	TELEPHONE CHARGES ME 08/12/24	357-9557-795-30-00-T0	214.49	
	AT AND T	22147576	08/13/2024	TELEPHONE CHARGES ME 08/12/24	357-9557-795-30-00-TF	30.12	
	CALLAYOMI CO WATER DISTRICT	80 073024	08/08/2024	WATER USAGE	357-9557-795-30-00-W0	1,204.82	
	CALLAYOMI CO WATER DISTRICT	81 073024	08/08/2024	WATER USAGE	357-9557-795-30-00-WF	52.71	
	KANDI COTTER	CLEAN071824	08/14/2024	STATION CLEANING	357-9557-795-14-00-60	250.00	
	COUNTY OF LAKE SOLID WASTE	257 073124	07/31/2024	GARAGE DISPOSAL	357-9557-795-30-00-G0	45.61	
	DIVISION OF OCCUPATIONAL SAFETY & HEA		07/27/2024	PRESSURE VESSEL PERMIT	357-9557-795-28-30-63	195.00	
	EMS TECHNOLOGY SOLUTIONS LLC	62706	08/07/2024	I INVENTORY SOFTWARE YB 08/07/24	357-9557-795-28-30-60	13,680.00	
	FIRE SMART PROMOTIONS	117429	07/22/2024	PUBLIC EDUCATION SUPPLIES	357-9557-795-28-30-PE	366.80	
	BARBARA HORST	HORSTAUG2024	08/10/2024	OPEB REIMBURSEMENT	357-9557-795-03-30-R	624.74	
	LIFE ASSIST INC	95461FDP 073124	07/31/2024	EMS SUPPLIES	357-9557-795-19-40-MS	5,860.81	
	LOCH LOMOND MUTUAL WATER	31 072624	07/26/2024	WATER USAGE	357-9557-795-30-00-W2	125.00	
	DENNIS DAVID MAHONEY	156	07/25/2024	LANDSCAPE SERVICE	357-9557-795-18-00-60	450.00	
	STEVEN MORSE	MORSE071524	07/15/2024	FREIMB DRIVER IA	357-9557-795-29-50-P	175.00	
	DAVE MUNCH	MUNCH081524	08/15/2024	REIMB RECERT EMT	357-9557-795-29-50-P	117.00	
	NORTH COAST EMS	FY24-25	08/05/2024	I ICEMA ACCESS FEE	357-9557-795-28-48-NC	282.00	
	PETERSON MECHANICAL INC	28606	08/14/2024	HVAC REPAIR-LOBBY,OFFICE UNIT	357-9557-795-18-00-60	1,130.00	
	PG AND E	699137074150721	07/22/2024	ELECTRIC CHGS	357-9557-795-30-00-E2	1,399.41	
	PG AND E	699137074150721	07/22/2024	ELECTRIC CHGS	357-9557-795-30-00-EF	371.46	
	PG AND E	699137074150721	07/22/2024	ELECTRIC CHGS	357-9557-795-30-00-E4	330.65	
	PG AND E	699137074150721	07/22/2024	ELECTRIC CHGS	357-9557-795-30-00-E0	2,598.33	
	PG AND E	699137074150721	07/22/2024	ELECTRIC CHGS	357-9557-795-30-00-E3	1,385.98	
	PG AND E	699137074150721	07/22/2024	ELECTRIC CHGS	357-9557-795-30-00-E0	339.44	
	CHIAHAN SHIH	050912040000	08/07/2024	REFUND MITIGATION FEE	050912040000	1,088.00	

Check No Vendor Name	Invoice	Inv Date	Invoice Description	Budget Exp Acct	Inv Total	Req No / Descr 2
SOUTH LAKE COUNTY FIRE PROTECTION D	PPE073124	07/31/2024	PPE073124	357-9557-795-09-00-00	113,924.37	
SOUTH LAKE COUNTY FIRE PROTECTION D	PPE083124EST	07/31/2024	PPE083124EST	357-9557-795-09-00-00	70,000.00	
SOUTH LAKE COUNTY VOL FF ASSOCIATIO	SLCVFA070424	08/15/2024	REIMB OES STAFFING FEEDINGS 07/04 07/06	357-9557-795-13-00-60	229.40	THOMPSON FIRE
SOUTH LAKE COUNTY VOL FF ASSOCIATIO	SLCVFA070424	08/15/2024	REIMB OES STAFFING LODGING	357-9557-795-29-50-P	713.60	THOMPSON FIRE
SOUTH LAKE COUNTY VOL FF ASSOCIATIO	SLCVFA081524	08/15/2024	REIMB OES STAFFING FEEDINGS 07/08-07/14	357-9557-795-13-00-60	518.72	SHELLY FIRE
SOUTH LAKE COUNTY VOL FF ASSOCIATIO	SLCVFA081524	08/15/2024	REIMB OES STAFFING LODGING	357-9557-795-29-50-P	1,588.44	SHELLY FIRE
STATE OF CA GOV OFFICE OF EMRGCY SV	P232411X93010	06/17/2024	MOBILE/HT RADIO MAINT & REPR	357-9557-795-17-00-60	191.00	
STATE OF CA GOV OFFICE OF EMRGCY SV	P232412X93010	07/05/2024	MOBILE/HT RADIO MAINT & REPR	357-9557-795-17-00-60	764.00	
WITTMAN ENTERPRISES	2406043	07/23/2024	AMBULANCE BILLING JUNE 2024	357-9557-795-23-80-AB	3,510.11	
US BANK			VARIOUS ((SEE ATTACHED)		381.03	
U.S.BANK			VARIOUS ((SEE ATTACHED)		19,311.57	
				TOTAL	250,693.36	

Check No	Merchant Vendor Name MOUNTAIN MIKES PIZZA	Invoice 118	Inv Date Invoice Description 07/16/2024 MEALS INSTRUCTIONAL CADRE	Budget Exp Acct 357-9557-795-28-30-TB	Inv Total Req No / Descr 2 209.53 CAL FIRE TRAINING BUREAU
	AMAZON		07/18/2024 INVENTORY SUPPLIES	357-9557-795-28-30-60 SUBTOTAL	171.50 381.03
	JAMF SOFTWARE LLC	100985806	08/09/2024 DEVICE MGMT SOFTWARE ME 09/09/24	357-9557-795-28-30-60	88.00
	ARMED FORCE PEST CONTROL	102259	07/12/2024 PEST CONTROL SERVICE CALL	357-9557-795-18-00-60	125.00
	ARMED FORCE PEST CONTROL	102719	07/19/2024 PEST CONTROL	357-9557-795-18-00-62	80.00
	ICE WATER CO	120446	07/31/2024 HYDRATION FOR STATIONS	357-9557-795-13-00-60	15.50
	ICE WATER CO	120446	07/31/2024 HYDRATION FOR STATIONS	357-9557-795-13-00-62	7.75
	ICE WATER CO	120446	07/31/2024 HYDRATION FOR STATIONS	357-9557-795-13-00-63	7.75
	ICE WATER CO	120446	07/31/2024 HYDRATION FOR STATIONS	357-9557-795-13-00-60	15.50
	ICE WATER CO	120446	07/31/2024 HYDRATION FOR STATIONS	357-9557-795-13-00-62	15.50
	ICE WATER CO	120446	07/31/2024 HYDRATION FOR STATIONS	357-9557-795-13-00-63	15.50
	MATHESON TRI GAS INC	12299 073124	07/31/2024 MEDICAL OXYGEN	357-9557-795-19-40-O	188.28
	AW EQUIPMENT REPAIR INC	1347	07/01/2024 VEHICLE 90 DAY SERVICE E6031	357-9557-795-17-00-60	225.00
	AW EQUIPMENT REPAIR INC	1348	07/01/2024 VEHICLE 90 DAY SERVICE OES359	357-9557-795-17-00-60	225.00
	AW EQUIPMENT REPAIR INC	1353	07/08/2024 VEHICLE 90 DAY SERVICE WT6011	357-9557-795-17-00-60	225.00
	AW EQUIPMENT REPAIR INC	1354	07/08/2024 VEHICLE 90 DAY SERVICE E6011	357-9557-795-17-00-60	150.00
	AW EQUIPMENT REPAIR INC	1355	07/08/2024 VEHICLE 90 DAY SERVICE WT6211	357-9557-795-17-00-62	225.00
	AW EQUIPMENT REPAIR INC	1356	07/08/2024 VEHICLE 90 DAY SERVICE E6221	357-9557-795-17-00-62	150.00
	AW EQUIPMENT REPAIR INC	1357	07/08/2024 VEHICLE 90 DAY SERVICE E6231	357-9557-795-17-00-62	150.00
	AW EQUIPMENT REPAIR INC	1360	07/08/2024 VEHICLE AC REPAIR E6031	357-9557-795-17-00-60	399.49
	AW EQUIPMENT REPAIR INC	1369	07/16/2024 VEHICLE REPAIR E6031	357-9557-795-17-00-60	825.00
	AW EQUIPMENT REPAIR INC	1370	07/23/2024 VEHICLE REPAIR E6321	357-9557-795-17-00-63	314.61
	AW EQUIPMENT REPAIR INC	1371	07/23/2024 VEHICLE 90 DAY SERVICE E6421	357-9557-795-17-00-64	225.00
	AW EQUIPMENT REPAIR INC	1372	07/23/2024 VEHICLE 90 DAY SERVICE R6031	357-9557-795-17-00-60	225.00
	LAKE COUNTY WASTE SOLUTIONS	176111598U033	08/01/2024 REFUSE/RECYCLE COLLECTION	357-9557-795-30-00-G2	83.38
	LAKE COUNTY WASTE SOLUTIONS	176111608U033	08/01/2024 REFUSE/RECYCLE COLLECTION	357-9557-795-30-00-G0	196.38
	LAKE COUNTY WASTE SOLUTIONS	176111640U033	08/01/2024 REFUSE/RECYCLE COLLECTION	357-9557-795-30-00-G3	72.74
	HARDESTERS	191590 073124	07/31/2024 STATION COVERAGE (WEATHER) FOOD	357-9557-795-13-00-60	83.59
	HARDESTERS	191590 073124	07/31/2024 STATION COVERAGE (WEATHER) FOOD	357-9557-795-13-00-60	135.08
	HARDESTERS	191590 073124	07/31/2024 STATION COVERAGE (WEATHER) FOOD	357-9557-795-13-00-60	38.56
	HARDESTERS	191590 073124	07/31/2024 TOILET REPAIR	357-9557-795-18-00-63	10.29
	LAKE PARTS INC	19588 073124	07/31/2024 E6031 SERVICE PARTS	357-9557-795-17-00-60	187.17
	LAKE PARTS INC	19588 073124	07/31/2024 WT6011 SERVICE PARTS	357-9557-795-17-00-60	443.95
	LAKE PARTS INC	19588 073124	07/31/2024 E6031 SERVICE PARTS	357-9557-795-17-00-60	186.41
	LAKE PARTS INC	19588 073124	07/31/2024 WT6011 SERVICE PARTS	357-9557-795-17-00-60	15.78
	MEDIACOM	30128147 081624	07/07/2024 INTERNET SVC	357-9557-795-30-00-13	105.01
	MEDIACOM	30165883 082624	07/17/2024 INTERNET SVC	357-9557-795-30-00-12	105.01
	MEDIACOM	30173705 082624	07/17/2024 INTERNET SVC	357-9557-795-30-00-10	89.99
	AMAZON	3329055	08/05/2024 MINI FRIDGE REPL	357-9557-795-38-00-60	182.31
	HIDDEN VALLEY LAKE CSD	50050000 073124	08/01/2024 WATER/SEWER	357-9557-795-30-00-W3	234.91
	STERICYCLE INC	8007820004	07/19/2024 MEDICAL WASTE MB 08/01/24	357-9557-795-19-40-MW	99.21
	ZOLL MEDICAL CORPORATION	90102376	07/15/2024 HEART MONITOR, AUTOPULSE, AED	357-9557-795-28-48-60	5,085.94
	ZOLL MEDICAL CORPORATION	90103407	08/15/2024 HEART MONITOR, AUTOPULSE, AED	357-9557-795-28-48-60	5,085.94
	STRYKER	9206472140	06/18/2024 PATIENT LOAD SYSTEM	357-9557-795-28-48-62	562.00
	VERIZON WIRELESS	9967643791	06/26/2024 CELLULAR SVC ME 07/26/24	357-9557-795-12-00-62	1,021.15
	VERIZON WIRELESS	9970070952	07/26/2024 CELLULAR SVC ME 08/26/24	357-9557-795-12-00-62	1,017.90

Check No Merchant Vendor Name Inv Date Invoice Description Inv Total Req No / Descr 2 Invoice **Budget Exp Acct** STREAMLINE SOFTWARE INC D933AAE6-0018 08/01/2024 WEBSITE HOSTING MB 08/01/24 357-9557-795-28-30-60 355.00 08/11/2024 BOARD MTG REMOTE ACS ME 09/10/24 15.99 ZOOM VIDEO COMMUNICATIONS INC INV268510070 357-9557-795-23-80-SP 19,311.57 SUBTOTAL

# READ AND APPROVED BY

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