



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

Notice is Hereby Given, pursuant to California Government Code Section 54956, that the Chairperson of South Lake County Fire Protection District Board of Directors, State of California has called a regular meeting of said Board of Directors to be held on:

Tuesday, November 15, 2022, at 7:00 p.m.
Located at the Middletown Fire Station Board Room,
21095 Highway 175, Middletown, CA 95461

Due to COVID-19, the California Department of Public Health social distance directive is being followed. The meeting is being conducted via videoconference in compliance with AB 361, effective September 16, 2021. To be able to follow and participate in Board of Director’s meeting, you may either join:

from your computer, tablet, or smartphone at:

<https://us02web.zoom.us/j/81420239896>

or by dialing in using your phone: 669-444-9171

Meeting ID: 814 2023 9896

Comments are allowed before any action is taken by the Board on each item. Comments may be made remotely by emailing boardclerk@southlakecountyfire.org, via ZOOM videoconference, or phone application.

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

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:
4. Motion to approve agenda:
MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___
5. Consideration of approval of videoconference option under AB 361. Board will consider approval of findings that there remains a State proclaimed COVID 19 health emergency and local officials continue to impose or recommend measures to promote social distancing.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

6. 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.
7. Communications:
 - 7.a. Fire Sirens
 - 7.b. Fire Safe Council
 - 7.c. Volunteer Association
 - 7.d. Chief's Report
 - 7.e. Finance Report
 - 7.f. Directors' activities report
8. Regular Items:
 - 8.a. Consideration for Fire Impact Fee Nexus Study in an amount not to exceed \$20,000 and authorize Chief to enter and execute a contract with either NBS or SCI Consulting. Placed on the agenda by Staff Services Analyst Gloria Fong.
MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___
 - 8.b. Consideration for Memorandum of Understanding for Helicopter Dip Tank. Placed on the agenda by Chief Paul Duncan.
MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___
 - 8.c. Consideration for Resolution 2022-23-16, A Resolution to Accept and Enter Into Agreement with Sacramento Metropolitan Fire District for Recovery of Administrative Costs for Implementation and Recover of Ground Emergency Medical Transportation Payments for Term commencing July 1, 2022 to June 30, 2023. Placed on the agenda by Staff Services Analyst Gloria Fong.
MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___
 - 8.d. Board President to task the Equipment and Facilities Committee with review of new engine(s) purchase, along with deciding on a vendor, working on specs while the chassis is awaiting delivery.
9. 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.)
 - 9.a. September 20, 2022, Regular Meeting Minutes
 - 9.b. Warrants
 - 9.b.1. November
 - 9.b.2. October – corrected

9.c. Resolutions

9.c.1. Amendment to Agreement with Citibank, National Association (NA) for Travel Payment System of the Statewide Travel Program (Resolution No. 2021-22-15)

9.c.2. Amendment to First Amendment to Agreement with Wittman LLC for Ambulance Billing and Collection Services (Resolution 2022-23-15)

10. Motion to Adjourn Meeting:

Posted November 10, 2022 by  Gloria Fong, Clerk to the Board of Directors
AA6C7B669C144F1...

A request for disability-related modification or accommodation necessary to participate in the Board of Directors' Meeting should be made by emailing boardclerk@southlakecountyfire.org at least 48 hours prior to the meeting.

**SOUTH LAKE FIRE SAFE COUNCIL
November 2, 2022
Meeting Agenda**

Call to Order – 2 pm

Previous Meeting Minutes

President's Report

Treasurer's Report

Bank Balance -

Expenses

Income –

Correspondence –

Membership Info –

Committee Reports

Chipping –

Web Site –

Facebook –

Publicity –

Lake County Risk Reduction Authority –

Website Update

Budget Review - 2022

Budget Proposal - 2023

Agenda Items for Next Meeting

Chief Notes 11/9/2022

North Division Operations:

A successful burn in the Air Curtain Incinerator was pulled off. Items and changes are identified with each ignition, then incorporated into the operation. The location is sufficiently loaded with material, and as we get favorable weather, the machine will be used more.

Our preliminary date of ending our burn ban in Lake County will not be until the second week of December when we enter our "Amador" period.

Camp Operations:

Crews continue to be maintained at the same level. Currently, two crews and we are working toward staffing for a third. Big news on the Camp front is the formal closure of the Susanville Correctional Facility and its training facilities. Susanville had been our feeder institution to Konocti, and now that will switch to Jamestown Correctional Facility. Jamestown will be the sole provider of inmates into the CDCR system, and we are hopeful that we can increase the number of firefighters coming into our facilities.

We continue to finalize the new E-6011, following a long delay of parts. We are hoping that soon the apparatus will be in-service to replace the broken engine.

South Lake Operations:

The new excavator from the Fuels Grant has been used at the Middletown Rancheria to conduct equipment training on some of their projects. We will put the equipment to use on the Highway 29 corridor with CALTRANS to harden the escape routes out of the County. As was previously stated, this equipment was purchased under a CALFIRE grant, is owned by South Lake, and is utilized by staff to conduct the vegetation work on the corridors in the South Lake County area.

We should see work happening around the district on our lighting upgrade. This program will increase our energy efficiency at no cost to the Fire District under a grant program sponsored by PG&E.

Also, on a PG&E note, they will provide us with more equipment on our powerline prop behind Station 60. The new undergrounding program is changing the hazard to our personnel by putting powerlines under the ground and in vaults which we are not accustomed to seeing. It is always our intention to provide the most current and accurate training props to increase personnel safety.

Work on the new Station 63 construction is grinding along. It takes a lot of work, as we work with the consultant, architect, and County of Lake on where we can build, size, creek setbacks, etc.

The Facilities and Equipment Committee will be working to secure two slots for the new engine purchases along with deciding on a vendor. We are at least two years out on any delivery, and it is crucial that we "hold a spot" with the vendor, then work on the spec while the chassis is waiting to be delivered.

The yearly Candy Cane Run is scheduled for the second week of December. Friday the 9th will be in Hidden Valley Lake, Saturday the 10th will be in Middletown, and Sunday the 11th will be in Cobb/Loch Lomond.

End of Report
Paul

CDF/SLCF INCIDENT TRACKING FORM

Month Oct 2022

Station 62

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

AIRS complete	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Location Street Name	Medical Aid	NMM	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq't Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
	10/1	1727	1729	1735	1900	17904	Bleuss Court		1											1 Pt C2 to AHC
	10/2	103	104	110	200	17931	Summit Blvd		2											AMA
	10/2	1727	1729	1733	1755	17979	Big Canyon Rd		3											AMA
	10/2	1944	1946		1948	17992	Forest Drive					1								Lakeport Cx
	10/3	2144	2147	2153	2250	18066	Mesa Dr		4											1 PT FLWN con air 2
	10/4	1215	1217	1224	1417	18102	Harrington Flat Rd		5											1 PT C2 AHC
	10/5	154	157	202	208	18140	Meadow Dr											1		LA
	10/5	313	316	322	408	18142	HWY 175		6											AMA
	10/5	1019	1021		1024	18149	Mountain Meadow N		7											CR
	10/6	1610	1613		1628	18220	Geysers helipad A						1							CR
	10/7	607	609		632	18259	HWY 29/ Bradford				1									CR
	10/8	1207	1209		1215	18320	S HWY 29/ Putah Ln				2									CR
	10/8	1025	1025	1025	1035	18335	Hwy 175 x casa grande											2		Assist pedestrain down the hill to middletown
	10/10	1615	1617	1625	1705	18485	Mountain Meadow N		8											1 PT C2 AHC
	10/10	1713	1715	1725	1800	18493	E Hwy 20 Northshore		9											1 PT C2 AHC
	10/12	1121	1123	1140	1245	18608	Big Canyon Rd		10											1 Pt C2 AHC +1
	10/12	1554	1556	1600	1600	18631	Hwy 29 x Grange				3									Cx
	10/13	2332	2334	2339	2348	18720	Golf Rd			1										NMM
	10/14	13	15	122	146	18725	Hoberg Dr		11											1 Pt C2 to AHC
	10/14	937	939		945	18747	Wildcat Drive		12											Cx
	10/14	1034	1036		1050	18757	4th Street Kelseyville		13											Cx
	10/14	1913	1915	1925	2015	18786	Sycamore		14											1 PT C2 AHC
	10/15	730	732	736	815	18810	Hwy 175					2								FA
	10/15	1654	1654		1700	18846	Ponderosa Trail Lower Lake		15											Cx
	10/17	1128	1135	1140	1200	18943	bottle rock road		16											mutual aid to 55. KV transported
	10/17	1510	1513	1547	1600	18965	knowles ln #7		17											1144
	10/17	1630	1633	1643	1655	18972	Oat hill rd										3			La
	10/18	159	202	208	230	19001	Harrington Flat Rd										4			water leak
	10/20	1251	1253	1305	1359	19163	Ridge Rd		18											1 PT C2 AHC
	10/20	1359	1400	1415	1535	19167	Harrington Flat Rd		19											1 PT C2 AHC
	10/20	1724	1726	1734	1908	19182	Redwood Rd		20											1 PT C2 AHC
	10/21	1041	1043		1052	19219	11th ST		21											CR
	10/21	1052	1052	1053	1235	19220	Meadow Dr		22											1 PT C2 AHC

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10/22	2042	2044			2100	19317						3								CR	
10/22	2307	2310	2322		48	19325		23												1 PT C2 AHC	
10/23	412	415	421		456	19393												1		fire, debris	
10/24	1500	1502	1509		1723	19426		24												ama	
10/24	1710	1721	1723		1824	19435													3	vehicle fire	
10/26	715	718	726		917	19545		25												1 PT C2 AHC	
10/26	1003				1005	19556													4	residential fire alarm, CR	
10/27	329	333	347		422	19602		26												1144	
10/27	930	931	933		1007	19613														5	fire, debris
10/29	822	822	850		900	19771													5	Lift Assist	
10/30	1220	1225	1228		1245	19850		27												AMA	

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10/1	1755	1755	1800	1840	17906			1										NMM
10/1	2235	2237	2240	2250	17925			2										NMM FAA
10/2	1102	1102	1102	1145	17953		1											Walk in at station 60. 1PT C3 AHC
10/3	617	618	623	755	18016		2											1PT C2 AHC
10/3	849	850	851	910	18021										1			PUBLIC ASSIST
10/3	1042	1042	1045	1145	18025		3											1 PT C2 AHC
10/3	1412	1413	1415	1457	18038		4											AMA
10/3	1636	1637	1642	1703	18046				1									1 PT AMA
10/3	1733	1734	1737	1755	18050			3										NMM
10/3	2200	2202		2215	18067									1				HAZ MAT SMELL OF SULPHER FA CR
10/4	1636	1637		1654	18122										2			Divert to Medical
10/4	1654	1655	1700	1730	18123		5											AMA
10/5	1016	1019	1020	1057	18149		6											Confirmed 1144
10/5	2308	2310	2320	46	18179		7											1 Pt to AHC
10/6	1326	1328	1348	1445	18208					1								Fully Involved Double-wide
10/6	1454	1454	1458	1515	18215				2									Cx
10/7	607	610		630	18259				3									Car vs Deer UTL
10/7	1114	1114	1117	1234	18275		8											1 Pt to AHC
10/7	2123	2125	2140	2230	18312					2								Comm Fire Smoke in Building
10/7	2332	2335	2340	110	18318		9											Code Blue
10/8	703	705	708	800	18327		10											1 Pt to AHC
10/8	1049	1050	1058	1244	18338		11											1 Pt to AHC
10/8	1504	1505	1555	1515	18359										3			Lift Assist
10/8	1603	1605	1615	1710	18362		12											Transported by P1423 to LC Jail
10/9	1158	1159	1207	1324	18415				4									1 PT C2 STA. 60 LZ Flown by Reach to Queen
10/9	1551	1552		1552	18426		13											CR by LCFD
10/10	638	639	645	755	18454		14											1PT C2 AHC
10/10	1613			1614	18485		15											CR M6211 Handled
10/10	1708	1708		1710	18493		16											CR by M6211 Closer resource
10/10	2222	2223	2230	2300	18516		17											AMA
10/10	2306	2306	2309	2324	18518										4			LA
10/11	1345	1345	1345	1415	18555		18											AMA

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Month **October**

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Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	18864	Location Street Name	Medical Aid	NMM	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Exp Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here													
																				1715	18622	18630	18631	18664	18675	18703	18738	18752	18787	18810	18811	18893
10/11	1656	1657		1715	18864	OAT HILL RD											5		CR													
10/12	1406	1408	1418	1515	18622	Knowles #16		19											1 Pt to AHC													
10/12	1541	1543	1553	1607	18630	Eagle Rock										6		Welfare Check														
10/12	1607	1607		1615	18631	S. Hwy 29			5									Cx														
10/13	618	620	622	626	18664	SPYGLASS RD										7		Lift Assist														
10/13	1029	1030		1045	18675	Grange								1				Dust from Street Sweeper														
10/13	1727	1728	1730	1856	18703	Mtn Meadow S		20										1 Pt to AHC														
10/14	641	644	647	734	18738	HWY 29 x Grange				6								1 Pt to Kaiser Vallejo via REACH 6														
10/14	1005	1005	1025	1145	18752	Dry Creek rd		21										1 PT C2 AHC														
10/14	2137	2137	2145	2245	18787	Round Hill Ct		22										1 PT C2 AHC														
10/15	728	730	738	738	18810	Hwy 175					3							Cx														
10/15	742	744	748	905	18811	Meadow View		23										1 Pt to AHC														
10/16	1314	1314		1318	18893	Armstron Street		24										CR														
10/17	917	918		922	18931	Calistoga St Suite B		25										CR														
10/17	1049	1049		1052	18941	S HWY 29		26										CR														
10/17	1925	1925	1931	1006	18983	KNOWLES LN #27		27										1 PT AMA														
10/18	1305	1307	1325	1400	19029	Oat Hill										8		LA														
10/19	638	640	643	700	19075	Moonridge										9																
10/19	810	812		817	19079	Ponderosa Trail		28										Cx														
10/19	1205	1206	1226	1245	19093	OAT HILL RD										10		Lift Assist														
10/20	130	133	143	215	19135	Central Park											1	Fire Alarm Sounding														
10/20	720	722		728	19142	Central Park											2	Fire Alarm Sounding Cx														
10/21	1125	1137	1147	1207	19225	Hwy 29		29										AMA														
10/21	1220	1221	1224	1330	19229	Coyote Vly Rd		30										1 Pt to AHC														
10/21	1701	1703	1708	1735	19252	Knollview			4									NMM														
10/22	1841	1843	1849	1945	19310	Buckhorn		31										1144														
10/22	2113	2115	2120	2335	19320	Northshore		32										1 Pt to AHC														
10/23	212	215		220	19330	Ponderosa Trail		33										Cx														
10/23	1055	1057	1110	1130	19345	Dry Creek Cut-off											1	Tree Down														
10/23	1706	1708	1719	1815	19371	Butts Cyn		34										1 Pt to AHC														
10/24	7	9	19	130	19463	Butts Cyn		35										1 Pt to AHC														
10/25	311	313	315	340	19538	Mtn Meadow S		36										False Activation														
10/27	829	830	838	857	19609	Wardlaw X Hwy 29				7								AMA														



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: November 8, 2022
TO: Board of Directors
FROM: 
Gloria Fong
Staff Services Analyst
SUBJECT: Finance Communications

We are still working on closing ambulance for month of October, and this along with Paid Call Firefighter payroll hours will be provided next month. The attached budget summary is manually generated and is preliminary. Closing last fiscal and posting four month's worth will occur next week, since this week I am working on finishing the agenda packet a bit earlier because of Veteran's Day holiday, along with submitting payroll, meeting with CLERC and attending all-day Certified Ambulance Documentation training.

It appears through access to the County's real time software, the Auditor-Controller's office has closed last fiscal year. Earlier last month there were a number of reserve account increase/decrease that didn't post yet and as of today, they are done. Additionally, I have attached Auditor-Controller's retirement letter.

Cost reports after a couple of attempts to submit / resubmit were accepted for fiscal years ending 2019, 2020 and 2021. Attached is the final settlement page and acceptance letters. I have yet to be contacted for their audit. The report in its entirety is available upon request. As for fiscal year ending 2022, I am 80 % complete and will be submitting by November 30th due date.

Attachments: Cost Report final settlement page FYE 2019, 2020 & 2021
Auditor-Controller's Retirement Letter



COUNTY OF LAKE
Office of the Auditor-Controller/County Clerk
Courthouse-255 North Forbes Street, Room 209
Lakeport, CA 95453
Telephone (707) 263-2311
FAX (707) 263-2310
Email: auditor@lakecountyca.gov

Cathy Saderlund
Auditor-Controller/County Clerk

October 13, 2022

Honorable Board of Supervisors
255 North Forbes Street
Lakeport, CA 95453

Dear Board,

As you know, I did not seek re-election for the upcoming term that begins on January 2, 2023 and I publicly stated my intent to retire in 2022. At that time, I had not decided on a specific retirement date to allow completion of several professional milestones, as well as to provide for as much transitional time for the incoming Auditor-Controller/County Clerk.

I am writing to officially notify you that after forty one years of public service, I have selected December 14, 2022 as my retirement date. My last day of County employment will be December 13, 2022.

I have been blessed over the past four decades to have a rewarding career that has provided me with the opportunity to provide for my family, and to serve my community. I have spent that time working tirelessly to maintain high standards of professionalism, accounting and finance, and service to our customers and to the public. My focus has been on conducting business in a manner that would build and maintain trust in the financial activities of County government, and to contribute in any way possible to strengthen the fiscal health of our County government. If these last seven years of disaster after disaster and then a pandemic have been an indicator of our ability as a government to survive fiscal challenges, collectively we have done a tremendous job.

The current fiscal condition of the County is well positioned to weather oncoming challenges. The current team in the Auditor-Controller/County Clerk's Office are poised and ready to carry on the great work of all the teams before them. I am grateful every day for all the incredibly talented people I have had the opportunity to work alongside and although I will miss them all, I look forward to the next phase of life to include more time for family, friends, travel and relaxation.

Your Board will be called upon to appoint someone to fill the remaining days of my term from December 14, 2022 to January 2, 2023 at noon when my current Assistant Auditor-Controller, Jenavive Herrington, will become your next Auditor-Controller/County Clerk. Although entirely your choice, you have the opportunity to allow for a seamless transition by appointing Jenavive to fill the interim role and I respectfully encourage you to do so.

It has been my honor to serve present and past Board members, County departments, agencies and the public as both a County employee and as an elected public servant.

My sincere thanks to all and to my amazing family for walking together with me on this worthwhile journey.

Gratefully,

Cathy Saderlund
Auditor-Controller/County Clerk

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: South Lake County FPD
 National Provider Identification: 1265432801

Fiscal Year Ended: June 30, 2019

Average Cost per GEMT Service																															
1. Cost of MTS Services (from Sch 2)				\$ 1,421,917.41																											
2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) (A)		No																													
3. If no, please enter the total cost to be used for calculating the Indirect Cost		\$ -																													
4. Indirect Cost Factor Percentage (please see notes below)		0.00%	-																												
5. Administration & General Allocation from Sch 5 (B)			\$ 84,883																												
6. Administration & General to be included				<u>84,882.65</u>																											
7. Grand Total of MTS Expense (Sum Lines 1 thru 4)				<u>1,506,800.06</u>																											
8. Number of MTS Transports		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="background-color: #cccccc;">Medi-Cal</th> <th rowspan="2" style="background-color: #cccccc;">Other</th> </tr> <tr> <th style="background-color: #cccccc;">Managed Care</th> <th style="background-color: #cccccc;">Medi-Medi</th> <th style="background-color: #cccccc;">Fee for Service</th> </tr> </thead> <tbody> <tr> <td style="background-color: yellow;">18</td> <td style="background-color: yellow;">20</td> <td style="background-color: yellow;">4</td> <td style="background-color: yellow;">65</td> </tr> <tr> <td style="background-color: yellow;">16</td> <td style="background-color: yellow;">21</td> <td style="background-color: yellow;">4</td> <td style="background-color: yellow;">79</td> </tr> <tr> <td style="background-color: yellow;">19</td> <td style="background-color: yellow;">23</td> <td style="background-color: yellow;">3</td> <td style="background-color: yellow;">63</td> </tr> <tr> <td style="background-color: yellow;">30</td> <td style="background-color: yellow;">11</td> <td style="background-color: yellow;">4</td> <td style="background-color: yellow;">78</td> </tr> <tr> <td style="background-color: #cccccc;">83</td> <td style="background-color: #cccccc;">75</td> <td style="background-color: #cccccc;">15</td> <td style="background-color: #cccccc;">285</td> </tr> </tbody> </table>			Medi-Cal			Other	Managed Care	Medi-Medi	Fee for Service	18	20	4	65	16	21	4	79	19	23	3	63	30	11	4	78	83	75	15	285
Medi-Cal			Other																												
Managed Care	Medi-Medi	Fee for Service																													
18	20	4	65																												
16	21	4	79																												
19	23	3	63																												
30	11	4	78																												
83	75	15	285																												
				<u>458</u>																											
9. Average Cost per MTS Transports (Line 7 / Line 8)				<u>\$ 3,289.96</u>																											

Calculation of Medi-Cal Final Settlement					
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Totals
	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30	
10. Total No. of Medi-Cal Fee for Service GEMT Transports	4	4	3	4	15
11. Total Cost of Medi-Cal GEMT Transports (Line 9 x Line 10)	13,159.84	13,159.84	9,869.88	13,159.84	49,349.40
12. Less Total Medi-Cal Revenue from Transports (Fr Sch 8)	<u>(1,510.00)</u>	<u>(1,521.00)</u>	<u>(1,187.00)</u>	<u>(1,497.00)</u>	<u>(5,715.00)</u>
13. Net Cost of Transports	11,649.00	11,638.00	8,682.00	11,662.00	43,634.00
14. Non Federal Share Reduction	<u>5,825.00</u>	<u>5,819.00</u>	<u>4,341.00</u>	<u>5,831.00</u>	<u>21,817.00</u>
15. Net Federal Participation Amount	<u>5,824.00</u>	<u>5,819.00</u>	<u>4,341.00</u>	<u>5,831.00</u>	<u>21,817.00</u>

(A) If the percentage-based indirect cost factor is elected, review SPA 09-024, Section C, Paragraph 1.b. and submit supporting documentation with the cost report submission.

(B) In most cases, when an Indirect Cost Factor is being applied, there should be no Administration & General cost allocated.

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: South Lake County FPD
 National Provider Identification: 1265432801

Fiscal Year Ended: June 30, 2020

Average Cost per GEMT Service					
1. Cost of MTS Services (from Sch 2)				\$ 1,394,220.00	
2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) (A)				No	
3. If no, please enter the total cost to be used for calculating the Indirect Cost				\$ -	
4. Indirect Cost Factor Percentage (please see notes below)				0.00%	
5. Administration & General Allocation from Sch 5 (B)				\$ 91,457	
6. Administration & General to be included				<u>91,456.88</u>	
7. Grand Total of MTS Expense (Sum Lines 1 thru 4)				<u><u>1,485,676.88</u></u>	
8. Number of MTS Transports					
		Medi-Cal			Other
		Managed Care	Medi-Medi	Fee for Service	
Qtr 1	July 1 through September 30	26	15	0	85
Qtr 2	October 1 through December 31	25	13	3	85
Qtr 3	January 1 through March 31	31	13	4	64
Qtr 4	April 1 through June 30	21	14	0	68
Total Number of MTS Transports		103	55	7	<u>467</u>
9. Average Cost per MTS Transports (Line 7 / Line 8)				<u>\$ 3,181.32</u>	

Calculation of Medi-Cal Final Settlement					
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Totals
	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30	
10. Total No. of Medi-Cal Fee for Service GEMT Transports	-	3	4	-	7
11. Total Cost of Medi-Cal GEMT Transports (Line 9 x Line 10)	-	9,543.96	12,725.28	-	22,269.24
12. Less Total Medi-Cal Revenue from Transports (Fr Sch 8)	-	(1,195.00)	(1,502.00)	-	(2,697.00)
13. Net Cost of Transports	-	8,348.00	11,223.00	-	19,572.00
14. Non Federal Share Reduction	-	4,174.00	5,612.00	-	9,786.00
15. Net Federal Participation Amount	-	<u>4,174.00</u>	<u>5,611.00</u>	-	<u>9,786.00</u>

(A) If the percentage-based indirect cost factor is elected, review SPA 09-024, Section C, Paragraph 1.b. and submit supporting documentation with the cost report submission.

(B) In most cases, when an Indirect Cost Factor is being applied, there should be no Administration & General cost allocated.

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: South Lake County FPD
 National Provider Identification: 1265432801

Fiscal Year Ended: June 30, 2021

Average Cost per GEMT Service																																									
1. Cost of MTS Services (from Sch 2)				\$ 1,241,734.00																																					
2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) (A)		No																																							
3. If no, please enter the total cost to be used for calculating the Indirect Cost		\$ -																																							
4. Indirect Cost Factor Percentage (please see notes below)		0.00%	-																																						
5. Administration & General Allocation from Sch 5 (B)			\$ 133,940																																						
6. Administration & General to be included				<u>133,939.67</u>																																					
7. Grand Total of MTS Expense (Sum Lines 1 thru 4)				<u><u>1,375,673.67</u></u>																																					
8. Number of MTS Transports		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="background-color: #cccccc;">Medi-Cal</th> <th rowspan="2" style="background-color: #cccccc;">Other</th> </tr> <tr> <th style="background-color: #cccccc;">Managed Care</th> <th style="background-color: #cccccc;">Medi-Medi</th> <th style="background-color: #cccccc;">Fee for Service</th> </tr> </thead> <tbody> <tr> <td style="background-color: yellow;">Qtr 1</td> <td style="background-color: yellow;">July 1 through September 30</td> <td style="background-color: yellow;">25</td> <td style="background-color: yellow;">10</td> <td style="background-color: yellow;">5</td> <td style="background-color: yellow;">79</td> </tr> <tr> <td style="background-color: yellow;">Qtr 2</td> <td style="background-color: yellow;">October 1 through December 31</td> <td style="background-color: yellow;">38</td> <td style="background-color: yellow;">22</td> <td style="background-color: yellow;">1</td> <td style="background-color: yellow;">68</td> </tr> <tr> <td style="background-color: yellow;">Qtr 3</td> <td style="background-color: yellow;">January 1 through March 31</td> <td style="background-color: yellow;">38</td> <td style="background-color: yellow;">23</td> <td style="background-color: yellow;">3</td> <td style="background-color: yellow;">80</td> </tr> <tr> <td style="background-color: yellow;">Qtr 4</td> <td style="background-color: yellow;">April 1 through June 30</td> <td style="background-color: yellow;">25</td> <td style="background-color: yellow;">18</td> <td style="background-color: yellow;">5</td> <td style="background-color: yellow;">104</td> </tr> <tr> <td colspan="2">Total Number of MTS Transports</td> <td style="text-align: center;">126</td> <td style="text-align: center;">73</td> <td style="text-align: center;">14</td> <td style="text-align: center;">331</td> </tr> </tbody> </table>			Medi-Cal			Other	Managed Care	Medi-Medi	Fee for Service	Qtr 1	July 1 through September 30	25	10	5	79	Qtr 2	October 1 through December 31	38	22	1	68	Qtr 3	January 1 through March 31	38	23	3	80	Qtr 4	April 1 through June 30	25	18	5	104	Total Number of MTS Transports		126	73	14	331
Medi-Cal			Other																																						
Managed Care	Medi-Medi	Fee for Service																																							
Qtr 1	July 1 through September 30	25	10	5	79																																				
Qtr 2	October 1 through December 31	38	22	1	68																																				
Qtr 3	January 1 through March 31	38	23	3	80																																				
Qtr 4	April 1 through June 30	25	18	5	104																																				
Total Number of MTS Transports		126	73	14	331																																				
				<u>544</u>																																					
9. Average Cost per MTS Transports (Line 7 / Line 8)				<u>\$ 2,528.81</u>																																					

Calculation of Medi-Cal Final Settlement					
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Totals
	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30	
10. Total No. of Medi-Cal Fee for Service GEMT Transports	5	1	3	5	14
11. Total Cost of Medi-Cal GEMT Transports (Line 9 x Line 10)	12,644.05	2,528.81	7,586.43	12,644.05	35,403.34
12. Less Total Medi-Cal Revenue from Transports (Fr Sch 8)	<u>(1,862.00)</u>	<u>(363.00)</u>	<u>(1,102.00)</u>	<u>(1,625.00)</u>	<u>(4,952.00)</u>
13. Net Cost of Transports	10,782.00	2,165.00	6,484.00	11,019.00	30,451.00
14. Non Federal Share Reduction	<u>5,391.00</u>	<u>1,083.00</u>	<u>3,242.00</u>	<u>5,510.00</u>	<u>15,225.00</u>
15. Net Federal Participation Amount	<u><u>5,391.00</u></u>	<u><u>1,082.00</u></u>	<u><u>3,242.00</u></u>	<u><u>5,509.00</u></u>	<u><u>15,226.00</u></u>

(A) If the percentage-based indirect cost factor is elected, review SPA 09-024, Section C, Paragraph 1.b. and submit supporting documentation with the cost report submission.

(B) In most cases, when an Indirect Cost Factor is being applied, there should be no Administration & General cost allocated.




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: November 8, 2022

TO: Board of Directors

FROM: 
Gloria Fong
Staff Services Analyst

SUBJECT: Fire Impact Fee Nexus Study and authorize Chief to enter into and execute a contract

It is recommended that the Board of Directors authorize the Chief to enter into and execute a contract with either NBS or SCI Consulting to perform a Nexus Study of Fire Impact Fees, in an amount not to exceed \$20,000.

Development impact fees are one-time charges imposed as a condition of development approval to pay for capital facilities and infrastructure needed to serve new development. Impact fees are governed by the California Mitigation Fee Act (Gov't Code Sec 66000 et. seq.) and by constitutional case law, further adopted as the Fire Mitigation Fee ordinance by the Lake County Board of Supervisors. Laws governing impact fees require that local agencies imposing fees as a condition of development approval demonstrate that there is a reasonable relationship or 'nexus' between those fees and the impact of a development project on facilities to be funded by the fees.

The nexus study would establish the legal and policy basis for imposing new fire impact fees on new development within the District. Specifically, the nexus study and the updated fee programs will comply with the substantive and procedural requirements of the Mitigation Fee Act, which are as follows:

- 1) Identify the purpose of the fees.
- 2) Identify the use of which the fees are to be put.
- 3) Determine how there is a reasonable relationship between each fee's use and type of development project on which the fees are imposed ("benefit relationship").
- 4) Determine how there is a reasonable relationship between the need for the facilities and the type of development project on which the fees are imposed ("impact relationship").
- 5) Determine how there is a reasonable relationship between the amount of the fees and the cost of the facilities or portion of the facilities attributable to the development on which the fees are imposed ("proportional relationship").

Fire Impact Fee Nexus Study

November 8, 2022

Page 2

All of the fire districts around the Lake will be participating in the nexus study. A decision has yet to be reached as to which vendor to engage. Staff is seeking authorization for the Chief to enter into a contract for a nexus study with either NBS or SCI Consulting, whichever is chosen by the Lake County Fire Chiefs' Association, in an amount not to exceed \$20,000.

Attachment: Proposals from NBS and SCI Consulting

Friday, October 7, 2022

Submitted via Email

MRivas@lakecountyfire.com

Miasha Rivas, Financial Analyst
Lake County Fire Protection District
14815 Olympic Drive
Clearlake, CA 95422

Re: Proposal for Fire Impact Fee Nexus Studies and Other Consulting Services

Dear Miasha,

SCI Consulting Group (“SCI”) is pleased to submit for your review this proposal to provide Fire Impact Fee Nexus Studies (“Nexus Study”) for the five Fire Protection Districts (“FPDs”) - Lake County FPD, Lakeport FPD, Kelseyville FPD, Northshore FPD, and South Lake County FPD (“Districts”). We understand that the Districts would like to establish a new fire impact fee programs to fund the financial impact of new development on their District’s fire system.

The Nexus Studies would establish the legal and policy basis for imposing new fire impact fees on new residential and nonresidential development within the Districts. Specifically, the Nexus Studies and the updated fee programs will comply with the substantive and procedural requirements of the Mitigation Fee Act (“Act”), which are as follows:

1. Identify the purpose of the fees.
2. Identify the use to which the fees are to be put.
3. Determine how there is a reasonable relationship between each fee’s use and the type of development project on which the fees are imposed (“benefit relationship”).
4. Determine how there is a reasonable relationship between the need for the facilities and the type of development project on which the fees are imposed (“impact relationship”).
5. Determine how there is a reasonable relationship between the amount of the fees and the cost of the facilities or portion of the facilities attributable to the development on which the fees are imposed (“proportional relationship”).

SCI has been serving California public agencies for over 37 years. We firmly believe that our extensive expertise with fire impact fee programs, the County of Lake, and other fire protection funding mechanisms offers the Districts the best opportunity to establish new fire impact fee programs in the timeliest, legally compliant, and defensible manner. Our approach to the Nexus Study would be based on close interaction and coordination with District staff and other key stakeholders. If selected, SCI Consulting Group would provide comprehensive services in a manner that limits the time and resources of the Districts.

The Nexus Study would likely use open-ended facilities standard methodology. Under this widely used method, a District's ratio of existing fire facilities, vehicles, and equipment to new development establishes a facility standard for determining new development's fair share of the cost to improve and expand the fire system. These costs are then applied to different land use categories in proportion to the need they create for fire services to establish a cost/fee per square foot. This methodology is widely accepted and provides the Districts with maximum flexibility in the use of the fee proceeds and longevity in the fee programs. We will also justify a portion of District apparatus/vehicle replacement schedule to be funded by the fire impact fee.

The Nexus Study would also detail the procedural requirements for adoption of the Nexus Study and the proposed fire impact fee program ("fee program") by the County of Lake ("County"). Also, the Act contains specific requirements for the annual administration of the fee program.

We look forward to the opportunity to assist the Districts with this important project and stand ready to proceed. If you or the Fire Chiefs would like to discuss any aspect of our proposal, please get in touch with me. I can be reached at 707-816-9101 or via email at blair.aas@sci-cg.com.

Sincerely,



Blair E. Aas
Principal - Director

cc: Melanie Lee, SCI Consulting Group

QUALIFICATIONS

Established in 1985 in Fairfield, California, **SCI Consulting Group**, a California Corporation, is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry-leading expertise with the important legal and procedural requirements for establishing development impact fee programs, Community Facilities Districts, Benefit Assessment Districts, and other local financing mechanisms. SCI has prepared over 200 development impact fee nexus studies and facility financing plans. SCI has also formed and annually administers nearly 1,000 special taxes, assessments, and fees over 200 public agencies throughout the State.

Blair Aas, Director of Planning Services, will serve as the project manager and the District's primary point-of-contact. Blair is a recognized expert on development impact fees and has served California public agencies as an impact fee consultant for over 20 years. His professional qualifications and a list of relevant project experience are provided at the end of this proposal.

SCI FIRE AGENCY CLIENTS (partial list) *

Anderson Valley FD	El Medio FPD	Rodeo-Hercules FPD
Anderson FPD	Georgetown FPD	San Miguel Consolidated FPD
Auberry Fire CSA50	Greenfield FPD	Shasta Lake FPD
Calaveras Consolidated FPD	Groveland CSD	Sonoma County FPD
Cameron Park CSD	Higgins FPD	Sonoma Valley FPD
Carmel Valley FPD	Hopland FPD	South Lake County FPD
City of Manteca	Lake Valley FPD	South Placer FPD
City of Placentia	Little Lake FPD	Spalding CSD
City of Santa Barbara FD	Loomis FPD	Templeton CSD
County of Santa Barbara FD	Mi-Wuk/Sugar Pine FPD	Truckee FPD
County of Placer	Monterey County Regional FD	Twain Harte CSD
Cordelia FPD	Newcastle FPD	Ukiah Valley Fire Authority
Cosumnes CSD	Nevada County Consolidated FPD	Vacaville FPD
Delta FPD	North County FPD	Valley Center FPD
Diamond-Springs El Dorado FPD	North San Juan FPD	West Patton Village CSD
Dixon FPD	Penn Valley FPD	Wilton FPD
Dunnigan FPD	Penryn FPD	Wheatland Fire Authority
Doyle FPD	Pioneer FPD	Williams Fire Protection Authority
East Contra Costa FPD	Redwood Valley-Calpella FD	
El Dorado County FPD	Rescue FPD	
El Dorado Hills FD	River Delta Fire District	

* Fire impact fee programs are bolded.

REFERENCES

James Comisky, Board Director
South Lake County Fire Protection District
21095 State Highway 175
Middletown, CA 95461
(707) 987-3089
jcomisky@southlakecountyfire.org

Mark Heine, Fire Chief
Sonoma County Fire District
8200 Old Redwood Highway
Windsor, CA 95492
(707) 838-1170
mheine@Sonomacountyfd.org

Steve Akre, Fire Chief
Sonoma Valley Fire District
630 2nd Street West
Sonoma, CA 95476
(707) 996-2102
stevea@svfra.org

Kevin McKechnie, Fire Chief
Truckee Fire Protection District
10049 Donner Pass Road
Truckee, CA, 96161
(530) 414-6871
kevinmckechnie@truckeefire.org

Sue Hennike, Deputy CAO
El Dorado County, Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
(530) 621-5577
sue.hennike@edcgov.us

Eric Walder, Fire Chief
Waterloo-Morada Fire Protection District
6925 E Foppiano Lane
Stockton, CA 95212
(209) 931-3107
ewalder@wmfire.org

Andres Avila, Fire Chief
Anderson Valley Fire Department
14281 Hwy 128
Boonville, CA 95415
(707) 895-2020
firechief.avcsd@gmail.com

Michelle Schnitzius
Little Lake Fire Protection District
74 E. Commercial Street
Willits, CA 95490
(707) 459-7777
schnitziusm@mendocinocounty.org

Cathy Moorhead, Deputy City Manager
City of Willits
111 E. Commercial Street
Willits, CA 95490
(707) 459-7121
cmoorhead@cityofwillits.org

Kyle Packham, Advocacy/Public Affairs Director
California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA, 95814
(916) 442-7887 x103
kylep@csda.net

WORK PLAN AND APPROACH

Based upon our current understanding of the project, the technical analysis, and services needed by the District, we propose the following scope of work and approach to the project:

Task 1: Initial Research and Planning

SCI will first coordinate a pre-kick-off meeting to discuss the process of gathering all the available data and capital inventory needed for the project. SCI will review applicable City and County ordinances, each District's Fire Facilities Master Plan, Capital Improvement Plan, and other technical studies and plans related to the funding of the fire facilities, vehicles, and equipment. SCI and the Districts will then hold a project kickoff video conference to discuss goals and objectives and the proposed methodologies and approaches used to determine the fees. We will also discuss the process of gathering all the available data and fire system inventory needed for the project.

SCI understands that the Districts will provide an inventory of their District's fire facilities, apparatus, vehicles, and equipment; their associated replacement value; and some other statistical data. At the project kickoff meeting, SCI and District staff will develop a detailed timeline, task list, and deliverables for the project.

Task 2: Impact Analysis and Fee Determination

Utilizing the information gathered in Task 1, SCI will determine the maximum fire impact fees to allow the District to expand their fire system to maintain its existing level of service. SCI will determine the District's existing service population and establish a growth projection. The fee cost components will likely include facilities (land, stations, and other buildings), apparatus (engines, ambulances, and other vehicles), and equipment (ancillary and station). Upon completion of the initial cost allocation and fee determination, SCI will meet virtually with District staff to review the technical analysis, key findings, and recommendations and will make any adjustments as necessary. SCI and the District will need to maintain a productive dialogue throughout this process to ensure cost allocation methodologies are technically defensible and comply with the requirements of the Act.

Task 3: Nexus Study Administrative Review Drafts

SCI will then prepare a draft Nexus Study Reports for administrative review and comment. The Nexus Study will include a summary of the fee methodology, approach, along with technical analysis and documentation to support the maximum fire impact fee. The Nexus Study will also provide the required findings to demonstrate compliance with the nexus requirements of the Act and recent [AB 602 requirements](#). (Click on link for more information.) Furthermore, the Nexus Study will summarize the adoption, accounting, reporting, and transparency requirements of the Act for implementation and annual administration of the new fee program.

Task 4: Public Review Drafts and Stakeholder Outreach

After a review by District staff, SCI will revise the administrative draft according to one set of consolidated comments from the District. SCI will then provide a Public Review Draft of the Nexus Study and present it and the proposed fee program, as necessary, before the City Council, the County Board of Supervisors, the building industry, area developers, and other key stakeholders as necessary. Additionally, a PowerPoint presentation will be prepared for each meeting to succinctly present the fee program and its relation to the District's plans. SCI can assure the District that readers will find the Nexus Study easy to read, calculations easy to follow, and assumptions well supported and documented.

Task 5: Nexus Study Final Reports and District Board Approval

After incorporating input from the various stakeholders, SCI will make any necessary changes based on one set of consolidated comments from the Districts, the City, and the County and provide Nexus Study Final Reports. SCI will also review and present the Nexus Study and fee program before each District Board and the public for approval. SCI will also make any revisions to the Nexus Study Final Report, if any, requested by the District Board. SCI will also provide the District with a draft resolution and notice of public hearing for approval of the fee program.

Task 6: City Council Adoption

Upon approval of the fee program by the District Board, SCI will also review and present the Nexus Study and fee program before City staff, the City Attorney, and eventually the City Council and public for adoption. As necessary, SCI will provide the City with draft ordinance and resolutions, as necessary.

Task 7: County Board of Supervisors Adoption

Upon approval of the fee program by the District Board, SCI will also review and present the Nexus Study and fee program before City staff, the City Attorney, and eventually the City Council and public for adoption. As necessary, SCI will provide the City with draft ordinance and resolutions, as necessary.

Task 8: On-Going Fee Administration Guidance

At SCI, our work doesn't end with the adoption of the Nexus Study and fee program. After adopting the fee program, SCI will hold a complimentary virtual meeting with responsible District staff from each District to guide them in the implementation and annual administration of the fee program. SCI is also available for ongoing questions regarding the collection, accounting, reporting, transparency, and use of the fee revenue. Involved questions or tasks requiring more than an a half hour of effort at any time may be invoiced at our current hourly billing rate.

Meetings. We anticipate the need for up to one (1) in-person District Board meeting for each FPD, one (1) in-person Council meeting each for LCFPD and LFPD, one (1) in-person County Board meeting. Additional in-person meetings requested by the District will be billed at our 2022 hourly billing rates for in-person meetings for the duration of the project. All other project meetings, stockholder outreach meetings, and presentations will be conducted remotely via video or voice conference. Video and voice conferences are not considered in-person meetings in the Work Plan.

Project Deliverables

- Information and data request list
- Project timeline
- Nexus Study Administrative Review Draft (PDF)
- Nexus Study Public Review Draft (PDF)
- Nexus Study Final Report (PDF)
- List of fire impact fees of comparable jurisdictions
- Outreach, District Board, Council, County Board presentations (PPT)
- Draft notice of public hearing (MS Word)
- Draft approval resolution (MS Word)
- Draft resolutions / ordinances for the City and County, as necessary (MS Word)
- Fee Implementation and Administration Training Session

PROJECT TIMELINE

The timeline will, in part, depend on the availability of the requested data and information from the District. Internal and external stakeholder outreach and the adoption process could take approximately two to three months to complete. As the Act requires, the fire impact fee may become effective 60 days after adoption. Therefore, we believe the fire impact fee could become effective as early as June 2022, assuming the project commences by December 1, 2022. A more detailed timeline, task list, and deliverables will be developed at the project kickoff meeting in Task 1.

PROJECT TEAM

If selected, Blair Aas, Director of Planning Services, would serve as the project manager and principal-in-charge. Melanie Lee, Senior Consultant, would also be minimally involved with the technical analysis and preparation of the Nexus Study. No subconsultants will be needed for the project. The two of them do not have any work commitments that would interfere with their responsiveness and ability to complete the project within a reasonable timeframe.

Blair Aas' professional qualifications and a list of relevant project experience are provided at the end of this proposal.

DISTRICT RESOURCES

SCI will carry out all tasks specified in the Work Plan and any other related services, as appropriate, for preparation of the Nexus Study. The Districts would be responsible for the following:

- Meet or participate in video or voice conference calls periodically with SCI as needed.
- Provide information and documentation regarding each District's Fire Master Plan, capital improvement plan, service call data, inventory of existing facilities, apparatus, vehicles, and equipment, estimate their associated replacement value, and additional data as requested.
- Information on planned future development in the fee program area.
- Designate a District point of contact with authority to act on its behalf regarding the Work Plan.
- Assist with planning, review, and coordination of action items.

ACCOUNTABILITY AND WARRANTIES

Our approach to the Nexus Studies would be based on close interaction and coordination with District staff, County staff, City staff, and other key stakeholders. If selected, SCI would provide comprehensive services in a manner that limits the time and resources of the District following solid project management principles. We will ensure that the project deliverables will be of the highest quality, legally defensible, and delivered timely and on budget.

The District or SCI may end the engagement without cause with reasonable written notice. In the event that the engagement is canceled, payment shall still be due for all work performed, including any portion of a task, by SCI through the date of the notification of cancellation.

OTHER INFORMATION

Employment Policies. SCI Consulting Group ensures compliance with all civil rights laws and other related statutes. SCI does not and shall not discriminate against any employee in the workplace or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, age, or any other arbitrary basis.

Conflict of Interest Statements. SCI has no known past, ongoing, or potential conflicts of interest for working with the District, performing the Work Plan, or any other service for this project.

Independent Contractor. If selected, SCI shall perform all services included in this proposal as an independent contractor.

Insurance Requirements. SCI carries professional errors and omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate. SCI will provide proof of insurance upon request.

FEE SCHEDULE / MANNER OF PAYMENT

In consideration of the work accomplished, as outlined in the Work Plan, SCI shall be compensated as detailed below. Our professional fees are based on our understanding of the Districts' needs, and the level of effort we expect is necessary to complete the Work Plan successfully. The Work Plan and fee schedule assumes participation by all five FPDs and all five fire impact fee programs are reviewed and adopted by the County together.

Work Plan and Approach	LCFPD	LFPD	KFPD	NFPD	SLCFPD
Task 1: Initial Research and Planning	\$3,020	\$3,020	\$3,020	\$3,020	\$3,020
Task 2: Impact Analysis and Fee Determination	\$2,590	\$2,590	\$2,590	\$2,590	\$2,590
Task 3: Nexus Study Administrative Review Draft	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620
Task 4: Public Review Draft / Outreach	\$524	\$524	\$524	\$524	\$524
Task 5: Final Report and District Board Approval	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620
Task 6: City Council Adoption	\$3,050	\$3,050			
Task 7: County Board of Supervisors Adoption	\$698	\$698	\$698	\$698	\$698
Labor Costs	\$15,122	\$15,122	\$12,072	\$12,072	\$12,072
Incidental Costs NTE	\$500	\$500	\$250	\$250	\$250
Total Project Cost	\$15,622	\$15,622	\$12,322	\$12,322	\$12,322

After completing each task, SCI shall submit an invoice for the work performed to each FPD. Payments shall be due and payable upon submitting an invoice for each completed task.

Incidental costs incurred by SCI for the purchase of property or statistical data, travel, and other out-of-pocket expenses incurred in performing the Work Plan shall be reimbursed separately at actual cost not to exceed ("NTE") the amount indicated without prior authorization from the District.

The Work Plan includes one (1) in-person District Board meeting, one (1) in-person Council meeting each for LCFPD and LFPD, and one (1) in-person County Board meeting for the five FPDs. Compensation for additional in-person meetings shall be \$750 per meeting. The Work Plan assumes all other meetings and presentations will be conducted virtually.

Involved questions or requested information in Task 8 requiring more than 30 minutes of effort may be invoiced at our current hourly billing rate.

Note: The fire impact fees justified by the Nexus Study will include and recover the costs associated with the preparation of the Nexus Study and related consulting services.

PROJECT RESUME **BLAIR AAS, DIRECTOR**
Impact Fee Consultant, Principal-in-Charge

EDUCATION

Bachelor of Arts, Economics
Boise State University

AFFILIATIONS

City of Vacaville Parks and
Recreation Commission
California Special Districts
Association (CSDA)
CSDA Legislative Committee,
Member
California Society of Municipal
Finance Officers (CSMFO)
Fire Districts Association of
California (FDAC)
California Fire Chiefs Association

SPEAKING ENGAGEMENTS

“Strategies to Increase Funding
for Fire Service 101” – California
Fire Chiefs Association Annual
Conference, September 2021
“The Proper Care and Feeding of
Developments Impact Programs”
- SCI Webinar Series, April 2019
“Revenue Enhancement
Opportunities and Challenges” –
CSMFO Annual Weekend Training
Seminar, November 2016

PUBLICATIONS

“Development Impact Fees - New
Standards and Transparency
Requirements” - CSDA New Law
Series, December 2021
“New Development Impact Fee
Restrictions and Reporting
Requirements” - CSDA New Law
Series, November 2019

**IMPACT FEE CONSULTANT
FOR 20 YEARS****HIGHLIGHTS**

With over 20 years of experience in public finance, Blair Aas has developed extensive expertise in assisting public agencies in addressing the financial impact of new development. Blair specializes in creating development impact fee programs, developer mitigation agreements, Mello-Roos CFD formations, and other new revenue mechanisms to fund the need for new or increased public services and facilities. He has conducted over 150 development impact nexus studies and updates over his career. Specifically, he has prepared 25 new fire impact fee programs in the last ten years.

Blair is a recognized expert on development impact fee programs and a frequent presenter on local funding mechanisms for public agencies at annual conferences and area workshops held by the CSDA, CSMFO, FDAC, CalChiefs, CPRS, and CARPD. Blair is a commercial associate member of the California Society of Municipal Finance Officers, a member of the CSDA Legislative Committee and Revenue Expert Working Group, and a Parks and Recreation Commissioner for the City of Vacaville.

RELEVANT PROJECT EXPERIENCE

Truckee Fire Protection District – Fire Impact Fee Nexus Study and Update (2016, 2022)

Sonoma County Fire Agencies – Fire Impact Fee Nexus Studies (2021) – Sonoma County FD, Sonoma Valley FD

Mendocino County Fire Agencies – Fire Impact Fee Nexus Study (2019, 2021) – Hopland FPD, Little Lake FPD, Anderson Valley FD

City of Manteca – Fire Impact Fee Nexus Study (2019)

City of Placentia – Citywide Development Impact Fee Nexus Study (2018, 2020)

Solano County Fire Agencies – Fire Impact Fee Nexus Studies and Updates (2014, 2021) – Vacaville FPD, Dixon FPD, Cordelia FPD, Suisun FPD

All El Dorado County Fire Agencies (2015-2019) – Fire Impact Fee Nexus Studies - Cameron Park FD, Diamond-Springs El Dorado FPD, El Dorado County FPD, El Dorado Hills FD, Garden Valley FPD, Georgetown FPD, Lake Valley FPD, Mosquito FPD, Pioneer FPD, Rescue FPD

Amador County Parks – Countywide Park Impact Fee Nexus Study (2016) – Amador City, Amador County, City of Jackson, City of Lone, City of Pioneer, City of Plymouth

Sacramento County Recreation and Park Districts (2010, 2022) – Park Impact Fee Nexus Studies and Updates - Arcade Creek RPD, Carmichael RPD, Fair Oaks RPD, Mission Oaks RPD, North Highlands RPD, Orangevale RPD, Rio Linda Elverta RPD, Sunrise RPD



Proposal for:

Study of Fire District Impact Fees in Lake County

October 18, 2022

Prepared by:



nbsgov.com



870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.676.7516

nbsgov.com

October 18, 2022

Miasha Rivas
Financial Analyst
Lake County Fire Protection District
14815 Olympic Drive
Clearlake, CA 95422
Submitted electronically via mrivas@lakecountyfire.com

RE: Study of Fire District Impact Fees in Lake County - UPDATED

Dear Ms. Rivas,

Based on our recent conversation, we understand Lake County's fire districts wish to review their impact fee programs and combine resources to advocate for the County's adoption of impact fees within their respective service areas. **Refined pricing for each district is included in Section 4.**

Our recommended approach to this engagement is highly interactive, including coordination at key points of the project's work plan across all districts, as well as with the County and any other stakeholders that require review and input of results. We will first concentrate on the details of each district's fire facilities, including buildings, apparatus, and equipment needed to serve both existing and future development. Then, we will analyze the impacts of development on various types of fire facilities and ensure that the resulting fee calculations make rational sense as well as comply with the California Mitigation Fee Act. Choosing NBS for this important project offers the following advantages:

Exemplary Team – Our team is led by project managers and California fee specialists with 20 and 30 years of experience.

Technically Sound Fee Alternatives – While we will take a creative approach in evaluating fee alternatives, we are fully committed to developing technically sound recommendations founded on well-accepted industry practices and documenting that in a report that will serve as the administrative record.

Knowledge of Special Districts – Our firm has focused on revenue tools available to California's special districts for more than 25 years. We understand the challenges and nuances inherent with implementing revenue initiatives for these important community service providers.

We would genuinely like to work on this project and help secure important funding for facilities. Please contact me at 800.676.7516 or via email at nkissam@nbsgov.com to discuss further.

Sincerely,

Nicole Kissam
Director

Tim Seufert
Managing Director

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1 | SCOPE OF ANALYSIS

Development impact fees are one-time charges imposed as a condition of development approval to pay for capital facilities and infrastructure needed to serve new development. Impact fees are governed by the California Mitigation Fee Act (Government Code Section 66000 *et seq.*) and by constitutional case law.

The Nexus Requirement

Laws governing impact fees, including both constitutional case law and the California Mitigation Fee Act (Govt. Code Sections 66000 *et seq.*) require that local agencies imposing fees as a condition of development approval demonstrate that there is a reasonable relationship or “nexus” between those fees and the impact of a development project on facilities to be funded by the fees. The required nexus for impact fees can be thought of as having three elements:

- **Need.** The district must show that development creates a need for the improvements funded by impact fees;
- **Benefit.** The district must show that development derives a benefit from the provision of improvements funded by impact fees, and;
- **Proportionality.** The district must show that the fees charged to a development project are proportional to the impact of that project on facilities funded by the impact fees.

The “reasonable relationship” requirements contained in Section 66001 of the California Mitigation Fee Act address essentially the same elements in different language.

Any one of several methods may be used to calculate impact fees for a particular type of facility. The choice of an appropriate method may depend on the availability of information and how the impact of development is measured.

Project Approach

One of the most important goals of this effort is to combine the skills and relationships between the following districts to ensure financial resources are available for providing fire protection and emergency response. Districts participating in this project include:

1. Lake County Fire Protection District
2. Lakeport Fire District
3. Kelseyville Fire Protection District
4. Northshore Fire Department
5. South Lake County Fire Protection District

This is a unique project requiring coordination and collaboration among all five fire districts, and eventually Lake County for implementation purposes. As we go through the steps of our work plan and analysis, it is likely that we will discover that each district will benefit most from an individualized impact fee program with a combined policy and implementation effort across all participating agencies. However, this study will explore opportunities for establishing a regional and uniform impact fee program, if applicable. Overall, we are looking to maximize efficiency in project costs, leverage resources, combine advocacy efforts, and implement an impact fee program that will benefit each district, and the region, for years to come.

Our approach to the study involves reviewing available alternatives with each district at every stage of the process. At the outset, we will seek to define common objectives for this study in broad terms, identify any issues related to existing impact fees, and establish a direction for the study process. Then as the study proceeds, we will evaluate alternatives and recommend the most appropriate approach for each type of impact fee and the region.

We will analyze the impacts of new development on each district's fire facilities and calculate impact fees based on that analysis. In general, the scope of services involves the work necessary to comply with the requirements of the California Mitigation Fee Act (Government Code Sections 66000 et seq.).

The specific scope offered in this proposal is defined by the tasks described in the work plan that follows. It excludes legal, engineering, architectural, cost estimating and appraisal services.

Information to be Provided by Each District

The work to be performed on this impact fee study will depend heavily on information to be provided by each district. Among the types of information that may be needed by NBS for this study are:

- Any relevant planning studies such as General Plans for agencies served by the district, local transportation planning data that captures population served, etc.
- Data on the amount of existing development and planned future development in the study area, by land use type. This information may be available from other agencies such as Lake County.
- The Capital Improvement Program, level of service policies, facility master plans and other facility planning data, plus inventories of existing facilities, vehicles, and equipment of types to be funded by impact fees.
- Cost estimates for land, capital improvements, vehicles, and/or equipment to be funded by impact fees.
- Information on capital improvement funding sources and financing plans including special taxes, and any outstanding debt related to existing capital facilities.

This proposal assumes that all information needed to perform the work covered by the scope of this proposal will be provided by each district or is readily available from other sources such as the U.S. Census Bureau, or the California Department of Finance. Other sources of data for this project could also include assistance from Lake County, and/or other regional planning agencies.

Work Plan

The following tasks comprise the typical work plan for an impact fee study and may be adjusted to meet the needs of this project.

TASK 1. KICKOFF MEETING/PROJECT INITIATION

To initiate this project, we will facilitate a kickoff meeting with key district staff and carry out other activities required to initiate the study, including:

- Discuss the goals, work plan and schedule for the project.
- Establish coordination, communication, and reporting procedures.
- Conduct initial interviews with each district's key staff members.
- Evaluate available information resources.

- Review any existing impact fee programs and identify any issues of concern.
- Assess current development patterns and growth potential in the area served by each agency.

The kickoff meeting can be conducted in a videoconferencing and/or in-person workshop setting as desired by the participating agencies. If needed, NBS can also participate in an initial district Board, and/or County Board of Supervisors meeting to provide an overview of the project.

TASK 2. COMPILE DATA ON EXISTING AND FUTURE DEVELOPMENT

In this task, we will collect, review, organize and analyze data on existing and future development in each district, and compile it in a form useful for this study. Steps in that process may include:

- Establish boundaries of the study area to be used in the analysis.
- Define the breakdown of land use types to be used in the study. This proposal assumes we will use the same land use categories for all participating agencies to facilitate uniformity in the fee structure for the region.
- Analyze land use data provided by each agency and other agencies to establish a baseline of existing development and, if possible, a forecast of future development by land use type.
- Identify demand variables and specify demand factors that will be used to represent the impact of development in the impact fee calculations.
- Prepare development data tables to incorporate into the fee calculation model and the study report. Provide matrices of information wherever possible to show comparison of data and factors across participating agencies.

Data on existing development by land use type is more essential than data projecting future development. To the extent that data regarding future development anticipated through buildout is available, we will utilize that information to assist in revenue projections.

TASK 3. FACILITY NEEDS ANALYSIS

Using data from Task 2, we will review each district’s Capital Improvement Program, facility master plans, etc., and work with staff to identify new facilities, facility expansions, vehicles and equipment needed to serve future development. Steps in that process will include the following:

- Review adopted level-of-service standards and actual service levels for relevant facility types.
- Work with district staff to identify the operative level-of-service standard to be used in the impact fee analysis for each facility type.
- Identify any existing deficiencies or available capacity relative to the selected level of service standard.
- Project the additional service demand that will be created by new development, based on selected service levels.
- Translate service demand into facility and equipment needs.
- Compile cost estimates for relevant facilities and other assets.
- Identify costs eligible for impact fee funding.

TASK 4. IMPACT FEE ANALYSIS

Using the information developed in Tasks 2 and 3, we will conduct the impact fee analysis and calculate impact fees by land use type for each type of facility addressed in the study. That process typically includes these steps:

- Identify the most appropriate method to be used in calculating the impact fees.
- Construct a spreadsheet fee calculation model incorporating data on existing and future development, demand factors and eligible facility costs.
- Specify formulas in the model to allocate facility costs in proportion to the impact of new development by land use type.
- Calculate a cost per unit of service for each facility type.
- Convert the cost per unit of service into a schedule of impact fees per unit of development, by development type.
- Project potential revenue from the proposed fees.

TASK 5. FEE COMPARISON

We will conduct a survey of fire development impact fees charged by other California agencies, beginning with adjacent counties to Lake County and expanding outward as needed to obtain approximately seven (7) examples of impact fee programs that are comparable. We will download respective fee schedules from the Internet and make a reasonable attempt to contact agencies to find out more about how to interpret their fee schedules as needed for purposes of comparison.

TASK 6. DRAFT AND FINAL STUDY REPORTS

As the study progresses, we will submit preliminary drafts of each district's draft fee calculations, in Memorandum format, for their respective review and comment. Once each district accepts their Memorandum as final, a comprehensive draft impact fee study report, combining all participating district results, will be compiled, and circulated for review.

The comprehensive impact fee study report will explain the data, methodology, and formulas used in the fee calculations and document the nexus between the proposed fees and the impacts of development. Information will be displayed for each participating district and from a regional perspective as much as possible. The report will also propose findings to satisfy the requirements of the Mitigation Fee Act regarding the purpose of the fees, the use of the fees, and the reasonable relationship between the fees and development.

The comprehensive impact fee study report will include the following components:

- An Executive Summary including summary impact fee tables.
- A chapter discussing the legal requirements for impact fees and methods used to calculate the fees.
- A chapter presenting data on existing and future development in the study area, and the factors used to measure the impacts of development on individual facility types.
- A chapter presenting the data and methodology used in the analysis, a detailed explanation of the impact fee calculations, and documentation of the nexus.
- A chapter on implementation recommendations, covering steps needed to comply with the Mitigation Fee Act through proper administration of the impact fees, including but not limited to:
 - ✓ Findings and enactment of fees.
 - ✓ Collection and expenditure of fees.
 - ✓ Accounting and reporting requirements.
 - ✓ Administrative appeals, waivers, and exemptions.
 - ✓ Credits and reimbursements for developer-provided facilities.
 - ✓ Updating and indexing the fees.

- ✓ Recovery of administrative costs for the impact fee program.

Upon delivery of the draft comprehensive impact fee study report, we will meet with a gathering of participating district representatives to present the report findings and discuss initial policy and implementation considerations. Based on feedback received from all districts, we will complete a round of edits to the report and issue the final report.

Deliverables include: (1) Draft summaries of each district's fee calculations in Memorandum format for their respective review and approval; (2) a comprehensive impact fee study report combining all participating district results; (3) a final report prepared for review by district boards and the Lake County Board of Supervisors. All drafts and the final report will be submitted electronically in .PDF format.

To adopt the impact fee program, we anticipate that each district's board will review the final report, provide comment, and accept the report before it is ready for review by the Lake County Board of Supervisors. We will facilitate preliminary policy and strategy discussions with each district in preparing to review and accept the final report with their individual boards. Once all district boards have reviewed and accepted the report, we will conduct a round of edits, if needed, in preparation for the report's review by the Lake County Board of Supervisors.

TASK 7. PROJECT MEETINGS AND PRESENTATIONS

Our proposal provides flexibility to the districts in choosing the number of in-person versus remote meetings and presentations needed to accomplish the project's goals and objectives.

Meetings with District Staff – We plan to conduct regular meetings with staff to initiate the study process, review and discuss work products, and gain insight from staff on the direction of the study. We recommend one (1) in-person visit for Task 1 to initiate the project and meet all participating agencies in a workshop setting. The remaining work plan tasks 2 through 6 can be conducted remotely using videoconferencing, email, telephone, etc.

Presentations – We will prepare PowerPoint presentations and present findings to individual district boards, Lake County's Board of Supervisors, board subcommittees, or industry stakeholders as needed. We can conduct these implementation meetings remotely, or in person, as required by each district and/or the County.

AB 602 and Impact Fees

AB 602 creates some new requirements for impact fees that will go into effect in 2022. The new law amends Government Code Section 65940.1 and adds Section 66016.5. The following is a summary of requirements imposed that will be important to review, discuss, and address during this study:

1. A city, county or special district that has an internet website shall post on its website:
 - A current written schedule of fees, exactions and affordability requirements applicable to a proposed housing development project, and shall present that information in a manner that identifies the fees, exactions and affordability requirements that apply to each parcel and the fees that apply to each new water and sewer utility connection.
 - All zoning ordinances and development standards and specifying the zoning, design and development standards that apply to each parcel.
 - A list of the information that will be required from any applicant for a development project, as specified in Government Code Section 69540.

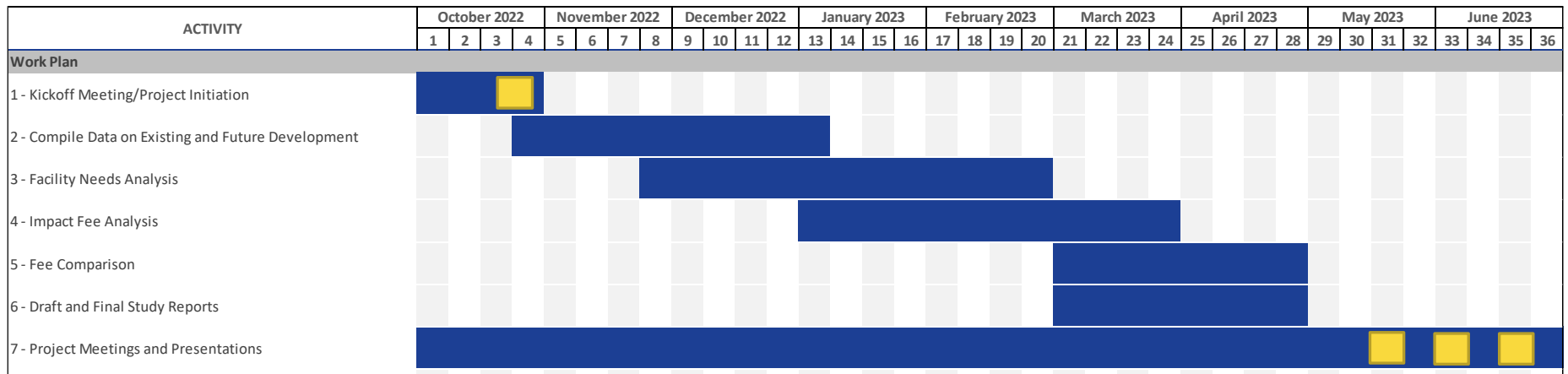
- The current and five previous annual fee reports required by Government Code Section 66006 and Subsection 66013 (d).
 - An archive of impact fee nexus studies, cost of service studies or equivalent conducted on or after January 1, 2018.
2. The above information shall be updated within 30 days of any changes.
 3. A City or County shall request from a development proponent, upon issuance of a certificate of occupancy or final inspection, the total amount of fees and exactions associated with the project for which the certificate is issued. That information must be posted on the website and updated at least twice a year.
 4. Before adoption of an impact fee, an impact fee nexus study shall be adopted.
 5. When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and explain why the new level of service is appropriate.
 6. If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of the fees collected under the original fee.
 7. A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of the proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development. The law outlines some possible exceptions to this requirement.
 8. Large jurisdictions as defined in Section 53559.1 (d) of the Health and Safety Code (counties of 250,000 or more and cities in those counties) shall adopt a capital improvement plan as part of a nexus study.
 9. All studies shall be adopted at a public hearing with at least 30-days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.
 10. Studies shall be updated at least every eight years, beginning on January 1, 2022.


2 | PROJECT SCHEDULE

The following is an overview of our estimated project schedule, assuming a start date of October 2022 for illustrative purposes. We anticipate a project of this nature will require approximately six to eight months to complete a final report and another one to two months to fully implement with adoption proceedings. Also, do note that the Mitigation Fee Act requires a 60-day waiting period before fees become effective once they are adopted.

This is a preliminary estimate of project schedule only; we are of course amenable to discussing and developing a project schedule that works best for all participating districts, as needed.

Study of Fire Districts Impact Fees in Lake County



 Estimated timing for site visit for public meeting/presentation purposes

3 | STATEMENT OF QUALIFICATIONS

For this engagement NBS will serve as the primary consultant and project manager, and Colgan Consulting will join our team as a California impact fee specialist. NBS as a firm has provided Development Impact Fee Study services for 15 years, and Colgan Consulting for over 30 years. Since 2018, NBS and Colgan Consulting have worked exclusively together on many Development Impact Fee studies across California.

NBS Company Overview

Helping communities fund tomorrow.

In 1996, California municipalities were struggling to appropriately implement local funding tools while trying to interpret Proposition 13 and a host of other rules and regulations. Then, Proposition 218 entered the scene making municipal funding even more challenging. Seeing the potentially negative effects this could have on local communities, several experienced and concerned finance and engineering professionals gathered to create NBS.

We provide a full range of cost and revenue consulting services, including Development Impact Fee Studies, User and Regulatory Fee Studies, Overhead Cost Allocation Plans, Fiscal Impact Analysis, Utility Rate Studies, Short and Long-Term Financial Plans and Projections, as well as formation and administration of Special Financing Districts (SFDs). Across all practice areas, we have worked with more than **500 public agencies** to date, including cities, counties, school districts, utilities, and special districts.

Colgan Consulting

Joe Colgan formed Colgan Consulting in 2004, after 14 years as the principal impact fee consultant for David M. Griffith & Associates (DMG) and for MAXIMUS, Inc, which acquired DMG in 1998. Overall, he has specialized in development impact fees for more than 30 years and has prepared more than 150 impact fee studies for cities, counties, and special districts in California and five other states. Joe has a thorough understanding of the constitutional and statutory requirements for defensible impact fees and is an expert in the technical aspects of impact analysis, fee calculation and nexus documentation.

His background includes ten years in local government as a planner and planning director, which provided him with extensive experience in land use planning and capital facilities planning. He has served three terms on the board of the National Impact Fee Roundtable (now the Growth and Infrastructure



NBS
AT-A-GLANCE: helping communities fund tomorrow

26 In Business **100%** NBS is a 100%
YEARS **ESOP** employee-owned
S-Corporation

NBS HEADQUARTERS
32605 Temecula Pkwy | Suite 100
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE
870 Market Street | Suite 1223
San Francisco, CA 94102

CONTACT
Nicole Kissam | 800.676.7516
nkissam@nbsgov.com

LEGAL NAME **DBA** **55**
NBS Government **NBS** **EMPLOYEES**
Finance Group

INDIVIDUAL AUTHORIZED TO NEGOTIATE
AGREEMENT
Michael Rentner, President

Consortium) including one term as Vice-Chair and has spoken on impact fees at conferences and seminars nationally.

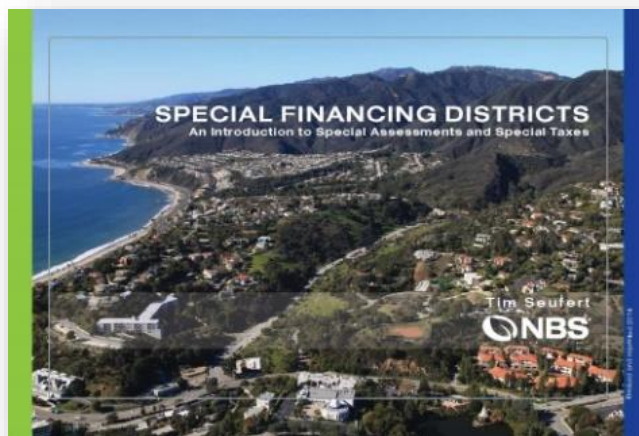
Joe's key impact fee qualifications include:

- A thorough understanding of the legal framework for impact fees, including the Mitigation Fee Act, the Quimby Act, and constitutional requirements for defensible impact fees.
- Wide-ranging expertise in the technical aspects of impact analysis, fee calculation and nexus documentation and the ability to apply innovative analytical methods to complex situations.
- First-hand knowledge of a wide variety of cost allocation and fee calculation methodologies.
- Experience calculating impact fees for water, sewer, transportation, and drainage systems; parks, open space and trails; community and recreation centers; libraries; police and fire facilities, and general government facilities.
- A background in land use planning and capital facilities planning, as well as direct involvement in the programming, planning, design, and construction of numerous of public facilities.
- The ability to understand and interpret planning documents, facility master plans, and engineering studies.
- Knowledge of cash flow modeling and the use of discounted present value calculations to incorporate past or future debt service payments into impact fees.
- Sensitivity to local political environments, and experience in productively involving stakeholders and the public in the impact fee process.
- A long record of successfully completing impact fee studies to the satisfaction of his clients and with the respect of the building industry.

NBS Publications

We believe in continuing education, not only for our own team, but also for our clients and municipal staff.

As industry leaders, we have a unique set of qualifications and experience in the work we perform. In that regard, we have published four booklets on related industry topics that can be downloaded at no charge at www.nbsgov.com/insights (click on NBS Publications). For a hard copy, please call 800.676.7516 or email contactnbs@nbsgov.com.



- ***Special Financing Districts (SFDs)*** (2015) has been credited as the best publication on SFDs in a decade by prominent industry professionals.
- ***Rates, Fees and Charges Compendium*** (2015) has received high regard and interest from industry professionals.
- ***Stormwater: A Ten-Step Funding Plan*** (2018) addresses the spectrum of stormwater needs in California.

- **Community Facilities Districts (CFDs)** (2018) explains this robust funding and financing tool for local governments in California.



Similar Development Impact Fee Studies

The following table reflects a sampling of municipal agencies for whom NBS and Colgan Consulting have completed Development Impact Fee studies together in the past five (5) years:

TYPE OF IMPACT FEE						
Agency	Park Land / Improvements	Public Safety	Public Buildings	Roads / Traffic	Storm Drain	Water / Sewer
City of Angels Camp	✓	✓	✓	✓		
City of Beaumont	✓	✓	✓	✓		
City of Cloverdale	✓	✓	✓	✓	✓	✓
City of Eastvale		✓	✓	✓		
City of Encinitas	✓	✓	✓			
City of Indio	✓	✓	✓	✓	✓	✓
City of La Quinta	✓	✓	✓	✓		
City of Lemoore	✓	✓	✓	✓		✓
City of Madera	✓	✓	✓	✓	✓	✓
City of Moreno Valley	✓	✓	✓	✓		
City of Orange		✓	✓			
City of Orland	✓	✓	✓	✓		✓
City of Rancho Cucamonga	✓	✓	✓			
City of Rocklin	✓	✓	✓			
City of Victorville	✓	✓	✓	✓	✓	✓
City of Vista	✓	✓		✓		
City of Watsonville	✓					
City of Wildomar	✓	✓	✓	✓	✓	
East Contra Costa Fire Protection District		✓				
Groveland CSD	✓	✓				✓
Lathrop Manteca Fire District		✓				
Moraga Orinda Fire District		✓				
Rancho Cucamonga Fire District		✓				
Sacramento Metropolitan Fire District		✓				
Town of Ross				✓	✓	
Town of Windsor	✓	✓	✓			

Project Team / Resumes

NBS will manage the project participate in all aspects of technical analysis, and Joe Colgan of Colgan Consulting will assume the role of Impact Fee Specialist providing extensive industry experience and technical leadership required for the project.

The proposed project team has extensive experience in the fields of finance, management, and local governance, and is fully conversant with all changes to laws, codes, and regulations affecting the requirements for this Impact Fee Study.

Full resumes follow the brief biographies below, which detail staff roles and responsibilities for this project.

NICOLE KISSAM | PROJECT MANAGER

Roles and Responsibilities: Nicole Kissam will provide leadership on this project including serving as the primary point of contact for district staff and directing the work efforts of our project team. Nicole will be fully conversant in all findings and available for public events as needed. She will assist Joe Colgan in all aspects of project design and analysis and provide senior-level technical analysis throughout the project.

Work Experience: Nicole Kissam is a Director of the NBS Financial Consulting Group. She has 20 years of experience as a financial consultant to the public sector and has managed many impact fee studies for both large and small agencies. Nicole has been a financial and management consultant to California's local governments for most of her career, specializing in impact fee analysis, user and regulatory fee analysis, cost allocation and grant related cost recovery, and operational improvement strategies. Prior to her career in public sector consulting, Nicole worked in a City finance department for several years, and also in marketing and public relations firms. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo.

JOE COLGAN | IMPACT FEE SPECIALIST

Roles and Responsibilities: Our partner and sub-consultant Joe Colgan of Colgan Consulting Corporation will work closely with NBS and other team members as the technical expert on this impact fee analysis.

Work Experience: Joe Colgan and NBS have been working together exclusively on impact fee studies since 2018. Together, we bring to this engagement a cohesive team of senior professionals with over three decades of experience performing such impact fee studies. Joe founded Colgan Consulting in 2004 after 14 years as the principal impact fee consultant for David M. Griffith & Associates (DMG) and for MAXIMUS, Inc., which acquired DMG in 1998.

Joe Colgan is a recognized expert in impact fee analysis with over 30 years of experience in the field. He is a professional planner with 10 years of direct experience in local government as a planner and planning director and extensive experience in land use planning and capital facilities planning. He has served three terms on the board of the National Impact Fee Roundtable (now renamed the Growth and Infrastructure Consortium), including one term as vice chair, and has spoken on impact fees at conferences and seminars nationally. He has a Bachelor of Architecture degree from the University of Nebraska, Lincoln, and a Master of City Planning degree from the University of Pennsylvania.

Joe's impact fee qualifications include a thorough understanding of the legal framework for impact fees, including the Mitigation Fee Act, the Quimby Act, and constitutional requirements for defensible impact

fees, wide-ranging expertise in the technical aspects of facility needs analysis, impact analysis, fee calculation and nexus documentation.

Joe has first-hand knowledge of a wide variety of cost allocation and fee calculation methodologies, including the advantages and disadvantages of each method, as well as experience calculating impact fees for water, sewer, drainage and transportation systems; parks, open space and trails; community and recreation centers; libraries; police and fire facilities, and general government facilities.

NBS PROJECT ANALYSTS AND CONSULTANTS

Other NBS staff that may be assigned to support this project include:

- Lauren Guido, Consultant
- Nicole Huerta, Consultant
- Kaitlan VanBremen, Project Analyst

Roles and Responsibilities: Under the direction of the project manager, these staff will support the Project Manager as needed with the completion of key aspects of the project’s Task Plan, including but not limited to Excel model development, data collection and analysis, timeline management, draft reviews, and documentation efforts.

Work Experience: These staff add approximately one to four years of cost analysis experience and more than a decade of accounting and financial management experience collectively to the project team. All Project Analyst and Consultant staff at NBS have extensive applied skills in analytical software, databases, and spreadsheets, as well as a Bachelor’s level degree from an accredited university.

TIM SEUFERT | CLIENT SERVICES DIRECTOR

Roles and Responsibilities: As Client Services Director, Tim Seufert will ensure that the project’s fundamental objectives are being met at all times and it is proceeding on a timely basis. He is included on the team as an active representative of our commitment to the highest level of service.

Work Experience: Tim Seufert has two decades of local government experience with a wide variety of revenue tools. He also has a decade of corporate financial experience. Tim has been involved with many projects from their inception and feasibility stage to their completion. He has been a presenter at dozens of training seminars, and he is an author on local government finance issues for the California League of Cities, the California Special Districts Association, California Society of Municipal Finance Officers, and other forums.

EDUCATION

- Bachelor of Science, Business Administration, California Polytechnic State University, San Luis Obispo

AFFILIATIONS

- California Society of Municipal Finance Officers (CSMFO)
- Growth and Infrastructure Consortium (GIC)

SPEAKING / MEDIA (LAST 5 YEARS)

- *“Cost Allocation Plans (CAP) Best Practices; A Discussion of CAP Basics, Timelines, Case Studies, and In-House vs. Vendor-supported Approaches”* - California State Association of County Auditors (SACA) Conference, 2021
- *“A Revenue Cornucopia: One Special District’s Approach to Raising Revenue”* - California Special Districts Association (CSDA), Exhibitor Series, 2020
- *“Tools for Fiscal Sustainability”* - CSMFO Desert Chapter, 2020
- *“Fees, Fees, and MORE FEES!?”* - California Association of Recreation and Park Districts, Annual Conference, 2019
- *“Building Department Fees...you need a plan”* - California Building Officials (CALBO) Annual Business Meeting, 2018



“Thanks again for another successful fee study. Always a pleasure working with you and your team.”

*Greg McFann, Building Official
City of Alameda*



HIGHLIGHTS

Nicole Kissam is Director of Financial Consulting for NBS. She has more than 20 years of experience in public sector consulting, city government, marketing, and public relations. Nicole specializes in cost recovery and revenue policy for California local governments. She routinely manages projects and provides senior level technical analysis on impact fee studies, user/regulatory fee analyses, cost allocation plans, and financial plans. She has completed over 100 consulting engagements for a range of cities, counties, and special districts, including those with less than 10,000 population up to the largest in the State such as Los Angeles, Sacramento, and San Jose. Her background also includes performance of various management audits that improved operational efficiency of development services, parks and recreation, and utility departments. Nicole is regularly invited to speak on the topics of cost recovery, fee program development, and fiscal sustainability for various prominent professional organizations in California.

RELEVANT PROJECT EXPERIENCE

- **East Contra Costa Fire Protection District, Impact Fee Study and Fire Prevention Regulatory Fee Study** – Completed a complex analysis of impact fees for the District, requiring the merging of several different legacy fee structures from the County and two incorporated cities served by the District. The Study required participation with interested developers, has been successfully adopted in 2020 by the County and one incorporated city, and is pending final adoption by the second city’s Council in February 2021. NBS also developed a first Regulatory fee program for the District’s newly added fire prevention division, adopted in 2020.
- **City of Indio, Citywide Development Impact Fee Study** – Fees evaluated included Park Land and Improvements, Fire Protection Facilities, Police Facilities, Public Buildings, Roads and Bridges, Traffic Signals, Storm Drainage Improvements. Final Report issued in May 2020, pending public hearing and adoption by City Council.
- **City of La Quinta, Development Impact Fee Study** – Fees evaluated included Parks and Recreation, Community and Cultural Centers, Library, Civic Center, Maintenance Facilities, Transportation. Adoption process involved working with local building industry associations. Fee program adopted successfully by Council in 2019.
- **Los Angeles, Tree In-Lieu Fee Analysis for the Board of Public Works** – Evaluated the cost of sourcing, planting, and maintaining trees paid for “in-lieu” of conditions of development for protected trees and other types of City trees. Assisted in implementing a fee program with the Board of Public Works.
- **Other Recent Impact Fee Projects** – Lathrop Manteca Fire District, Moraga Orinda Fire Protection District, City of Orland, Plymouth, Rancho Cucamonga, Rocklin, Town of Ross, Sacramento Metropolitan Fire District

EDUCATION

- Master of City Planning degree, University of Pennsylvania
- Bachelor of Architecture degree, University of Nebraska, Lincoln

AFFILIATIONS

- Growth and Infrastructure Consortium (formerly the National Impact Fee Roundtable)
- Over 35 years as a member of the American Planning Association (APA) and the American Institute of Certified Planners (AICP)

SPEAKING / MEDIA

- National Impact Fee Roundtable | 2004 2005, 2007, 2009, 2011
- California Association of Recreation and Parks Districts | 2019

HIGHLIGHTS

Joe Colgan is founder and president of Colgan Consulting Corporation, a small Sacramento firm specializing in development impact fees for cities, counties and special districts. He has a thorough understanding of the constitutional and statutory requirements for defensible impact fees and is an expert in impact fee methodologies.

The vast majority of Joe's impact fee work has been done for California clients, but he has also done impact fee studies in Oregon, Arizona, Utah, New Mexico and Florida. He has prepared more than 150 impact fee studies since 1990, for clients as large as Albuquerque, NM (pop. 555,000) and the Orange County (CA) Fire Authority (serving 22 cities and unincorporated Orange County), and as small as Angels Camp, CA (pop. 4,050)

RELEVANT PROJECT EXPERIENCE

- **Madera, CA**, Comprehensive Impact Fee Study and Update
- **Beaumont, CA**, Comprehensive Impact Fee Study
- **Windsor, CA**, Impact Fee Study for Parks and Rec, Open Space and Trails, Police, Fire and Public Facilities
- **Cloverdale, CA**, Impact Fee Study for Accessory Dwelling Units
- **Moreno Valley CA**, Comprehensive Impact Fee Studies and Updates; Joe has prepared four impact fee studies for Moreno Valley
- **Encinitas, CA**, Impact Fee Study Streets and Signals, Parks, Fire and Libraries; Joe has prepared three impact fee studies for Encinitas
- **Rancho Cucamonga, CA**, Two Impact Fee Studies for Parks, Community & Recreation Centers, Libraries, Police, and the Animal Center
- **Indio, CA**, Comprehensive Impact Fee Study
- **Manhattan Beach, CA**, Impact Fee Feasibility Study
- **Wildomar, CA**, Comprehensive Impact Fee Study and Two Impact Fee Update Studies
- **City of Rocklin, CA**, Parks and Public Facilities Impact Fee Study
- **Vista, CA**, Impact Fee Update Study for Streets and Signals; Joe has prepared four impact fee studies for Vista
- **La Quinta, CA**, Comprehensive Impact Fee Studies and Updates; Joe has prepared three impact fee studies for La Quinta
- **City of Orange, CA**, Impact Fee Study for Police, Libraries and Parks
- **Lemoore, CA**, Comprehensive Impact Fee Studies and Updates; Joe has prepared four impact fee studies for Lemoore

References

Below are several references for recently completed impact fee studies.

EAST CONTRA COSTA FIRE PROTECTION DISTRICT **FISCAL IMPACT ANALYSIS, DEVELOPMENT IMPACT FEE, COMPREHENSIVE FINANCE PLAN MODELING, AND CFD FORMATION**



Project Dates: 2019 to present

Contact Information

Brian Helmick
Fire Chief
150 City Park Way
Brentwood, CA 94513
P: 925.634.3400
E: bhelmick@eccfpd.org

NBS Project Team: Sara Mares
(FIA, CFD, Financial Plan),
Stephanie Parson (FIA), Nicole
Kissam (DIF, Financial Plan),
Jordan Taylor (Financial Plan),
Colgan Consulting (DIF)

In 2019, NBS was selected to perform a Fiscal Impact Analysis (FIA), Community Facilities District (CFD) Formation, and Development Impact Fee (DIF) Study from a pool of respondents to a request for proposal. Understanding not only the ongoing funding of services, but the future impact to both cost and revenue was of utmost importance. The Development Impact Fee Study coordinated efforts between the work on the FIA and CFD studies as needed. In 2020, NBS was again hired to prepare Comprehensive Financial Plan Modeling to serve as a financial “roadmap” for the District. NBS gathered applicable data, reviewed projected revenues and expenditures, evaluated the sufficiency of reserve funds and policies, and reviewed plans for funding the District’s capital improvement program. The findings were presented to staff, the Finance Committee and will ultimately be presented to the Board. Impact fees based on the DIF study were adopted by Contra Costa County, the City of Brentwood and the City of Oakley for ECCFPD.

GROVELAND COMMUNITY SERVICES DISTRICT **DEVELOPMENT IMPACT FEE STUDY FOR PARKS AND FIRE SERVICES**



Project Dates: September 2020 – June 2021

Contact Information

Peter J. Kampa
General Manager
18966 Ferretti Rd.
Groveland, CA 95321
Cell: 209.591.7100 - cell
Office: 209.962.7161 Ext. 1024
E: pkampa@gcsd.org

Nicole Kissam and Joe Colgan recently completed a study of impact fees for the District’s fire and parks services. The study was adopted unanimously by the District’s Board on July 13, 2021 and is now proceeding to the next steps of implementation with the County Board of Supervisors. If successfully adopted by the County, these will be the first impact fees implemented by the District for fire and parks services.

LATHROP-MANTECA FIRE DISTRICT
FIRE IMPACT FEE STUDY



Project Dates: March 2019 - August 2019

Contact Information

Larry Madoski
Admin. Division Chief
19001 Somerston Parkway
Lathrop, CA 95330
P: 209.941.5102
C: 209.851.5403
E: lmadoski@lmfire.gov

NBS Project Team: Nicole Kissam
and Joe Colgan

Lathrop-Manteca Fire District provides fire protection and emergency response services to the City of Lathrop and portions of unincorporated San Joaquin County adjacent to Lathrop. Largely as a result of the River Islands development, the City of Lathrop is one of the fastest growing cities in California. Rapid growth has required the District to plan for the construction of three new fire stations in the City over the next ten to fifteen years; in addition to completion of a new fire station in 2019 LMFD expects to have a total of eight fire stations at buildout. This study was limited to the portion of the District within the City of Lathrop. NBS worked closely with both the District and the City in preparing this impact fee study. Fire impact fees based on the NBS study were adopted by the Lathrop City Council in August 2019 without opposition from the building industry.

CITY OF RANCHO CUCAMONGA

IMPACT FEE STUDY FOR PARKS, LIBRARIES, COMMUNITY AND RECREATION CENTERS, POLICE AND FIRE FACILITIES, AND THE ANIMAL CENTER



Service Dates: 2020

Contact Information

Brian Sandona
Senior Engineer
10500 Civic Center Drive
Rancho Cucamonga, CA 91729
P: 909.477.2740 Ext 4020
F: 909.477.2849
E: Brian.Sandona@CityofRC.us

This study updated impact fees previously calculated for the City of Rancho Cucamonga by Joe Colgan in 2014. Together, NBS and Joe Colgan completed an impact fee update study for Park Land and Improvements, Community and Recreation Centers, Libraries, Police and Fire Facilities.

The work of this study included updating demographic data, including the inclusion of a major annexation, as well as facility costs used in the impact fee calculations. Updated impact fees were calculated to reflect those changes.

As part of this study, NBS carried out a detailed analysis of a random sample of 2019 police calls for service to establish the distribution of calls among various types of development and to calculate calls-per-unit-per year factors for use in the impact fee calculations.

The City Council adopted the updated impact fees in December 2020.

NBS conducted a separate study to calculate impact fees for the Rancho Cucamonga Fire District. The final report for this study was adopted by the District Board in November 2021. Implementation of the impact fees is pending.

SACRAMENTO METROPOLITAN FIRE DISTRICT

CAPITAL FACILITIES (IMPACT) FEE STUDY

Service Dates: 2016, Updated 2022



Contact Information

Jeff Frye
Chief Development Officer
10545 Armstrong Ave., Suite 200
Mather, CA 95655
P: 916.859.4517
E: Frye.Jeff@metrofire.ca.org

NBS Project Team:

Nicole Kissam, Joe Colgan

In 2016, NBS assisted the District with an update of their capital facilities fee program. Fees were successfully adopted by the District's Board upon completion of the Final Report. NBS recently completed another update to the District' fee program to reflect current planned improvement costs. The Final Report has been reviewed by the local Building Industry Association, accepted by the District's Board, and reviewed and accepted by the Sacramento County Board of Supervisors. At the end of June 2022, the Final Report was also reviewed and accepted by the Citrus Heights City Council.

4 | COST ESTIMATE

Our professional fees reflect the effort we believe is necessary to complete the scope of services described. We express this honestly and transparently through our price proposal. We have provided a total not to exceed fee ranging from the base of \$75,000 to complete the impact fee analysis final report, up to \$85,800 depending on the number and type of implementation meetings needed to complete the project. Meeting assumptions shown for each district are an initial estimate based on our experience, but NBS' actual attendance at meetings is at the discretion of each district depending on their need for support. The following table provides a breakdown of estimated fees per district participating in the Study.

Fire District	Impact Fee Analysis and Final Report	District Board Meeting (per meeting) ¹	City Council Meeting (per meeting) ²	County Board of Supervisors Meeting (per meeting) ³	Total Not to Exceed Fee
Kelseyville	\$13,000	\$750 Remote; \$1,200 In Person	N/A	\$150 Remote; \$240 In Person	\$13,900 - \$14,680
Lakeport	\$13,000	\$750 Remote; \$1,200 In Person	\$750 Remote; \$1,200 In Person	\$150 Remote; \$240 In Person	\$14,650 - \$15,880
Lake County	\$18,000	\$750 Remote; \$1,200 In Person	\$750 Remote; \$1,200 In Person	\$150 Remote; \$240 In Person	\$19,650 - \$20,880
Southlake County	\$13,000	\$750 Remote; \$1,200 In Person	N/A	\$150 Remote; \$240 In Person	\$13,990 - \$14,680
Northshore	\$18,000	\$750 Remote; \$1,200 In Person	N/A	\$150 Remote; \$240 In Person	\$18,900 - \$19,680
TOTAL	\$75,000	\$3,750 – \$6,000	\$1,500 - \$2,400	\$750 - \$2,400	\$81,000 - \$85,800

¹District Board Meeting: Anticipate one per participating agency

²City Council Meeting: Anticipate one each for Lakeport and Lake County; 2 meetings total

³County Board of Supervisors Meeting(s): Anticipate minimum of one meeting encompassing all districts together; possibly two meetings with an informational meeting followed by separate adoption hearing. Costs are shown as shared across all districts.

The following hourly rates will apply for the duration of our contract and are inclusive of all costs associated with professional time, such as travel, document production, and incidentals.

Title	Hourly Rate
Director - NBS	\$210
Colgan Consulting	\$150
Consultant/Project Analyst - NBS	\$140

INVOICING

We invoice on a monthly basis, following recorded consultant time on the project, paralleling our completion of the work. We can invoice each district separately or one district can elect to be the primary

point of contact for this purpose. At no time will we invoice for charges in excess of the fee to which the district and NBS mutually agree. Should the district specifically request additional services beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization from the district.



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

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

DATE: November 10, 2022

TO: Board of Directors

FROM: 
Gloria Fong
Staff Services Analyst

SUBJECT: Memorandum of Understanding for Helicopter Dip Tank

It is recommended that the Board of Directors approve and authorize the Assistant Fire Chief execute subject memorandum of understanding (MOU).

The MOU is intended to protect all parties, identify participants and their responsibilities. The helicopter dip tanks are physically located at 15217 Summit Boulevard in Cobb and 20401 Big Canyon Road in Middletown.

Attachments: Helicopter Dip Tank MOU

Memorandum of Understanding
South Lake County Fire Protection District's Helicopter Dip Tank

Whereas the below named parties wish to cooperate in the operation of a Helicopter Dip Tank in the community surrounding Middletown in Lake County, California, and

Whereas these Parties recognize that the Helicopter Dip Tank will provide a valuable service that will benefit the community by working towards the goal of efficiently reducing the spread of wildland fire, and

Whereas these Parties wish to work together in a collaborative fashion to accomplish this goal,

Therefore, they all understand and mutually agree that:

1. the Heart Consciousness Church (HCC) is a business in Lake County; and
2. the South Lake County Fire Protection District (SLCFPD) is a Special District that covers 293 square miles of southern Lake County; and
3. the Helicopter Dip Tank is provided by SLCFPD who will retain supervision of the Helicopter Dip Tank; and
4. SLCFPD is also providing funding to support the Helicopter Dip Tank; and
5. SLCFPD is making the Helicopter Dip Tank available to any wildland firefighting helicopter; and
6. the HCC, owner of the project site, 20411 Big Canyon Rd, Middletown, CA, has agreed to allow the SLCFPD to operate on this site free of charge, as long as all participants sign the "Indemnify and Hold Harmless" document, included here by attachment; and
7. the Helicopter Dip Tank requires the following materials and actions to operate, some of which require funds:
 - a. Preparing to use
 - i. Callayomi County Water District (CCWD) will provide water a technical expertise to supply water
 - ii. SLCFPD will provide logistical support to supply water from CCWD
 - iii. HCC will provide the location for the Helicopter Dip Tank
 - b. Operating the Helicopter Dip Tank
 - i. SLCFPD will check operation of the tank
 - ii. CCWD will check water supply
 - c. Management and administration responsibilities
 - i. SLCFPD will manage and maintain the Helicopter Dip Tank

8. The following are some sources of income that will fund the Cobb Forest Stewards program:
 - a. SLCFPD
 - b. South Lake County Volunteer Firefighters Association
 - c. South Lake County Fire Sirens
 - d. Grant funding

9. It is the understanding, the participating parties will work collaboratively to ensure that the materials and actions enumerated in #7 above shall be donated, paid for by SLCFPD, as generally described as follows:
 - a. Preparing for use
 - i. Creating necessary signage and promotion materials
 - ii. Establishing safety provisions, including a water source
 - iii. Drafting operating protocols, procedures and forms
 - b. Operating the Helicopter Dip Tank
 - i. The Helicopter Dip Tank includes mechanisms to keep itself full with water supply provided from CCWD

10. A full review of the project can be conducted by HCC or CCWD at any time..

This agreement shall be effective at midnight August 16, 2022. It may be amended and/or extended by mutual agreement of all parties.

Parties to this Agreement:

Heart Consciousness Church

_____	_____	_____
name	title	date
_____	_____	
mailing address	signature	

South Lake County Fire Protection District

_____	_____	_____
name	title	date
_____	_____	
mailing address	signature	

Callayomi County Water District

name

title

date

mailing address

signature

Attachments:

1. Project Participant "Indemnify and Hold Harmless" agreement

Helicopter Dip Tank Program

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR USE OF THE HELICOPTER DIP TANK

In consideration for the use of the Helicopter Dip Tank, and to the furthest extent allowed by law, the person named below as “**Helicopter Dip Tank Program Participant**” (“Program Participant”) recognizing that such Program Participant will benefit from the Helicopter Dip Tank Program, and recognizing that any risks associated with participation in the Helicopter Dip Tank Program are explicitly assumed by South Lake County Fire Protection District (SLCFPD), any such Program Participant does hereby agree to indemnify, hold harmless and defend any “Program Partner” (including the Heart Consciousness Church, Callayomi County Water District, the SLCFPD, Helicopter Operators, and the owner of the property on which the HDT may be located, including all officers, volunteers, employees, agents thereof) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (including by not limited to personal injury, death at any time and property damage) incurred by the Program Participant or any other person, and from any and all claims, demands and actions (including attorney’s fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of use of the Helicopter Dip Tank and facilities by the Program Participant or any of his/her/its officers, officials, employees, agents, volunteers or invitees. Program Participant’s obligations under the preceding sentence shall apply regardless of whether other “Program Partners” or any of their officers, officials, employees, agents or authorized volunteers are negligent but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct of the “Program Partners” or any of its officers, officials, employees, agents or authorized volunteers.

The Heart Consciousness Church shall be reimbursed for all costs and attorney’s fees incurred in enforcing this agreement.

This indemnification and Hold Harmless Agreement shall survive the use of the Helicopter Dip Tank and associated facilities.

Signed this _____ day of _____ 2022

Name of Air Curtain Program Participant (print)

Witness (for Heart Consciousness Church)

Address

Phone #

Signature



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: November 9, 2022

TO: Board of Directors

FROM: 
Gloria Fong
Staff Services Analyst

SUBJECT: Resolution 2022-23-16, A Resolution to Accept and Enter Into Agreement with Sacramento Metropolitan Fire District for Recovery of Administrative Costs for Implementation and Recovery of Ground Emergency Medical Transportation Payments for Term commencing July 1, 2022 to June 30, 2023

It is recommended that the Board of Directors approve and authorize the Board President to execute subject resolution and agreement.

The subject agreement extends previously approve agreement (attached). The recovery costs are the cost per transport fee and the 1% administrative fee. The cost per transport fee is based on the total number of statewide fee for service transports and is multiplied by the fire districts fee for service Medi-Cal transports (found on final settlement pages attached to finance communication). A presentation of this is also attached.


Attachments: Resolution 2022-23-16
Agreement (Attachment A) and Exhibit A
Cost Recovery presentation

South Lake County Fire Protection District SFY2021-23 Cost Recovery host contract with Metro Fire

{SMFD} GEMT <GEMT@metrofire.ca.gov>

Wed 10/19/2022 3:53 PM

To: Fong, Gloria

 2 attachments (2 MB)

2022 GEMT Administrative Costs Recovery limited.pdf; Agreement for Recovery of GEMT Admin Costs 2018-2023.pdf;

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

Good day,

Please find attached the new GEMT recovery of administrative costs host contract for South Lake County Fire Protection District, which covers July 1, 2018 to June 30, 2023. Please review, date and sign by an authorized agency's officer, using the current date. Per *Section III – Ratification*, this agreement will begin as of July 1, 2018 to cover any cost reporting you may submit to DHCS back to that date.

Return your signed agreement to GEMT@metrofire.ca.gov and we will sign and return a copy of the fully executed contract back to you and forward a copy to DHCS for their records.

Also included is our most recent training guide on the recovery of administrative processes. We hope this refreshes or helps in explaining what Metro Fire's responsibilities are and what we will bill for as the GEMT's host agency.

Please feel free to reach out if you have any questions.

Regards,

RMarie Jones

Accounting Specialist

Sacramento Metropolitan Fire District

GEMT Host Program Coordinator

916-859-4386

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

3
4 **RESOLUTION NO. 2022-23 16**

5
6 **A RESOLUTION TO ACCEPT AND ENTER INTO AGREEMENT WITH**
7 **SACRAMENTO METROPOLITAN FIRE DISTRICT FOR**
8 **RECOVERY OF ADMINISTRATIVE COSTS FOR IMPLEMENTATION AND RECOVERY OF**
9 **GROUND EMERGENCY MEDICAL TRANSPORTATION PAYMENTS FOR**
10 **TERM COMMENCING JULY 1, 2022 TO JUNE 30, 2023**

11
12 **WHEREAS**, the South Lake County Fire Protection District is an eligible provider
13 participating in the State Department of Health Care Services (State) Ground Emergency Medical
14 Transportation Supplemental Reimbursement Program; and,

15 **WHEREAS**, the Sacramento Metropolitan Fire District has been designated by the State to
16 recover the administrative and implementation costs required to be paid by eligible providers under
17 the State Code; and,

18 **NOW, THEREFORE, BE IT RESOLVED AND DIRECTED THAT** the South Lake County
19 Fire Protection District Board of Directors has reviewed and accepts the Agreement for Recovery of
20 Administrative Costs for Implementation and Recovery of Ground Emergency Medical
21 Transportation Payments for term commencing July 1, 2022 to June 30, 2023, for services covering
22 cost report beginning July 1, 2018, attached as "Attachment A" and authorizes the President of the
23 Board of Directors to execute Agreement.

24 **THIS RESOLUTION** was introduced and adopted by the Board of Directors of the South
25 Lake County Fire Protection District at a regular meeting held on the 15th day of November,
26 2022 by the following vote:

27 AYES:

28 NOES:

29 ABSENT OR NOT VOTING:

30
31 BY: SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
32 DEVIN HOBERG, President, Board of Directors

33
34 ATTEST: Gloria Fong, Clerk to the Board of Directors

**AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS
FOR IMPLEMENTATION AND RECOVERY OF GROUND EMERGENCY
MEDICAL TRANSPORTATION PAYMENTS**

This agreement is made and entered into on this ____ day of _____, 20____, between the Sacramento Metropolitan Fire District (“Metro Fire”), a political subdivision of the State of California and _____ (“GEMT Transporter”).

WHEREAS, the State Department of Health Care Services (“State”) has developed and is administering the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the California Welfare and Institutions Code Section 14105.94 (“State Code”) and State Plan Amendments (“SPA”) 09-024; and,

WHEREAS, the State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the State Code and SPA 09-024 (“State Agreement”), which is attached hereto as Exhibit A, and is incorporated as if set forth fully herein; and,

WHEREAS under the State Code an eligible provider of ground emergency medical transportation services may be entitled to supplemental Medi-Cal reimbursement as set forth in those provisions; and,

WHEREAS an eligible provider as described in the State Code is required to enter into an agreement to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement pursuant to the State Code; and,

WHEREAS pursuant to the State Agreement, Metro Fire has been designated by the State to recover the administrative and implementation costs required to be paid by eligible providers under the State Code; and,

WHEREAS Metro Fire will incur administrative and other costs in connection with billing GEMT Transporter for costs, and has assumed the risk of payment, or non-payment of the costs from GEMT Transporter;

NOW therefore, the Parties enter into this Agreement for the purpose of setting forth the manner and terms for payment of administrative costs by the eligible GEMT providers to Metro Fire, under the following terms and conditions.

I. PARTIES

Metro Fire is a designated agency for the collection of costs related to the GEMT Supplemental Medi-Cal Reimbursement Program. GEMT Transporter is an eligible provider of GEMT services as described in the State Code.

II. TERMS

This Agreement shall be effective and commence as of July 1, 2022 and shall end on June 30, 2023. However, GEMT transporter acknowledges and agrees that cost reports submitted by GEMT Transporters are subject to audit by the State of California for a period of up to three years from the date of submission of the reports by the GEMT Transporter to the State of California, or such other final settlement period as specified in a subsequent SPA. During that period of time, State administrative costs as defined in the State Code will continue to be incurred by the State for which the GEMT Transporter agrees to pay to Metro Fire pursuant to Section IV below. The GEMT Transporter agrees to pay its transporter share of administrative costs pursuant to Section V. after the termination of this Agreement, whether this Agreement is terminated by its term, or in the event GEMT Transporter elects to terminate the Agreement, or in the event that Metro Fire terminates the Agreement.

III. RATIFICATION

Where there has been a need for Metro Fire to provide services essential to the GEMT program in the State of California and where such services have been provided prior to the date of execution of this Agreement, both Parties agree that the calculation, and payment, of services under this Agreement shall begin on July 1, 2018.

IV. SCOPE OF SERVICES AND RESPONSIBILITIES

Metro Fire will provide the following services:

- A. Advance of GEMT administration costs to the State as provided by SPA 09-024 on behalf of the GEMT Transporter
- B. Administration of recovery of costs from GEMT Transporters

The GEMT Transporter will provide the following services:

- A. Accurate reports of transports eligible under the GEMT program
- B. Accurate record keeping and retention of records for a period of not less than seven (7) years
- C. Provide all records upon request for audit purposes

V. PAYMENT TERMS

GEMT Transporter agrees to pay Metro Fire the transporter's share of the State administrative costs as defined in the State Code. The GEMT transporter share will be based upon the administrative costs per fee for service Medi-Cal transport, multiplied by the GEMT Transporter's number of fee for service Medi-Cal transports for each reporting period. The administrative costs per fee for service Medi-Cal transport will be determined based on the total administrative costs of the State in administering the GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES SUPPLEMENTAL REIMBURSEMENT PROGRAM divided by the total number of fee for service

Medi-Cal transports statewide by all participating transporter agencies for each reporting period. Should Metro Fire be required to reimburse the State for administrative costs prior to the submission of cost reports in any given reporting period, the most recently completed cost reports shall be the basis for determining which agencies are considered participating transporting agencies. In addition, the GEMT transporter will compensate Metro Fire one percent (1%) of the GEMT transporter's gross State Supplemental Reimbursement of GEMT services under the State Code for each reporting period for Metro Fire's administrative services, cost of advancing funds for the State, and the risk of non-payment from GEMT Transporters.

- A. Metro Fire will notify, via email, the amount due under Section V. of this Agreement by the GEMT Transporter once the amount is determined
- B. All amounts due under this Agreement will be paid to Metro Fire no later than 30 days after the first notification is sent to the GEMT Transporter via one of the following methods: ACH/EFT, warrant from Invoice, or Credit Card
- C. Non-payment by the GEMT Transporter constitutes a breach of this Agreement and, if not cured, will result in a termination of this Agreement pursuant to Section XII below
 - a. A breach of this Agreement may be cured by the successful completion of the payment transaction to Metro Fire by GEMT Transporter within 30 days' notice by Metro Fire
 - b. The State will not provide GEMT supplemental reimbursements to the GEMT Transporter without a valid Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments with Metro Fire

VI. REIMBURSEMENT COSTS ACKNOWLEDGMENT

The GEMT Transporter acknowledges and agrees that the compensation paid to Metro Fire pursuant to this Agreement is intended to cover the costs for administering the supplemental reimbursement program under Section 14105.94(d) of the State Code. The compensation payable to Metro Fire is approved by the State, pursuant to the State Agreement attached as Exhibit A. The GEMT Transporter hereby agrees to waive any claim, action, or challenge to the payment method for the collection of costs under Section 14105.94(d) of the State Code, in the manner set forth in this Agreement.

VII. DISPUTE RESOLUTION

In the event of a dispute between the Parties in the terms of this Agreement as to any issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the Parties' right to pursue any available remedies at law or in equity.

VIII. MUTUAL INDEMNIFICATION

It is agreed that the GEMT Transporter shall defend, hold harmless and indemnify Metro Fire, its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees and costs) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the GEMT Transporter and its officers, employees or agents. It is further agreed that Metro Fire shall defend, hold harmless and indemnify the GEMT Transporter and its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees and costs) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of Metro Fire, its officers, employees, or agents.

IX. SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the Parties to this Agreement shall either amend this Agreement pursuant to Section X, or it shall be terminated.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, modification, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either of the Parties may terminate this Agreement upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. GEMT Transporter's responsibility for administrative costs incurred by the State associated with transporter costs reports and/or the State's audit of those costs shall survive the termination of the Agreement.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire Agreement between Metro Fire and GEMT Transporter regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between Metro Fire and GEMT Transporter regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XIV. INTEGRATION CLAUSE

This Agreement and any exhibits attached hereto shall constitute the entire Agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to this Agreement.

XV. CONTROLLING LAW

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the Parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature: _____
Dave O'Toole, Chief Financial Officer

Date: _____

AGENCY NAME

Signature: _____

Date: _____

Printed Name: _____

Title: _____

**AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES FOR ADMINISTRATIVE SERVICES RELATED TO MEDI-CAL
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
SUPPLEMENTAL REIMBURSEMENT PROGRAM**

1. Parties.

The parties to this Agreement are the Sacramento Metropolitan Fire District (Metro Fire), in its capacity as the host entity, and the California Department of Health Care Services (DHCS).

As authorized by California Welfare and Institutions Code section 14105.94, Metro Fire acts as the administrative agency for the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program on behalf of all publicly owned and operated GEMT providers in California participating in the program.

DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal) pursuant to California Welfare and Institutions Code section 14100.1.

2. Term of the Agreement.

Subject to the provisions of this Agreement, the term of this Agreement shall be from July 1, 2020, through and including, June 30, 2023.

3. Estimated Annual Payable Amount.

In full consideration of DHCS' performance of the services described in Schedule A and the conditions in Section 6., the estimated amount that Metro Fire shall be obligated to pay for services rendered for the term of this Agreement are listed below for each State Fiscal Year (SFY) beginning SFY 2020-21. However, only actual costs will be invoiced. The SFY begins on July 1st each year and ends on June 30th.

\$1,047,000 - for July 1st, 2020, through and including June 30th, 2021.

\$1,205,000 - for July 1st, 2021, through and including June 30th, 2022.

\$1,386,000 - for July 1st, 2022, through and including June 30th, 2023.

4. Purpose of the Agreement.

The purpose of this Agreement is for DHCS to perform services related to administering the GEMT Supplemental Reimbursement Program as described in Schedule A, attached hereto and incorporated by reference herein. Further, the purpose of this Agreement is to designate Metro Fire as the host entity that will collect administrative costs, as defined in Welfare and Institutions Code section 14105.94, subdivision (d), pursuant to written contracts between Metro Fire and eligible providers. The Provider Participation Agreement requires eligible providers to enter into written contract with DHCS. Additionally, the Provider Participation Agreement requires eligible providers to satisfy their responsibilities for reimbursing DHCS for its administrative costs by conditioning their participation in the supplemental payment program and their receipt of such

supplemental funds upon entering into the written reimbursement contracts between Metro Fire and the eligible providers for the payment of DHCS' administrative costs, the subject of this Agreement. It is understood by both Metro Fire and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities.

5. Contact Persons.

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of Metro Fire, to:

GEMT Coordinator
Sacramento Metropolitan Fire District
Attn: Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

Or to such person or address as Metro Fire may, from time to time, furnish in writing to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Attn: Chief, Medi-Cal Supplemental Payment Section
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing to Metro Fire.

6. Payment Terms and Invoicing.

- A. Metro Fire shall compensate DHCS for services listed in Schedule A, as authorized by Section 7 of this Agreement, within forty-five (45) days of receipt of an invoice from DHCS, which specifies both the total federally claimable administrative cost and the nonfederal share of the total cost.
- B. Failure by Metro Fire to timely compensate DHCS pursuant to Paragraph A shall constitute a material breach of this Agreement by Metro Fire, which at DHCS' discretion, may result in termination by DHCS pursuant to Section 9. Metro Fire may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement pursuant to Section 9, at which point such notice of termination shall be automatically rescinded.
- C. In no event shall Metro Fire render payment for any invoice or portion thereof exceeding the actual expenditure amount calculated per SFY. Payment for any

services rendered by DHCS exceeding the estimated amounts in Section 3 shall be permitted pursuant to Section 8.

- D. DHCS shall submit annual invoices to Metro Fire no sooner than forty-five (45) days following the close of each SFY. DHCS' invoice shall include the supplemental form identifying the following summarized categories of costs for the period billed: salary, benefits, operating expenses, and total costs.
- E. Metro Fire shall not be obligated to pay DHCS for the administrative services covered by any invoice if DHCS presents the invoice to Metro Fire more than one (1) year after this Agreement terminates.
- F. Payments shall be sent to DHCS at the following address:

California Department of Health Care Services
Safety Net Financing Division
Attn: Medi-Cal Supplemental Payment Section
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

7. Scope of Work.

In consideration of the payments hereinafter set forth, DHCS shall perform the activities related to administering the GEMT Supplemental Reimbursement Program as described in Schedule A, attached hereto and incorporated by reference herein. It is understood by both Metro Fire and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities. Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities as the single agency for Medicaid in California (Medi-Cal), the single state agency responsibilities shall take precedence. DHCS' cessation of any activities due to single state agency responsibilities does not relinquish the obligation of Metro Fire to reimburse DHCS for administrative costs actually incurred by DHCS.

8. Amendments.

Amendments to this Agreement shall be made only by a written agreement signed by the parties to this Agreement, and if required by State law, by approval of the California Department of General Services. Notwithstanding the previous sentence, updates on who will serve as the contact person identified in Section 5 may be transmitted by email to the other contact person or persons. In conformance with state law requiring Metro Fire to pay the State for the nonfederal share of its federally reimbursable administrative costs in administering the GEMT Supplemental Reimbursement Program, by entering into this Agreement, Metro Fire acknowledges and accepts that this Agreement shall be automatically amended to reflect updates to the State's administrative costs.

9. Termination.

This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Section 5 of this Agreement. Metro Fire shall be obligated to pay for all of the administrative costs incurred from the services duly performed by DHCS until the termination date.

The terms of Section 6 (Payment Terms and Invoicing), the last sentence of Section 9 (Termination), Section 10A (Indemnification), and Section 10C (Records) shall survive the termination of this Agreement.

10. General Provisions.

A. Indemnification. It is agreed that Metro Fire shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of Metro Fire, its officers, employees, or agents.

B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Section 8, or it shall be terminated.

C. Records.

1) Upon written notice, DHCS agrees to provide to Metro Fire, or any federal or State department having monitoring or reviewing authority, access to and the right to examine and audit its applicable records and documents for compliance with relevant federal and State statutes, rules and regulations, and this Agreement.

2) DHCS shall maintain and preserve all records relating to this Agreement for a period of three (3) years from receipt of the last payment of Federal Financial Participation (FFP) or until audit findings are resolved, whichever is greater.

D. Compliance with Applicable Laws. All services to be performed by DHCS pursuant to this Agreement shall be performed in accordance with all applicable federal and State laws, including, but not limited to:

- 1) The Americans with Disabilities Act of 1990, as amended;
- 2) Section 504 of the Rehabilitation Act of 1973, as amended;
- 3) Title 42, United States Code (U.S.C.) § 1396 et seq.;
- 4) Welfare and Institutions Code (W&I) § 14000 et seq.;

- 5) Government Code § 53060;
 - 6) The California Medicaid State Plan;
 - 7) Laws and regulations including, but not limited to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination.
- E. Controlling Law. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- F. Integration Clause. Notwithstanding the GEMT Supplemental Reimbursement Program Provider Participation Agreement in Section G. listed below and the DHCS Form 6208 signed by Metro Fire, this Agreement and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.
- G. Provider Participation Agreement. This Agreement does not alter, amend, or override any of the eligible providers' obligations or Metro Fire's obligations contained in the Provider Participation Agreement. The Provider Participation Agreement is an agreement between DHCS and each of the eligible providers, including Metro Fire, in its capacity as an eligible provider. The Provider Participation Agreement provides the terms and conditions for the eligible providers to participate in the GEMT Supplemental Reimbursement Program. Such terms and conditions include, but are not limited to, the requirement that the eligible providers reimburse Metro Fire for their share of the administrative costs incurred by DHCS in administering the supplemental payment program authorized in section 14105.94, subdivision (d). Failure by the eligible provider to comply with this responsibility shall constitute a material breach resulting in immediate suspension and the initiation of termination of the Provider Participation Agreement.
- H. Periodic Assessment. Pursuant to Welfare and Institutions Code section 14105.94, subdivision (d), Metro Fire enters into this Agreement in order to implement the GEMT Supplemental Reimbursement Program under which its eligible facilities may participate and for which Metro Fire will pay for the nonfederal share of all federally reimbursable administrative costs incurred by DHCS performing activities described in Section 7. SFMD agrees that DHCS may conduct a periodic assessment, as determined by DHCS, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code section 14105.94, subdivision (d), and further agrees that all invoicing as described in Section 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code section 14105.94, subdivision (d).
- I. Conformance Clause. This Agreement is entered in accordance with Welfare and Institutions Code section 14105.94, subdivision (d). Any provision of this Agreement in conflict with the present or future governing authorities of the Welfare and Institutions Code or other applicable state law or federal law and rules, including but not limited to, Title XIX of the Social Security Act, California's Medicaid State Plan, implementation directives promulgated by DHCS, and implementation directives promulgated by the Centers for Medicare & Medicaid

Services, is hereby amended to conform to those authorities. Such amended provisions supersede any conflicting provision in this Agreement.

The persons signing this Agreement on behalf of Metro Fire and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, Metro Fire or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of Metro Fire or DHCS, as applicable.

SACRAMENTO METROPOLITAN FIRE DISTRICT

DocuSigned by:
Signature: Todd Harms
Name: Todd Harms
Title: Fire Chief
Date: January 19, 2021

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Services Branch

DocuSigned by:
Signature: Carrie Talbot
Name: Carrie Talbot
Title: Staff Services Manager I
Date: January 19, 2021

SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
JULY 1, 2020 - JUNE 30, 2023

DHCS agrees to:

- A. Lead the development, implementation, and administration for the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program and ensure compliance with provisions set forth in California State Plan, Attachment 4.19-B, Supplement 18, pages 1-7.
- B. Submit claims for Federal Financial Participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- D. Reconcile Certified Public Expenditure (CPE) invoices with supplemental reimbursement payments and ensure that the total Medi-Cal reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limit as described in 42 C.F.R. 447-Payments For Services.
- E. Complete the audit and settlement process of the interim reconciliations for the claiming period as prescribed in California State Plan, Attachment 4.19-B, Supplement 18, pages 1-7.
- F. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the GEMT Supplemental Reimbursement Program provided by its staff based upon a cost accounting system which is in accordance with the provisions of Office of Management and Budget Circular A-87 and 45 Code of Federal Regulations Parts 74 and 95.
- G. Maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, travel and overhead costs for DHCS' staff, as well as equipment and all related operating expenses applicable to these positions to include, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to the GEMT Supplemental Reimbursement Program. Accounting records shall include continuous time logs for identified staff that record time spent in the following areas: the GEMT Supplemental Reimbursement Program and general administration.
- H. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.

- I. Designate a person to act as liaison with Metro Fire in regards to issues concerning this Agreement. This person shall be identified to Metro Fire's contact person for this Agreement.
- J. Provide a written response by email or mail to Metro Fire's contact person within thirty (30) days of receiving a written request for information related to the GEMT Supplemental Reimbursement Program.
- K. Provide accounting, and program technical assistance, and training related to the GEMT Supplemental Reimbursement Program to Metro Fire personnel after receiving a written request from Metro Fire's contact person.



RECOVERY OF ADMINSTRATIVE COSTS GEMT HOST

Presented by:
RMarie Jones

March 25, 2022



Administrative Costs Recovery & Host Fee Cycle



May cover multiple state fiscal years and will periodically update

DHCS/HOST AGREEMENT

DHCS entered into agreement with Metro Fire to host the reimbursement program.
Host agrees to pay 50% of DHCS' admin costs in full on behalf of all participants

1

HOST/PARTICIPANT AGREEMENT

All state GEMT participants must enter in contract with Host to ensure the participant pays back their portion of the DHCS' administrative costs and a 1% host administrative fee

2

HOST INVOICING

Host will invoice all state GEMT participants

- Reimbursement for their portion of DHCS' admin costs
- 1% host admin fees based off reimbursement from GEMT program

Payment on invoices are due with 30 days

3

FINAL RECONCILIATION

Final DHCS settlement for all participants occurs much later and may lead to additional billing or refund on overpayment

4

Cycle repeats annually per participant's agreements with DHCS and Host



1 DHCS AGREEMENT WITH HOST

DHCS has entered into agreement with the Host (Metro Fire) for administrative services related to the GEMT Supplemental Reimbursement Program pursuant to State Code and SPA09-024.

50% of DHCS' administrative costs are reimbursed by the State's GEMT participants. Per the Host agreement, Metro Fire is obligated to make this reimbursement payment in full to DHCS within 45 days of receipt for the invoiced amount estimated as follows:

July 1 2020 – June 30 2021	\$1,047,000
July 1 2021 – June 30 2022	\$1,205,000
July 1 2022 – June 30 2023	\$1,386,000

Actual costs will be invoiced.

CURRENT AGREEMENT PERIODS:

SFY 21-22
July 1, 2021
to
June 30, 2022



SFY 19-20
July 1, 2019
to
June 30, 2020





2 HOST AGREEMENT WITH PARTICIPANT

Each eligible provider is required to enter into an agreement with DHCS to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement.

Per the agreement with Metro Fire and the Participant, each participant agrees to:

- Pay back Metro Fire for their portion of the DHCS administrative costs paid on their behalf
- Compensate Metro Fire one percent (1%) of the GEMT transporter's gross State Supplemental reimbursement

Participant's share of the State's administrative costs should NOT be included as an expense in the entity's cost report.





The state share is divided by the total number of fee-for-service (FFS) transports statewide, this is referred to as the cost per transport (CPT) fee.

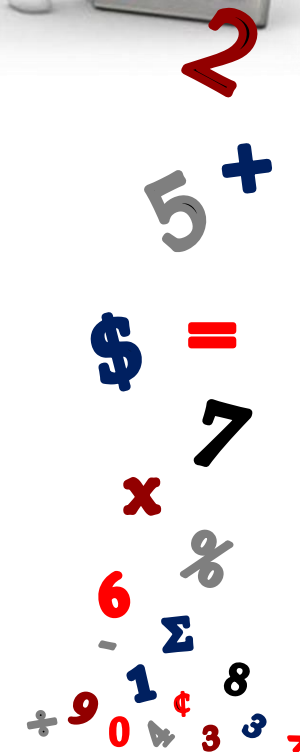
Each participants' share will be based on the CPT fee multiplied by the GEMT Transporter's number of FFS Medi-Cal transports for each reporting period.

STATE FISCAL YEAR	DHCS INVOICE	FEE-FOR-SERVICE TRANSPORTS	COST PER TRANSPORT
2015/16	\$539,276.71	52,193	\$10.33
2016/17	\$527,108.50	35,837	\$14.71
2017/18	\$622,169.14	38,151	\$16.31
2018/19	\$705,472.78	39,233	\$17.98
2019/20	\$723,337.41	36,445	\$19.85

rounded

FEE EXAMPLES	STATE SHARE ADMIN COSTS	TOTAL NUMBER OF MEDI-CAL TRANSPORTS	COST PER TRANSPORT	PROVIDER A	
	A	B	A / B = C	NUMBER OF TRANSPORTS	FEE
	A	B	A / B = C	D	C X D
	\$100,000	8,000	\$12.50	725	\$9,062.50
STATE SHARE ADMIN COSTS	TOTAL NUMBER OF MEDI-CAL TRANSPORTS	COST PER TRANSPORT	PROVIDER B		
A	B	A / B = C	NUMBER OF TRANSPORTS	FEE	
A	B	A / B = C	D	C X D	
\$100,000	8,000	\$12.50	60	\$750.00	

Revised as of 05/04/2022





3 HOST ADMINISTRATIVE FEE

As Host, Metro Fire incurs administrative costs while covering the administrative and implementation costs for all participants, managing contracts, billing GEMT transporters for costs, and assuming risk of non-payment of transporters.

↳ As Participants, the GEMT transporters agree to compensate Metro Fire one percent (1%) of the GEMT transporter's gross State Supplemental Reimbursement for GEMT services for each reporting period for Metro Fire's program and administrative services.

The GEMT Supplemental Reimbursement Payment(s) from DHCS for future years may not be issued if Participant remains past due with the Host. All past due accounts are reported to DHCS by the Host.





Final reconciliation, which occurs within three years of the postmark date of the cost report, will be performed by the DHCS-GEMT department where it will settle each provider's annual cost report. Actual net Medi-Cal allowable cost will be compared to the total base and interim supplemental payments made for the same period.

If an overpayment to the GEMT provider is determined it must be paid to DHCS and they will return the overpayment to the federal government.

If the GEMT provider has been underpaid, they will receive a final supplemental payment in the underpayment amount.

Once the audit has been completed with the state, we'll receive final reconciliation numbers. If there is a significant change in transport numbers, the host may send out adjusted invoices as necessary.





As Host, Metro Fire...

- is invoiced by DHCS annually based on the State Fiscal Year for 50% of their administrative costs
- pays DHCS' invoice in full on behalf of participating transporters
- invoices participants for their share of DHCS' administrative costs
- invoices participants 1% host fees

Participants will receive two invoices from the Host for each reporting period

- Cost per Transport Fee
- 1% Administrative Fee





Don Murray
Elise Williams
GEMT@dhcs.ca.gov

RMarie Jones
jones.rmarie@metrofire.ca.gov
916-859-4386
GEMT@metrofire.ca.gov

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

RESOLUTION NO. 2016-17- 17

**A RESOLUTION TO ACCEPT AND ENTER INTO AGREEMENT WITH
SACRAMENTO METROPOLITAN FIRE DISTRICT
FOR RECOVERY OF ADMINISTRATIVE COSTS FOR IMPLEMENTATION
AND RECOVERY OF GROUND EMERGENCY MEDICAL TRANSPORTATION PAYMENTS
FOR TERM BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2020
AND APPROVAL FOR THE BOARD PRESIDENT TO EXECUTE AGREEMENT**

WHEREAS, the South Lake County Fire Protection District is a fire protection district, participating in the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program; and

WHEREAS, the Board of Directors of the South Lake County Fire Protection District has reviewed and accepts the agreement for recovery of administrative costs for implementation and recovery of ground emergency medical transportation payments with Sacramento Metropolitan Fire District, as attached;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of South Lake County Fire Protection District hereby authorizes the President of the Board of Directors of South Lake County Fire Protection District to execute and enter into the attached agreement.

THIS RESOLUTION was introduced and adopted by the Board of Directors of the South Lake County Fire Protection District at its regular meeting held on the 16th day of May, 2017 by the following vote:

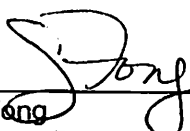
AYES: *Comisky, Hoberg, Martinelli, Day, Bostock*

NOES: *None*

ABSENT OR NOT VOTING: *None*

[SEAL]

ATTEST:


Gloria Fong
Clerk to the Board of Directors

SOUTH LAKE COUNTY
FIRE PROTECTION DISTRICT


ROB BOSTOCK
President, Board of Directors

**AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS
FOR IMPLEMENTATION AND RECOVERY OF GROUND EMERGENCY
MEDICAL TRANSPORTATION PAYMENTS**

This agreement is made and entered into on this 16th day of May 2017 between the Sacramento Metropolitan Fire District, ("Metro Fire") a political subdivision of the State of California and, South Lake County Fire Protection District, ("GEMT Transporter").

WHEREAS, the State Department of Health Care Services ("State") has developed and is administering the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the California Welfare and Institutions Code Section 14105.94 ("State Code") and State Plan Amendments ("SPA") 09-024; and,

WHEREAS, the State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the State Code and SPA 09-024 ("State Agreement"), which is attached hereto as Exhibit A, and is incorporated as if set forth fully herein; and,

WHEREAS under the State Code an eligible provider of ground emergency medical transportation services may be entitled to supplemental Medi-Cal reimbursement as set forth in those provisions; and,

WHEREAS an eligible provider as described in the State Code is required to enter into an agreement to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement pursuant to the State Code; and,

WHEREAS pursuant to the State Agreement, Metro Fire has been designated by the State to recover the administrative and implementation costs required to be paid by eligible providers under the State Code; and,

WHEREAS Metro Fire will incur administrative and other costs in connection with billing GEMT Transporter for costs, and has assumed the risk of payment, or non-payment of the costs from GEMT Transporter;

NOW therefore, the Parties enter into this Agreement for the purpose of setting forth the manner and terms for payment of administrative costs by the eligible GEMT providers to Metro Fire, under the following terms and conditions.

I. PARTIES

Metro Fire is a designated agency for the collection of costs related to the GEMT Supplemental Medi-Cal Reimbursement Program. GEMT Transporter is an eligible provider of GEMT services as described in the State Code.

II. TERMS

This Agreement shall be effective and commence as of July 1, 2017 and shall end on June 30, 2020. However, GEMT transporter acknowledges and agrees that cost reports submitted by GEMT Transporters are subject to audit by the State of California for a period of thirty-six (36) months from the date of submission of the reports by the GEMT Transporter to the State of California. During that period of time, State administrative costs as defined in the State Code will continue to be incurred by the State for which the GEMT Transporter agrees to pay to Metro Fire pursuant to Section IV below. The GEMT Transporter agrees to pay its transporter share of administrative costs pursuant to Section V. after the termination of this Agreement, whether this Agreement is terminated by its term, or in the event GEMT Transporter elects to terminate the Agreement, or in the event that Metro Fire terminates the Agreement.

III. RATIFICATION

Where there has been a need for Metro Fire to provide services essential to the GEMT program in the State of California and where such services have been provided prior to the date of execution of this Agreement, both Parties agree that the calculation, and payment, of services under this Agreement shall begin on July 1, 2017.

IV. SCOPE OF SERVICES AND RESPONSIBILITIES

Metro Fire will provide the following services:

- A. Advance of GEMT administration costs to the State as provided by SPA 09-024 on behalf of the GEMT Transporter.
- B. Assistance to the State GEMT program on behalf of the GEMT Transporters including:
 - a. Cost Report development
 - b. Information resource to the State and Federal governments
 - c. Program development to expand the scope of eligible costs
- C. Assistance to the GEMT Transporter including:
 - a. General (offsite) program assistance
 - b. Ombudsman services when needed
 - c. Advocate for reimbursements
 - d. Government relations

The GEMT Transporter will provide the following services:

- A. Accurate reports of transports eligible under the GEMT program
- B. Accurate record keeping and retention of records for a period of not less than seven (7) years
- C. Provide all records upon request for audit purposes

V. PAYMENT TERMS

GEMT Transporter agrees to pay Metro Fire the transporter's share of the State administrative costs as defined in the State Code. The GEMT transporter share will be based upon the administrative costs per fee for service Medi-Cal transport, multiplied by the GEMT Transporter's number of fee for service Medi-Cal transports for each reporting period. The administrative costs per fee for service Medi-Cal transport will be determined by the State of California based on the total administrative costs of the State in administering the GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES SUPPLEMENTAL REIMBURSEMENT PROGRAM divided by the total number of fee for service Medi-Cal transports statewide by all participating transporter agencies for each reporting period. In addition, the GEMT transporter will compensate Metro Fire one percent (1%) of the GEMT transporter's gross State Supplemental Reimbursement of GEMT services under the State Code for each reporting period for Metro Fire's program services, administrative services, expansion of program for future reimbursements, contracting services, other expenses, cost of advancing funds for the State, and the risk of non-payment from GEMT Transporters.

- A. Metro Fire will notify, via email, the amount due under Section V. of this Agreement by the GEMT Transporter once the amount is determined.
- B. All amounts due under this Agreement will be paid to Metro Fire no later than 30 days after the first notification is sent to the GEMT Transporter via one of the following methods: ACH/EFT, warrant from Invoice, or Credit Card
- C. Non-payment by the GEMT Transporter constitutes a breach of this Agreement and, if not cured, will result in a termination of this Agreement pursuant to Section XII below.
 - 1. A breach of this Agreement may be cured by the successful completion of the payment transaction to Metro Fire by GEMT Transporter within 30 days' notice by Metro Fire.
 - 2. The State will not provide GEMT supplemental reimbursements to the GEMT Transporter without a valid Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments with Metro Fire.

VI. REIMBURSEMENT COSTS ACKNOWLEDGMENT

The GEMT Transporter acknowledges and agrees that the compensation paid to Metro Fire pursuant to this Agreement is intended to cover the costs for administering the supplemental reimbursement program under Section 14105.94(d) of the State Code. The compensation payable to Metro Fire is approved by the State, pursuant to the State Agreement attached as Exhibit A. The GEMT Transporter hereby agrees to waive any claim, action, or challenge to the payment method for the collection of costs under Section 14105.94(d) of the State Code, in the manner set forth in this Agreement.

VII. DISPUTE RESOLUTION

In the event of a dispute between the Parties in the terms of this Agreement as to any issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the Parties' right to pursue any available remedies at law or in equity.

VIII. MUTUAL INDEMNIFICATION

It is agreed that the GEMT Transporter shall defend, hold harmless and indemnify Metro Fire, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the GEMT Transporter and its officers, employees or agents. It is further agreed that Metro Fire shall defend, hold harmless and indemnify the GEMT Transporter and its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of Metro Fire, its officers, employees, or agents.

IX. SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the Parties to this Agreement shall either amend this Agreement pursuant to Section X. Or it shall be terminated.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either of the Parties may terminate this Agreement upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. GEMT Transporter's responsibility for administrative costs incurred by the State associated with transporter costs reports and/or the State's audit of those costs shall survive the termination of the Agreement.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire Agreement between Metro Fire and GEMT Transporter regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between Metro Fire and GEMT Transporter regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XIV. INTEGRATION CLAUSE

This Agreement and any exhibits attached hereto shall constitute the entire Agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to this Agreement.


XV. CONTROLLING LAW

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the Parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature:  4/27/2017
Amanda Thomas, Chief Financial Officer Date

GEMT Transporter

Signature:  5/16/17
Name: Rob Bostock Date
Title: President, Board of Directors



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, October 18, 2022, 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 and consider the following items:

1. *President Hoberg called meeting to order at 7:12 p.m.*
2. *Chief Duncan led pledge of allegiance.*
3. *Present: Director Stephanie Cline and Madelyn Martinelli, Vice President Rob Bostock, President Devin Hoberg. Absent: Director Jim Comisky. Also present: Chief Paul Duncan, Battalion Chief Brian York, Office Technician Karin Collett, and Board Clerk Gloria Fong.*
4. **MARTINELLI/CLINE MOTION** to approve agenda. *AYES: Bostock, Cline, Martinelli, Hoberg. ABSENT: Comisky. NOES: None. MOTION CARRIED.*
5. Consideration of approval of videoconference option under AB 361. Board will consider approval of findings that there remains a State proclaimed COVID 19 health emergency and local officials continue to impose or recommend measures to promote social distancing.
BOSTOCK/CLINE MOTION to approve COVID item. *AYES: Martinelli, Cline, Bostock, Hoberg. ABSENT: Comisky. NOES: None. MOTION CARRIED.*
6. 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.

7. Communications:
 - 7.a. Fire Sirens: *No activity to report.*
 - 7.b. Fire Safe Council: *No activity other than item attached to agenda packet.*
 - 7.c. Volunteer Association: *Association President Todd Fenk reports that right now the biggest item is getting recruits. We had 8 applicants, and 4 slots were given by Napa. Because of the populist and the different counties there are 25 to 26 recruits. Four recruits are being scheduled for physicals and fittings, plus one or two on side for whatever reason, such as drop out.*
 - 7.d. Chief's Report

Chief Duncan added two items came up after notes were written, PG&E is providing tree removal service of additional trees at station 64 that have bug infestation, which are trees of threat and obstruction power lines and the Lake County Board of Supervisor resolution to change some interim regulation for cannabis building. The Lake County Fire Chiefs are adamantly against the regulation it because it gets around the receipt of fire mitigation fees. Estimated loss in fire mitigation fees is thousands inside the fire district and millions county wide when it comes to cannabis buildings. The reason for these fees is for impact and new development.

7.e. Finance Report. Staff Services Analyst Fong has nothing to finance report.

7.f. Directors' activities report

Director Cline touched base with Chief and declined purchase of Cobb property because of trees. She feels that it's cool that PG&E is providing tree removal service. She's looking forward to attending Fire District Association of California's leadership symposium the 24th through 26th, where she can network.

Director Bostock has no activity to report.

Director Martinelli is please with how Station 64 looks. Chief wink sent someone over to blew leaves a couple of days ago and she 'Thompson water-sealed' picnic bench in the Prather Plaza. She heard and asked Loch Lomond firewise to contact office staff about holding their meeting at Station 64.

Director Hoberg's activity was with a member of community approaching him about some of growth against repeater and if a fire would take out communications, which he referred to Chief Duncan.

8. Regular Items:

8.a. Review of director applicant(s) and consideration for recommendation of one nominee to 4-year term expiring December 2026 to Lake County Board of Supervisors for appointment. Placed on the agenda by Staff Services Analyst Gloria Fong.

Applicant Matt Stephenson is looking forward to filling position, if appointed. He currently works closely with PG&E and other nongovernmental and governmental entities and has a lot to contribute. He moved up from horse ranch in Sonoma where he was born and raised in 2018.

CLINE/BOSTOCK MOTION to accept Matt Stephenson's application and submit him as nominee to Board of Supervisors, using letter in agenda packet pending he meets residency criteria. AYES: Bostock, Cline, Martinelli, Hoberg. ABSENT: Comisky. NOES: None. **MOTION CARRIED.**

8.b. Consideration for Resolution No. 2022-23-15, A Resolution Accepting First Amendment to Agreement with Wittman Enterprises, LLC for Ambulance Billing and Collection Services. Placed on the agenda by Staff Services Analyst Gloria Fong.

BOSTOCK/MARTINELLI MOTION to approve resolution under 8b as written. AYES: Bostock, Martinelli, Cline, Hoberg. ABSENT: Comisky. NOES: None. **MOTION CARRIED.**

- 8.c. Consideration for PG&E Agreement for an Energy Efficiency Retrofit Program Upgrade of Fire Station Lighting and authorize Board President to execute agreement. Placed on agenda by Chiefs Paul Duncan and Mike Wink.

Survey by this company who does energy efficient work was done for all fire station. Changing out of all light fixtures to LED is funded through PG&E grant that will pay off over the course of 9 years. We won't see a change in the power bill for 9 years because the return on the investment is in paying off grant. The \$30 thousand is before the change, with addition to make functionality at station better for total of \$46,924.

CLINE/BOSTOCK MOTION to approve agenda item. AYES: Martinelli, Cline, Bostock, Hoberg. ABSENT: Comisky. NOES: None. **MOTION CARRIED.**

- 8.d. Consideration for audit services for FYE 2021, 2022 and authorize Board President and Chief to execute engagement letter. Placed on the agenda by Staff Services Analyst Gloria Fong.

Fechter & Company CPAs is the only bid, and the in-person is on the calendar for December 13th. When this audit is done, a request for proposal will go out earlier in the year.

Director Martinelli asks about having Joan Sturgis, who is a local Lake County firm provide bid. Director Hoberg suggests that we go with Fechter & Company CPAs, because it's so late in the year and request proposal from Joan Sturgis next year.

Fechter & Company knows our systems and bookkeeping. It would be faster for them to get through the fiscal year 2021, 2022 audit. We are already behind for one fiscal year.

CLINE/HOBERG MOTION to approve audit service 2021, 2022 with Fechter & Company CPAs. AYES: Martinelli, Cline, Hoberg. ABSTAIN: Bostock. ABSENT: Comisky. NOES: None. **MOTION CARRIED.**

9. 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.)

9.a. September 20, 2022, Regular Meeting Minutes

9.b. Warrants

9.b.1. October

9.b.2. September – corrected

9.c. Resolutions

9.c.1. Resolution No. 2022-23-12, A Resolution Appropriating Contingencies for Middletown Station 60 Commercial Door Repairs

9.c.2. Resolution No. 2022-23-13, A Resolution Transferring, Establishing and Appropriating Over-Realized / Unanticipated Revenues from Fire Mitigation Fees (for new Engine 6011, balance of amount approved at April 19, 2022 meeting)

9.c.3. Resolutions No. 2022-23-14, A Resolution Appropriating Contingencies for Middletown Station 60 Information Technology (IT) Upgrade

BOSTOCK/CLINE MOTION to approve consent items. AYES: Martinelli, Bostock, Cline, Hoberg. ABSENT: Comisky. NOES: None. **MOTION CARRIED.**

10. **CLINE/MARTINELLI MOTION** to adjourn meeting at 8:03 p.m. All in attendance are in favor of motion.

*Respectfully submitted by
Karin Collett, Office Technician:*

*READ AND APPROVED BY
DEVIN HOBERG, President – Board of Directors:*

South Lake County
 Fire Protection District
 Cost Accounting Management System
 Invoice Audit Trail

Detail Report by Vendor, Invoice
 Run Date: 11/09/2022 06:23:24pm By: GF

Selection Criteria:
 Include Inv Batch No: 11/15/22

Report Template:
 AP Invoice Report Board Warrant List
 \\Southlake\Lsladmin\Wincams\Lslfiles\Report\Criteria\AP Invoice Report Board Warrant List.rst

Invoice	Voucher No	Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
692		ACTION SANITARY	PORTABLE TOILET SERVICE	STA 63 PORTABLE TOILET/HAND WSH STA	18-00	63	350.00	
0020894		AIR INSTRUMENTATION OF CALIF	CO MONITOR SERVICE	STA 62 MONITOR 3RD OF 3 YR LEASE	17-00	62	1,352.40	
		AIR INSTRUMENTATION OF CALIF	CO MONITOR SERVICE	STA 62 CALIBRATION 3RD OF 3 YR LEAS	17-00	62	1,347.22	
		AIR INSTRUMENTATION OF CALIF	CO MONITOR SERVICE	STA 63 MONITOR 3RD OF 3 YR LEASE	17-00	63	1,352.40	
		AIR INSTRUMENTATION OF CALIF	CO MONITOR SERVICE	STA 63 CALIBRATION 3RD OF 3 YR LEAS	17-00	63	1,347.21	
80 102822		CALLAYOMI CO WATER DISTRICT	WATER USAGE	STA 60 (72840)	30-00	W0	780.71	
81 102822		CALLAYOMI CO WATER DISTRICT	WATER USAGE	FS (2995)	30-00	WF	50.46	
185 102022		COBB AREA WATER DISTRICT	WATER USAGE	STA 62 BI-MONTHLY (9000)	30-00	W2	162.60	
COLLETT20221024		KARIN COLLETT	MILEAGE EXP CLAIM	PICK UP SLCF CHECKS AT 255 N FORBES	29-50	P	42.50	
04-00532652		COUNTY OF LAKE SOLID WASTE	GARBAGE DISPOSAL	FS (2920LB)	30-00	GF	97.85	
04-00533864		COUNTY OF LAKE SOLID WASTE	GARBAGE DISPOSAL	FS (1700LB)	30-00	GF	56.97	
INV0017980		COUNTY OF LAKE HEALTH SVC DEPT	ANNUAL HMRRP-CUPA	HMRRP CATEGORY 4	28-30	62	913.00	
		COUNTY OF LAKE HEALTH SVC DEPT	ANNUAL HMRRP-CUPA	CUPA OVERSIGHT SURCHARGE	28-30	62	84.00	
INV0017981		COUNTY OF LAKE HEALTH SVC DEPT	ANNUAL HMRRP-CUPA	HMRRP CATEGORY 2	28-30	60	483.00	
		COUNTY OF LAKE HEALTH SVC DEPT	ANNUAL HMRRP-CUPA	CUPA OVERSIGHT SURCHARGE	28-30	60	84.00	
QE093022		DEPARTMENT OF INFORMATION TECHNOLOG	IT SERVICES	07/08/22 PARCEL DATA FILES (.5HR)	23-80	SP	35.00	
		DEPARTMENT OF INFORMATION TECHNOLOG	IT SERVICES	07/11/22 PARCEL DATA FILES (1HR)	23-80	SP	70.00	
		DEPARTMENT OF INFORMATION TECHNOLOG	IT SERVICES	07/15/22 CALLER ID ADJUSTMENT (.25H	23-80	SP	17.50	
5118		DJM COATING SERVICES, INC	ROOF INSPECTION & REPAIR	STA 60 INSPECTION,LABOR,TRVL	18-00	60	1,537.12	
		DJM COATING SERVICES, INC	ROOF INSPECTION & REPAIR	STA 60 MATERIAL & EQT	18-00	60	439.25	

Invoice	Voucher No	Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
		US BANK	VARIOUS (SEE ATTACHED)		VARIOUS (SEE ATTACHED)		4,579.52	
USBA002		U.S.BANK	VARIOUS (SEE ATTACHED)		VARIOUS (SEE ATTACHED)		18,646.90	
					TOTAL		56,124.95	

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
USBA001								
00893		WALMART	PRINTER & INK REPLACEMENT	STA 62 PRINTER INK	22-70	62	98.92	
		WALMART	PRINTER & INK REPLACEMENT	STA 62 BROTHER MONO LASER PRINTER	22-70	62	184.88	
		WALMART	PRINTER & INK REPLACEMENT	STA 63 PRINTER INK	22-70	63	148.38	
		WALMART	PRINTER & INK REPLACEMENT	STA 63 BROTHER MONO LASER PRINTER	22-70	63	184.87	
1074524CORR		SMILE BUSINESS PRODUCTS	PRINTER TONER	STA 60 PRINTER TONER	22-70	60	113.74	
1074524CR		SMILE BUSINESS PRODUCTS	PRINTER TONER	STA 60 PRINTER TONER	22-70	60	-113.75	
241970		PULLTARPS	REPL MANUAL TARP SYSTEM	U6011 SUPER SHIELD PULLTARP KIT	17-00	60	1,445.59	
		PULLTARPS	REPL MANUAL TARP SYSTEM	U6011 18' BM TARP W/ FLAPS	17-00	60	574.10	
ORD49099339		SAFEWAY	GROCERY ORDER	STA 62 GROCERY ITEMS	13-00	62	580.18	
ORDER585298		ROCKVILLE AUDIO	PORTABLE P/A TO SUPPORT EVENTS	STA 60 50' FEMALE TO MALE CABLE	28-30	60	53.52	
		ROCKVILLE AUDIO	PORTABLE P/A TO SUPPORT EVENTS	STA 60 100' .FEMALE TO MALE CABLE	28-30	60	70.68	
		ROCKVILLE AUDIO	PORTABLE P/A TO SUPPORT EVENTS	STA 60 MIC STAND	28-30	60	64.24	
		ROCKVILLE AUDIO	PORTABLE P/A TO SUPPORT EVENTS	STA 60 HANDHELP MIC	28-30	60	53.52	
		ROCKVILLE AUDIO	PORTABLE P/A TO SUPPORT EVENTS	STA 60 PORTABLE PA SPEAKERS (2)	28-30	60	1,092.88	
		ROCKVILLE AUDIO	PORTABLE P/A TO SUPPORT EVENTS	STA 60 10' AUX CABLE	28-30	60	27.77	
						SUBTOTAL	4,579.52	
USBA002								
02-116796 103122		SOUTH LAKE REFUSE	REFUSE/RECYCLE COLLECTION	STA 62 REFUSE/RECYCLE COLL	30-00	G2	75.54	
02-152940 103122		SOUTH LAKE REFUSE	REFUSE/RECYCLE COLLECTION	STA 60 REFUSE/RECYCLE COLL	30-00	G0	164.79	
02-601722 103122		SOUTH LAKE REFUSE	REFUSE/RECYCLE COLLECTION	STA 63 REFUSE/RECYCLE COLL	30-00	G3	65.92	
1390714		MYERS-STEVENS & TOOHEY & CO., INC.	INJURY/ILLNESS, INCOME PROT FOR VOL	FINAL 3RD INSTL YB 1/1/2023	03-30	I	2,738.00	
1617806		AMAZON	AMADOR STAFFING SUPPLIES	STA 60 BAR MOP, MULTIPURPOSE TOWELS	14-00	60	58.98	
17956565		ZORO	CLEANING SUPPLIES	STA 60 TRASH BAG-33 GAL (150)	14-00	60	44.19	
		ZORO	CLEANING SUPPLIES	STA 60 JANITOR CLEANING CART W-ZIPP	14-00	60	558.96	
20873		NATES ELECTRIC	TRAILER MOUNT GEN REPAIR	SLCF TRAILER GENERATOR MOUNT REPAIR	17-00	60	275.00	
26615565		MATHESON TRI-GAS INC	MEDICAL OXYGEN RENTAL	OX M250 (4)	19-40	O	164.85	
2907968		KELSEYVILLE LUMBER	TRASH CAN REPL	STA 60 LAUNDRY DET	14-00	60	25.72	
		KELSEYVILLE LUMBER	TRASH CAN REPL	STA 60 32 GAL GREEN TRASH CAN (APP	14-00	60	64.33	
2912437		KELSEYVILLE LUMBER	BREEZEWAY ENCLOSURE	FS BREEZEWAY ENCLOSURE	18-00	FS	496.26	
2913440		KELSEYVILLE LUMBER	BREEZEWAY ENCLOSURE	FS BREEZEWAY ENCLOSURE	18-00	FS	2,129.79	
2986655		AMAZON	AMADOR STAFFING SUPPLIES	STA 60 TRASH CAN LINER (CASE OF 500	14-00	60	53.25	
3006210123		STERICYCLE INC	MEDICAL WASTE MB 10/01/22	MONTHLY CHARGE	19-40	MW	94.96	
30128147 111622		MEDIACOM	INTERNET SVC	STA 63 INTERNET SVC	30-00	I3	81.93	
30165883 112622		MEDIACOM	INTERNET SVC	STA 62 INTERNET SVC	30-00	I2	81.93	
		MEDIACOM	INTERNET SVC	STA 62 DATA OVERAGE ME 10/26/22	30-00	I2	30.00	
30173705 112622		MEDIACOM	INTERNET SVC	STA 60 INTERNET SVC	30-00	I0	67.99	

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
315			CONSULTATION HVL EXPANSION	07/07/22 CONSULTATION	23-80	SP	740.00	
			CONSULTATION HVL EXPANSION	10/27/22 CONSULTATION	23-80	SP	620.00	
3300808213		HILTON SACRAMENTO ARDEN WEST	FDAC LEADERSHIP SYMPOSIUM	LODING HILTON 10/24-10/25/22	29-50	B	382.16	
451		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS- 10/18/22 DESIGN, ORDER AND PICK	18-00	FS	525.00	
		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS-10/20/2022 RECEIVED MATERIALS AT	18-00	FS	300.00	
		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS- 10/21 LABOR FINISHED FIRST FOOT	18-00	FS	450.00	
		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS-10/24 LABOR STARTED FRAMING FIR	18-00	FS	300.00	
		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS- 10/25 LABOR DIG AND INSTALL FOU	18-00	FS	225.00	
		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS- 10/26 FRAMED IN WALL	18-00	FS	300.00	
		LARS JOHNSON HANDYMAN	BREEZEWAY ENLCOSING	FS- 10/27 INSTALL SIDING AND FLASHI	18-00	FS	300.00	
458828		HARDESTERS	CLEANING SUPPLIES	STA 63 STOVE TOP CLEANER	14-00	63	17.05	
472468		HARDESTERS	BREEZEWAY ENCLOSURE	FS JOIST HANGER LUS46	18-00	FS	10.88	
		HARDESTERS	BREEZEWAY ENCLOSURE	FS- Z BAR GALVANIZED	18-00	FS	8.32	
		HARDESTERS	BREEZEWAY ENCLOSURE	FS- Z BAR GALVANIZED	18-00	FS	8.32	
474525		HARDESTERS	TOOL FUEL	STA 60 TOOL FUEL	27-00	60	91.81	
475409		HARDESTERS	CLEANING SUPPLIES	STA 62 CASCADE GEL	14-00	62	7.99	
475553		HARDESTERS	BREEZEWAY ENCLOSURE	FS- RENTALS	18-00	FS	13.90	
		HARDESTERS	BREEZEWAY ENCLOSURE	FS- HALF BASE BC40Z 4X4 (6)	18-00	FS	31.79	
		HARDESTERS	BREEZEWAY ENCLOSURE	FS- JOIST HANGER LUS46 (2)	18-00	FS	6.93	
		HARDESTERS	BREEZEWAY ENCLOSURE	FS-JOIST HANGER LUS26Z (2)	18-00	FS	3.45	
475555		HARDESTERS	BREEZEWAY ENCLOSURE	FS-RENTALS	18-00	FS	-13.91	
		HARDESTERS	BREEZEWAY ENCLOSURE	FS-CONCRETE REDMIX	18-00	FS	12.00	
50050000 103122		HIDDEN VALLEY LAKE CSD	WATER/SEWER	STA 63 WATER (764)	30-00	W3	89.68	
		HIDDEN VALLEY LAKE CSD	WATER/SEWER	STA 63 SEWER	30-00	W3	109.14	
5995416		AMAZON	AMADOR STAFFING SUPPLIES	STA 60 COMMERCIAL COFFEE BREWER	14-00	60	381.90	
628783		SAFE KIDS WORLDWIDE	RECERTIFICATION CPS TECH	FONG-CYCLE ENDING 10/30/22	28-30	T	55.00	
65625A		ROTO-ROOTER OF LAKE COUNTY	PLUMBING REPAIR	STA 60 UPSTAIR WOMENS BATHROOM	18-00	60	214.93	
65711A		ROTO-ROOTER OF LAKE COUNTY	PLUMBING REPAIRS- FLOOR DRAINS	STA 60 HOURS OF PLUMBING	18-00	60	234.21	
		ROTO-ROOTER OF LAKE COUNTY	PLUMBING REPAIRS- FLOOR DRAINS	STA 60 MATERIALS	18-00	60	56.72	
		ROTO-ROOTER OF LAKE COUNTY	PLUMBING REPAIRS- FLOOR DRAINS	STA 60 ADMIN FEES	18-00	60	20.26	
		ROTO-ROOTER OF LAKE COUNTY	PLUMBING REPAIRS- FLOOR DRAINS	STA 60 FUEL SURCHARGE	18-00	60	10.12	
77484		ARMED FORCE PEST CONTROL	PEST CONTROL	STA 60 GENERAL PEST	18-00	60	125.00	
77593		ARMED FORCE PEST CONTROL	PEST CONTROL	STA 63 EXTERIOR RODENT BAIT STATION	18-00	63	20.00	
78459		ARMED FORCE PEST CONTROL	PEST CONTROL	STA 62 GENERAL PEST & RODENT	18-00	62	80.00	
8873064		AMAZON	AMADOR STAFFING SUPPLIES	STA 60 GARLIC PRESS, MINCER (3)	14-00	60	17.13	
902		US POSTAL SERVICE	POSTAGE	REPLINSH POSTAGE SUPPLY	22-71	60	60.00	
		US POSTAL SERVICE	POSTAGE	NAME PLATE REG GARCIA	22-71	60	9.90	
		US POSTAL SERVICE	POSTAGE	SLCF PATCHES TO SANTA ROSA UNIFORM	22-71	60	4.80	
92843		ICE WATER CO	HYDRATION FOR STATIONS	STA 60 5 GAL (2)	13-00	60	15.90	

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
92844		ICE WATER CO	HYDRATION FOR STATIONS	STA 60 5 GAL (1)	13-00	60	7.35	
		ICE WATER CO	HYDRATION FOR STATIONS	STA 62 5 GAL (2)	13-00	62	14.70	
		ICE WATER CO	HYDRATION FOR STATIONS	STA 63 5 GAL (2)	13-00	63	14.70	
9646604		AMAZON	AMADOR STAFFING SUPPLIES	STA 60 CROCK POT 10QT STAINLESS STE	14-00	60	167.30	
99866		BOBS VACUUM	CLEANING SUPPLIES	STA 63 2 GAL PINESOL	14-00	63	36.46	
		BOBS VACUUM	CLEANING SUPPLIES	STA 63 2 GAL WINDEX	14-00	63	31.10	
		BOBS VACUUM	CLEANING SUPPLIES	STA 63 2 GAL EXPRESS LAUNDRY	14-00	63	31.10	
			CLEANING SUPPLIES	STA 63 1 CASE TP	14-00	63	91.47	
			CLEANING SUPPLIES	STA 63 2 CASE PAPER TOWELS	14-00	63	64.34	
INV-17481		LINE2DESIGN	EMS TRAUMA KITS	M6211 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	296.70	
		LINE2DESIGN	EMS TRAUMA KITS	M6311 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	296.70	
		LINE2DESIGN	EMS TRAUMA KITS	E1477 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	148.35	
		LINE2DESIGN	EMS TRAUMA KITS	E1487 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	148.35	
		LINE2DESIGN	EMS TRAUMA KITS	D1403 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	148.35	
		LINE2DESIGN	EMS TRAUMA KITS	B1417 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	148.35	
		LINE2DESIGN	EMS TRAUMA KITS	B1418 ACTIVE SHOOTER TACTICAL SURGE	19-40	MS	148.35	
		LINE2DESIGN	EMS TRAUMA KITS	MCI TRAILER ACTIVE SHOOTER TACTICAL	19-40	MS	148.33	
ORD1463621724		GRAINGER	EXCAVATOR TOOLS	ANGLE GRINDER- MILWAUKEE	38-00	60	277.62	
		GRAINGER	EXCAVATOR TOOLS	IMPACT WRENCH- MILWAUKEE	38-00	60	241.27	
		GRAINGER	EXCAVATOR TOOLS	HANDHELD BLOWER- MILWAUKEE	38-00	60	127.50	
		GRAINGER	EXCAVATOR TOOLS	CORDLESS GREASE GUN- MILWAUKEE	38-00	60	296.78	
		GRAINGER	EXCAVATOR TOOLS	CORDLESS WORK LIGHT- MILWAUKEE	38-00	60	125.07	
		GRAINGER	EXCAVATOR TOOLS	MCRMTR TRQ WRENCH-PROTO	38-00	60	258.57	
		GRAINGER	EXCAVATOR TOOLS	IMPACT SKT ST 24MM -PROTO	38-00	60	162.13	
		GRAINGER	EXCAVATOR TOOLS	IMPACT SKT ST 17mm-PROTO	38-00	60	124.94	
		GRAINGER	EXCAVATOR TOOLS	HAND RATXCHET 10 IN-PROTO	38-00	60	69.34	
		GRAINGER	EXCAVATOR TOOLS	IMPCT EXTNS ST-PROTO	38-00	60	67.77	
		GRAINGER	EXCAVATOR TOOLS	TOOL BAG-WESTWARD	38-00	60	128.80	
		GRAINGER	EXCAVATOR TOOLS	BATTERY CHARGER - MILWAUKEE	38-00	60	189.98	
		GRAINGER	EXCAVATOR TOOLS	BATTERY- MILWAUKEE	38-00	60	433.12	
ORD50164822		ALEANDERS AMERICAS	CAT309 MANUAL	STA 60 MULTI PURP CLEANER	28-30	GA	119.00	GRANT #
ORD8753		ONKRON	MOBILE TV STAND	MOBILE TV STAND ROLLING TV CART	22-70	60	965.24	
						SUBTOTAL	18,646.90	

South Lake County
 Fire Protection District
 Cost Accounting Management System
 Invoice Audit Trail

Detail Report by Vendor, Invoice
 Run Date: 11/09/2022 08:33:39am By: GF

Selection Criteria:
 Include Inv Batch No: 10/18/22

Report Template:
 AP Invoice Report Board Warrant List
 \\Southlake\Lsladmin\Wincams\Lslfiles\Report\Criteria\AP Invoice Report Board Warrant List.rst

Invoice	Voucher No	Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
8518NOV2022	10750	ARBA	GROUP LIFE FOR PCFS	ATKINS	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	COLLETT	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	COLLINS	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	COSTA	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	DANIELS	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	DELONG	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	DUNCAN, H	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	EMERSON	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	FANUCCHI	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	FENK, H	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	FENK, T	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	FRAYER	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	HESS	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	LANNING	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	LEUZINGER	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	LOPEZ	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	MIINCH	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	MYERS	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	NEWSOM	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	SCALFARO	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	SMITH, C	03-30	G	8.32	
	10750	ARBA	GROUP LIFE FOR PCFS	SMITH, N	03-30	G	8.32	
22-0174	10751	ARCHIOLOGIX	ARCHITECTURAL SERVICES ME 08/31/22	STA 63 PROGRAMMING,SCHEMATIC DESIGN	23-80	SP	7,968.50	
22-0195	10751	ARCHIOLOGIX	ARCHITECTURAL SERVICES ME 09/30/22	STA 63 PROGRAMMING,SCHEMATIC DESIGN	23-80	SP	618.75	
18920827	10752	AT&T	TELEPHONE CHGS ME 10/12/22	STA 64 TELEPHONE CHGS	30-00	T4	26.92	
	10752	AT&T	TELEPHONE CHGS ME 10/12/22	STA 62 TELEPHONE CHGS	30-00	T2	56.63	
	10752	AT&T	TELEPHONE CHGS ME 10/12/22	STA 63 TELEPHONE CHGS	30-00	T3	56.94	
	10752	AT&T	TELEPHONE CHGS ME 10/12/22	STA 60 TELEPHONE CHGS	30-00	T0	191.84	
	10752	AT&T	TELEPHONE CHGS ME 10/12/22	FS TELEPHONE CHGS	30-00	TF	25.25	
80 092822	10755	CALLAYOMI CO WATER DISTRICT	WATER USAGE	STA 60 (54920)	30-00	WO	676.23	
81 092822	10755	CALLAYOMI CO WATER DISTRICT	WATER USAGE	FS (2055)	30-00	WF	44.98	

Invoice	Voucher No	Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
1634	10756	CARPENTER PROPERTY MAINTENANCE	ROOF REPAIRS	STA 64 LABOR, MATERIALS & EQUIPMENT	18-00	64	188.00	
	10756	CARPENTER PROPERTY MAINTENANCE	ROOF REPAIRS	STA 64 FUEL SURCHARGE	18-00	64	52.00	
CLIFORD202209	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/8 LODGING LIONS GATE HOTEL	29-50	C	108.49	
	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/9 LODGING LA QUINTA	29-50	C	129.27	
	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/10 LODGING LA QUINTA / CHICK FIL	29-50	C	143.47	
	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/11 LODGING LA QUINTA / JACKS (LUN	29-50	C	150.49	
	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/12 LODGING LA QUINTA / IN N OUT (29-50	C	125.49	
	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/13 LODGING LA QUINTA / SUBWAY (LU	29-50	C	136.82	
	10776	THOMAS CLIFFORD	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/14 LODGING WYNDHAM SACRAMENTO	29-50	C	109.49	
8139	10759	COLEMAN ENVIRONMENTAL ENGINEERING	SITE PREPARATION-15217 SUMMIT	HELOPOD 1 WTR TRUCK DUST OFF	28-30	60	3,600.00	
COMISKY202209	10764	JIM COMISKY	REIMB CAL CHIEFS CONF TRVL CLAIM	REGISTRATION CAL CHIEF CONF 9/13-14	28-30	T	400.00	
	10764	JIM COMISKY	REIMB CAL CHIEFS CONF TRVL CLAIM	09/12/22 MILEAGE	29-50	B	67.86	
	10764	JIM COMISKY	REIMB CAL CHIEFS CONF TRVL CLAIM	09/12/22 LODING & PARKING- SHERATON	29-50	B	193.64	
	10764	JIM COMISKY	REIMB CAL CHIEFS CONF TRVL CLAIM	09/13/22 BREAKFAST	29-50	B	8.00	
	10764	JIM COMISKY	REIMB CAL CHIEFS CONF TRVL CLAIM	09/13/22 LODGING & PARKING - SHERAT	29-50	B	193.64	
	10764	JIM COMISKY	REIMB CAL CHIEFS CONF TRVL CLAIM	09/14/22 MILEAGE	29-50	B	67.86	
00002	10771	RICH CORSETTI	PREP, PAINT INTERIOR DOORS	STA 60 09/14/22 WALKED JOB	18-00	60	30.00	
	10771	RICH CORSETTI	PREP, PAINT INTERIOR DOORS	STA 60 09/23/22 SAND,PAINT DOORS &	18-00	60	180.00	
	10771	RICH CORSETTI	PREP, PAINT INTERIOR DOORS	STA 60 09/27/22 ARNISH DOORS	18-00	60	180.00	
04-00526730	10760	COUNTY OF LAKE SOLID WASTE	GARBAGE DISPOSAL	STA 60 (1780)	30-00	G0	59.65	
CLEAN092622	10775	TANYA DREW	STATION CLEANING	STA 60 CLEANING	18-00	60	250.00	
FENK202209	10762	HANNAH FENK	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/11 LODGING LA QUINTA	29-50	P	112.86	
	10762	HANNAH FENK	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/12 LODGING LA QUINTA	29-50	P	112.86	
	10762	HANNAH FENK	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/13 LODGING LA QUINTA	29-50	P	112.86	
	10762	HANNAH FENK	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/14 LODGING WYNDHAM SACRAMENTO	29-50	P	109.49	
	10762	HANNAH FENK	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/16 LODGING WYNDHAM SACRAMENTO	29-50	P	109.49	
HORSTOCT2022	10753	BARBARA HORST	OPEB REIMBURSEMENT	HEALTH/DENTAL/VISION	03-30	R	580.23	
136202	10763	INTEGRITY SHRED LLC	RECORDS DESTR PER RETENTION POLICY	STA 60 SHRED (63 BX)	23-80	SP	459.90	
18961	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-13751 VIEW RD	HELOPOD 1 3/4" CLASS 2 BASE ROCK	28-30	60	1,158.63	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-13751 VIEW RD	HELOPOD 1 ENVIRONMENTAL FEE	28-30	60	10.72	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-13751 VIEW RD	HELOPOD 1 FREIGHT/HOUR	28-30	60	651.65	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-13751 VIEW RD	HELOPOD 1 FUEL CHARGE	28-30	60	93.10	
18962	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 3/4" ROCK/TON (09/07/22)	28-30	60	630.09	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 ENVIRONMENTAL FEE	28-30	60	10.73	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 FREIGHT / HOUR	28-30	60	375.38	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 FUEL CHARGE	28-30	60	53.63	

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	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 3/4" ROCK/TON (09/08/22)	28-30	60	630.09	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 ENVIRONMENTAL FEE	28-30	60	10.73	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 FREIGHT / HOUR	28-30	60	375.38	
	10758	CLEARLAKE LAVA, INC	HELOPOD SITE PREP-15217 SUMMIT	HELOPOD 1 FUEL CHARGE	28-30	60	53.61	
1246888	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 58224792-3	19-40	MS	6.50	
1248910	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 58224792-4	19-40	MS	100.40	
1249113	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 10220635-1	19-40	MS	389.10	
1249262	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 10220636-1	19-40	MS	687.76	
1249374	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 59221293-1	19-40	MS	2,309.97	
1250336	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 59222242-1	19-40	MS	741.22	
1253940	10765	LIFE ASSIST INC	EMS SUPPLIES	ORDER 59222242-2	19-40	MS	311.76	
31 092022	10766	LOCH LOMOND MUTUAL WATER	WATER USAGE	STA 64 BI-MONTHLY (1000)	30-00	W4	125.00	
134	10761	DENNIS MAHONEY	LANDSCAPE MAINTENANCE	STA 60 09/15/22 WEED CONTROL	18-00	60	100.00	
	10761	DENNIS MAHONEY	LANDSCAPE MAINTENANCE	STA 60 09/29/22 WEED CONTROL	18-00	60	120.00	
MCGREGOR202209	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/8 LODGING LIONS GATE HOTEL	29-50	C	108.49	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/9 LODGING LA QUINTA	29-50	C	129.27	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/10 LODGING LA QUINTA	29-50	C	129.27	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/11 LODGING LA QUINTA	29-50	C	118.00	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/12 LODGING LA QUINTA	29-50	C	118.00	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/13 LODGING LA QUINTA	29-50	C	118.00	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/14 LODGING WYNDHAM SACRAMENTO	29-50	C	109.49	
	10767	MAXIMILLION MCGREGOR	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/16 LODGING WYNDHAM SACRAMENTO	29-50	C	109.49	
1931	10768	NOVA SYSTEMS	IT UPGRADE	ORIGINAL QUOTE	12-00	60	10,312.86	
	10768	NOVA SYSTEMS	IT UPGRADE	STA 60 BAL PD 09/20/22 (CK 10721)	12-00	60	-5,156.43	
	10768	NOVA SYSTEMS	IT UPGRADE	STA 60 BAL PD 09/20/22 (CK 10740)	12-00	60	-5,156.43	
1934	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 UPS REPLACEMENT FOR PBX	12-00	60	184.63	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 10FT CAT 6 PATCH CORD	12-00	60	26.22	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 TRANSFER 2 PHONES TO NEW JAC	12-00	60	840.00	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 DIRECT BURIAL GRADE CAT6 SHI	12-00	60	0.00	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 CAT6 FOR PHONE TRANSFER TO J	12-00	60	0.00	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 USOC 6 PINE PHONE JACK INSER	12-00	60	13.11	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 BLANK PLATE IN GLORIAS OFFIC	12-00	60	2.19	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 CAT 6 + JACKS FOR PGE ROOM C	12-00	60	10.92	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 MISC MALE PLUGS, SPLICE CONN	12-00	60	0.00	
	10768	NOVA SYSTEMS	IT UPGRADE (ADD'L)	STA 60 SERVICE LABOR SORT DRUG SAFE	12-00	60	480.00	
DUNCAN202209	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/12/22 LODGING SHERATON	29-50	C	243.07	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/12/22 DINNER	29-50	C	20.00	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/13/22 LODING SHERATON	29-50	C	243.07	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/13/22 BREAKFAST LUNCH DINNER	29-50	C	39.00	

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	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/14/22 LODGING SHERATON	29-50	C	243.07	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/14/22 BREAKFAST LUNCH DINNER	29-50	C	39.00	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/15/22 LODGING SHERATON	29-50	C	243.07	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/15/22 BREAKFAST LUNCH DINNER	29-50	C	39.00	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/16/22 BREAKFAST LUNCH	29-50	C	19.00	
	10769	PAUL DUNCAN	REIMB CAL CHIEFS CONF TRVL CLAIM	09/12-09/16 PARKING	29-50	C	140.00	
699137074150921	10770	PG&E	ELECTRIC CHGS	STA 60 (4333.3000KWH)	30-00	E0	1,735.69	
	10770	PG&E	ELECTRIC CHGS	STA 62 (2935.3989KWH)	30-00	E2	1,048.58	
	10770	PG&E	ELECTRIC CHGS	STA 63 (2747.5070WH)	30-00	E3	978.00	
	10770	PG&E	ELECTRIC CHGS	STA 64 (423.2070KWH)	30-00	E4	167.30	
	10770	PG&E	ELECTRIC CHGS	FS (937.7520KWH)	30-00	EF	336.72	
1053	10772	ROGER ANTHONY CONSTRUCTION	KITCHEN WINDOW REPL	STA 62 LABOR	18-00	62	900.00	
	10772	ROGER ANTHONY CONSTRUCTION	KITCHEN WINDOW REPL	STA 62 MATERIALS	18-00	62	718.94	
1054	10772	ROGER ANTHONY CONSTRUCTION	LAUNDRY RM TILE ADDITION	STA 60 LABOR (15 HRS)	18-00	60	900.00	
	10772	ROGER ANTHONY CONSTRUCTION	LAUNDRY RM TILE ADDITION	STA 60 MATERIALS	18-00	60	271.24	
SASS20457D-1	10773	SEATS AND STATIONS	FURNITURE,ACCESSORY ADD'N 50%	STA 60 FURNITURE,ACCESSORY ADD'N	38-00	60	5,315.73	
112	10754	BRANDON SKINNER	LIGHTING REPLACEMENT	STA 60 LABOR	18-00	60	600.00	
	10754	BRANDON SKINNER	LIGHTING REPLACEMENT	STA 60 MATERIALS-DIMMER SWITCH, GIM	18-00	60	50.00	
	10754	BRANDON SKINNER	LIGHTING REPLACEMENT	STA 60 MATERIAL CREDIT-PREVIOUS LIG	18-00	60	-50.00	
PPE083122	10774	SOUTH LAKE COUNTY FIRE PROTECTION D	PAYROLL	PAYROLL	09-00	00	13,158.53	
WESTSHORE 30391	10777	WEST SHORE SERVICES, INC	WARNING SIREN ANNUAL INSP, PREV MNT	STA 60 2022 ANNUAL INSP, MAINT	17-00	60	775.00	
	10777	WEST SHORE SERVICES, INC	WARNING SIREN ANNUAL INSP, PREV MNT	ANDERSON SPRINGS 2022 ANNUAL INSP,	17-00	60	775.00	
	10777	WEST SHORE SERVICES, INC	WARNING SIREN ANNUAL INSP, PREV MNT	STA 62 2022 ANNUAL INSP, MAINT	17-00	62	775.00	
	10777	WEST SHORE SERVICES, INC	WARNING SIREN ANNUAL INSP, PREV MNT	STA 63 2022 ANNUAL INSP, MAINT	17-00	63	775.00	
2209043	10778	WITTMAN ENTERPRISES	AMBULANCE BILLING SEP 2022	AMBULANCE BILLING SVC	23-80	AB	2,798.10	
WOODIWISS202209	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/8 LODGING LIONS GATE HOTEL	29-50	C	108.49	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/9 LODGING LA QUINTA	29-50	C	129.27	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/10 LODGING LA QUINTA	29-50	C	129.27	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/11 LODGING LA QUINTA	29-50	C	118.00	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/12 LODGING LA QUINTA	29-50	C	118.00	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/13 LODGING LA QUINTA	29-50	C	118.00	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/14 LODGING WYNDHAM SACRAMENTO	29-50	C	109.49	
	10757	CHRISTOPHER WOODIWISS	REIMB MOSQUITO FIRE TRAVEL CLAIM	9/16 LODGING WYNDHAM SACRAMENTO	29-50	C	109.49	
216351	10779	US BANK	VARIOUS (SEE ATTACHED)	VARIOUS (SEE ATTACHED)			2,149.57	
005922	10780	U.S.BANK	VARIOUS (SEE ATTACHED)	VARIOUS (SEE ATTACHED)			48,706.56	
						TOTAL	114,356.72	

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
216351	10779	TRACTOR SUPPLY CO	STAKESIDE BED REPAIR	U6011 BED REPAIR SUPPLIES	17-00	60	139.11	
445877	10779	HARDESTERS	LUMBER REPLENISH	LUMBER (20)	28-30	T	141.36	
	10779	HARDESTERS	LUMBER REPLENISH	LUMBER (20)	28-30	T	149.94	
	10779	HARDESTERS	LUMBER REPLENISH	POPLR DOWEL (4)	28-30	T	29.98	
5867079847	10779	MEDTRONIC	EMS SUPPLIES	LARYNGOSCOPE MAC 3 BLADE(50)	19-40	MS	482.63	
	10779	MEDTRONIC	EMS SUPPLIES	LARYNGOSCOPE CARRYING CASE (2)	19-40	MS	160.87	
5867083484	10779	MEDTRONIC	EMS SUPPLIES	LARYNGOSCOPE MAC 4 BLADE (50)	19-40	MS	482.63	
	10779	MEDTRONIC	EMS SUPPLIES	LARYNGOSCOPE X3 BLADE (10)	19-40	MS	563.06	
95013877646CO	10779	SLEEP NUMBER CORPORATION	BASE/FRAME RETURNED	STA 62 FRAME RETURNED	38-00	62	-150.16	
95013877646COR	10779	SLEEP NUMBER CORPORATION	BASE/FRAME RETURNED	STA 62 FRAME RETURNED	38-00	62	150.15	
						SUBTOTAL	2,149.57	
005922	10780	ROSALES MARKET	MEALS-CIS DEBRIEF INC#17516	MEALS (11@11.15EA)	13-00	60	122.69	
008658	10780	SHELL OIL	COOKING PROPANE	STA 63 PROPANE FOR BBQ	30-00	P3	21.19	
02-116796 093022	10780	SOUTH LAKE REFUSE	REFUSE/RECYCLE COLLECTION	STA 62 REFUSE/RECYCLE COLL	30-00	G2	75.86	
02-152940 093022	10780	SOUTH LAKE REFUSE	REFUSE/RECYCLE COLLECTION	STA 60 REFUSE/RECYCLE COLL	30-00	G0	165.47	
02-601722 093022	10780	SOUTH LAKE REFUSE	REFUSE/RECYCLE COLLECTION	STA 63 REFUSE/RECYCLE COLL	30-00	G3	66.19	
102891/5	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	CHAINSAW S/N190062134	28-30	62	1,512.22	
	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	CHAIN LOOP	28-30	62	47.18	
	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	GUIDE BAR 25"	28-30	62	94.37	
	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	BAR COVER 25"	28-30	62	7.50	
	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	GUIDE BAR 28"	28-30	62	-176.95	
	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	BAR COVER 28"	28-30	62	-6.42	
	10780	RAINBOW AMERICA'S COUNTRY STORE	CHAINSAW	CHAIN LOOP	28-30	62	-50.41	
102924/5	10780	RAINBOW AMERICA'S COUNTRY STORE	LEAF BLOWER	FS - LEAF BLOWER S/N 534165140	18-00	FS	214.49	
1074524	10780	SMILE BUSINESS PRODUCTS	PRINTER TONER	STA 60 PRINTER TONER	22-70	60	113.75	
1120590106	10780	FERRELLGAS	PROPANE FILL	STA 60 (229.8 GAL)	30-00	P0	558.35	
1879012	10780	EAST BAY TIRE CO	TIRE REPL,SUPPORT WINTER OPERATION	E6221 11R22.5 MICHELIN X WORKS	17-00	62	1,361.00	
	10780	EAST BAY TIRE CO	TIRE REPL,SUPPORT WINTER OPERATION	E6321 11R22.5 MICHELIN X WORKS	17-00	63	1,361.00	
	10780	EAST BAY TIRE CO	TIRE REPL,SUPPORT WINTER OPERATION	E6421 11R22.5 MICHELIN X WORKS	17-00	64	1,361.00	
	10780	EAST BAY TIRE CO	TIRE REPL,SUPPORT WINTER OPERATION	E6221 11R22.5 MICHELIN XDN2	17-00	62	2,567.13	
	10780	EAST BAY TIRE CO	TIRE REPL,SUPPORT WINTER OPERATION	E6321 11R22.5 MICHELIN XDN2	17-00	63	2,567.13	
	10780	EAST BAY TIRE CO	TIRE REPL,SUPPORT WINTER OPERATION	E6421 11R22.5 MICHELIN XDN2	17-00	64	2,567.12	
195877	10780	DC CUSTOMS, INC	NAVIGATION SYSTEM INSTALL	U6221 MATERIAL	17-00	62	1,535.45	
	10780	DC CUSTOMS, INC	NAVIGATION SYSTEM INSTALL	U6221 LABOR	17-00	62	455.00	
200001392	10780	FDAC	REGISTRATION-FDAC LEADR SYMPOSIUM	CLINE - 10/24-25/22	28-30	T	295.00	
2205010295	10780	PRINOTH LTD	SNOWCAT PARTS	SC6211 SPLASH GUARD	17-00	62	78.34	
	10780	PRINOTH LTD	SNOWCAT PARTS	SC6211 SPACER	17-00	62	349.02	

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
261099R	10780	Peterson Trucks	RIM REPL,SUPPORT WINTER OPERATION	E6221 WHEEL-ESW	17-00	62	463.19	
	10780	Peterson Trucks	RIM REPL,SUPPORT WINTER OPERATION	E6321 WHEEL-ESW	17-00	63	463.19	
	10780	Peterson Trucks	RIM REPL,SUPPORT WINTER OPERATION	E6421 WHEEL-ESW	17-00	64	463.19	
	10780	Peterson Trucks	RIM REPL,SUPPORT WINTER OPERATION	E6221 WHEEL-ALU	17-00	62	1,692.99	
	10780	Peterson Trucks	RIM REPL,SUPPORT WINTER OPERATION	E6321 WHEEL-ALU	17-00	63	1,692.99	
	10780	Peterson Trucks	RIM REPL,SUPPORT WINTER OPERATION	E6421 WHEEL-ALU	17-00	64	1,692.98	
26439480	10780	MATHESON TRI-GAS INC	MEDICAL OXYGEN RENTAL	OX M250 (4)	19-40	0	159.74	
27932368	10780	QUILL LLC	SEALING & PROTECTION SUPPLIES	STA 60 SCOTCH TAPE	22-70	60	13.35	
	10780	QUILL LLC	SEALING & PROTECTION SUPPLIES	STA 60 CHAIRMAT	22-70	60	400.38	
2878208	10780	KELSEYVILLE LUMBER	CLEANING SUPPLIES	STA 60 LYSOL ALL PURPOSE CLEANER	14-00	60	4.92	
	10780	KELSEYVILLE LUMBER	CLEANING SUPPLIES	STA 60 PUMICE SCOURING STICK	14-00	60	6.41	
	10780	KELSEYVILLE LUMBER	CLEANING SUPPLIES	STA 60 LYSOL DISINFECTANT SPRAY	14-00	60	9.32	
	10780	KELSEYVILLE LUMBER	CLEANING SUPPLIES	STA 60 DAP BONDEX CONCRETE PATCH 1G	14-00	60	70.77	
	10780	KELSEYVILLE LUMBER	CLEANING SUPPLIES	STA 60 TIDE LAUNDRY DETERGENT	14-00	60	11.79	
30128147 101622	10780	MEDIACOM	INTERNET SVC	STA 63 INTERNET SVC	30-00	I3	81.93	
30165883 102622	10780	MEDIACOM	INTERNET SVC	STA 62 INTERNET SVC	30-00	I2	81.93	
30173705 102622	10780	MEDIACOM	INTERNET SVC	STA 60 INTERNET SVC	30-00	I0	67.99	
458861	10780	HARDESTERS	LIGHT BULB REPL, CLEAN SUPPLIES	STA 63 LIGHTING FOR APP BAY	18-00	63	82.40	
459895	10780	HARDESTERS	CLEANING SUPPLIES	STA 60 MULTI PURP CLEANER	14-00	60	15.42	
	10780	HARDESTERS	CLEANING SUPPLIES	STA 60 WOOD SHIMS	14-00	60	2.50	
46111	10780	JOHNSTON THOMAS	LEGAL EXPENSE ME 08/20/22	LEGAL EXPENSE	23-80	SP	252.00	
4644	10780	HEDGE APPLIANCE SERVICE	ICE MACHINE MAINT	STA 63 ADJUST THICKNESS CONTROL	18-00	63	100.00	
467436	10780	HARDESTERS	LIGHT BULB REPL	STA 63 BULB TUBE 40W T8	18-00	63	7.07	
473385	10780	HARDESTERS	STAKESIDE BED REPAIR	U6011 BED REPAIR SUPPLIES	17-00	60	24.06	
473394	10780	HARDESTERS	PAINT SUPPLIES	STA 60 PAINT SUPPLIES	18-00	60	67.79	
473564	10780	HARDESTERS	HELOPOD WATER PROTECTANT	HELOPOD 1 CHLORINE	62-74	60	203.77	
	10780	HARDESTERS	HELOPOD WATER PROTECTANT	HELOPOD 1 DISPENSER	62-74	60	10.71	
	10780	HARDESTERS	HELOPOD WATER PROTECTANT	HELOPOD 2 CHLORINE	62-74	60	203.77	
	10780	HARDESTERS	HELOPOD WATER PROTECTANT	HELOPOD 2 DISPENSER	62-74	60	10.71	
473846	10780	HARDESTERS	STAKESIDE BED REPAIR	U6011 BED REPAIR SUPPLIES	17-00	60	85.03	
474300	10780	HARDESTERS	COOKING SUPPLIES	STA 62 LED BULB	14-00	62	16.08	
	10780	HARDESTERS	COOKING SUPPLIES	STA 62 REYNOLDS WRAP	14-00	62	17.04	
	10780	HARDESTERS	COOKING SUPPLIES	STA 62 PECAN BBQ PELLETS	14-00	62	21.40	
474695	10780	HARDESTERS	CLEANING SUPPLIES	STA 60 ACE RSTP SPRY SATBLK	14-00	60	7.50	
	10780	HARDESTERS	CLEANING SUPPLIES	STA 60 ACE RSTP SPRY SATBLK	14-00	60	7.50	
	10780	HARDESTERS	CLEANING SUPPLIES	STA 60 HARDWARE	14-00	60	1.87	
	10780	HARDESTERS	CLEANING SUPPLIES	STA 60 HARDWARE	14-00	60	6.10	
476089	10780	HARDESTERS	LIGHT BULB REPL	STA 63 LIGHT BULB REPL	18-00	63	85.44	

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
50050000 093022	10780	HIDDEN VALLEY LAKE CSD	WATER/SEWER	STA 63 WATER (504)	30-00	W3	78.14	
	10780	HIDDEN VALLEY LAKE CSD	WATER/SEWER	STA 63 SEWER	30-00	W3	109.14	
5867122268	10780	MEDTRONIC	EMS SUPPLIES	LARYNGOSCOPE 3.6V BATTERY (4)	19-40	MS	225.23	
695640	10780	SIGNATURE PINS	RECOGNITON COINS-CPR SAVE	1.75" CHALLENGE COINS (100)	28-30	60	412.91	
	10780	SIGNATURE PINS	RECOGNITON COINS-CPR SAVE	MOLD FEES (1)	28-30	60	134.06	
	10780	SIGNATURE PINS	RECOGNITON COINS-CPR SAVE	PLATINGS: GOLD (100)	28-30	60	16.09	
695641	10780	SIGNATURE PINS	RECOGNITON COINS-911 SAVE	1.75" CHALLENGE COINS (100)	28-30	60	412.91	
	10780	SIGNATURE PINS	RECOGNITON COINS-911 SAVE	MOLD FEES (1)	28-30	60	67.03	
	10780	SIGNATURE PINS	RECOGNITON COINS-911 SAVE	PLATINGS: GOLD (100)	28-30	60	16.09	
7651468	10780	AMAZON	PROTECTION FOR NEWLY REPL CARPET	STA 60 FLOOR MATS 47x35 (2)	18-00	60	98.65	
76936	10780	ARMED FORCE PEST CONTROL	WEED CONTROL	STA 60 SEMI-ANNUAL	18-00	60	760.00	
77263	10780	ARMED FORCE PEST CONTROL	PEST CONTROL	STA 62 GENERAL PEST & RODENT	18-00	62	80.00	
778969	10780	HARDWARE TECH INC	COMMERCIAL DOOR REPAIR & MAINT (31)	STA 60 DOOR, FRAMES AND HARDWARE	18-00	60	9,800.00	
	10780	HARDWARE TECH INC	COMMERCIAL DOOR REPAIR & MAINT (31)	STA 60 INSTALLATION LABOR	18-00	60	7,725.00	
91231149011	10780	PERFORMANCE MECHANICAL	HVAC SERVICE	STA 62 HVAC SERVICE CALL	18-00	62	129.00	
91504	10780	ICE WATER CO	HYDRATION FOR STATIONS	STA 60 5 GAL (1)	13-00	60	8.70	
91505	10780	ICE WATER CO	HYDRATION FOR STATIONS	STA 60 5 GAL (2)	13-00	60	14.48	
	10780	ICE WATER CO	HYDRATION FOR STATIONS	STA 62 5 GAL (2)	13-00	62	14.48	
	10780	ICE WATER CO	HYDRATION FOR STATIONS	STA 63 5 GAL (2)	13-00	63	14.49	
91506	10780	ICE WATER CO	HYDRATION FOR STATIONS	STA 62 5 GAL (2)	13-00	62	7.53	
	10780	ICE WATER CO	HYDRATION FOR STATIONS	STA 63 5 GAL (2)	13-00	63	15.07	
9916812289	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6012 BOOSTER EXTENDER	12-00	60	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6211 BOOSTER EXTENDER	12-00	62	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6311 BOOSTER EXTENDER	12-00	63	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	B1417 TABLET	12-00	A	-2.90	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	B1418 TABLET	12-00	A	20.02	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6011 TABLET	12-00	60	-2.90	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	E1477 TABLET	12-00	A	20.02	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	E1487 TABLET	12-00	A	20.02	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6012 CELL PHONE	12-00	60	0.40	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	OES359 CELL PHONE	12-00	60	0.00	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	SPARE CELL PHONE	12-00	60	0.40	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6011 CELL PHONE	12-00	60	0.40	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6211 CELL PHONE	12-00	62	0.40	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6311 CELL PHONE	12-00	63	0.40	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	SPARE CELL PHONE	12-00	60	38.03	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6211 TABLET	12-00	62	48.41	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6311 TABLET	12-00	63	48.41	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	E6031 TABLET	12-00	60	48.41	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	E6231 TABLET	12-00	62	48.41	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	M6012 SPARE TABLET	12-00	60	48.41	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	D1403 TABLET	12-00	A	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	B1418 TABLET	12-00	A	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	B1417 TABLET	12-00	A	38.01	
10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	DIRECTOR TABLET	12-00	60	38.01		
10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	DIRECTOR TABLET	12-00	60	38.01		

Invoice	Voucher No	Merchant Vendor Name	Invoice Description	Line Item Description	Object	Sub	Line Net Amt	Req No / Descr 2
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	DIRECTOR TABLET	12-00	60	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	DIRECTOR TABLET	12-00	60	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	DIRECTOR TABLET	12-00	60	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	OFFICE TABLET	12-00	60	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	OFFICE TABLET	12-00	60	38.01	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	D1403 - IPAD PEN	12-00	A	139.42	
	10780	VERIZON WIRELESS	CELLULAR SVC ME 10/26/22	OFFICE TABLET - IPAD PEN	12-00	60	139.41	
INV170633078	10780	ZOOM VIDEO COMMUNICATIONS INC	BOARD MTG REMOTE ACS ME 11/10/22	STANDARD PRO	23-80	SP	14.99	
INV625508	10780	LN CURTIS & SONS	PPE REPLENISHMENT	36" ORANGE SAWBUCK UL CHAPS (2)	11-00	P	289.04	
	10780	LN CURTIS & SONS	PPE REPLENISHMENT	40" ORANGE SAWBUCK UL CHAPS (2)	11-00	P	311.99	
	10780	LN CURTIS & SONS	PPE REPLENISHMENT	30OZ ALUMINUM FUEL BOTTLE (4)	11-00	P	162.08	
	10780	LN CURTIS & SONS	PPE REPLENISHMENT	STRUCTURAL FF GLOVES-SMALL(2)	11-00	P	169.82	
	10780	LN CURTIS & SONS	PPE REPLENISHMENT	STRUCTURAL FF GLOVES-MED(2)	11-00	P	169.82	
	10780	LN CURTIS & SONS	PPE REPLENISHMENT	STRUCTURAL FF GLOVES-LG/XL(2)	11-00	P	169.82	
	10780	LN CURTIS & SONS	PPE REPLENISHMENT	STRUCTURAL FF GLOVES-XL(2)	11-00	P	169.84	
INV628468	10780	LN CURTIS & SONS	HOSE CLAMP REPAIR KIT	E6031 FF1S REPAIR KIT W/NEOPRENE &	27-00	60	53.19	
	10780	LN CURTIS & SONS	HOSE CLAMP REPAIR KIT	E6011 FF1S REPAIR KIT W/NEOPRENE &	27-00	60	53.19	
	10780	LN CURTIS & SONS	HOSE CLAMP REPAIR KIT	E6231 FF1S REPAIR KIT W/NEOPRENE &	27-00	62	26.59	
						SUBTOTAL	48,706.56	



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: November 8, 2022

TO: Board of Directors

FROM: 
Gloria Fong
Staff Services Analyst

SUBJECT: Amendment to Agreement with Citibank, National Association (NA) for Travel Payment System of the Statewide Travel Program

An amendment was recently made with the Citibank NA agreement the Board of Directors approved at its December 21, 2021 meeting. The addition is to Exhibit D Additional Provisions section (highlighted on attached). This amendment was submitted per the requested email and followed up for approval under consent items.

Attachments: Citibank NA Exhibit D Additional Provisions Amendment

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 13 PAGES

AGREEMENT NUMBER

5159906

AMENDMENT NUMBER

3

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

South Lake County Fire Protection District

CONTRACTOR NAME

Citibank, N.A.

2. The term of this Agreement is:

START DATE

July 27, 2016

THROUGH END DATE

October 31, 2023

3. The maximum amount of this Agreement after this Amendment is:

\$ 00.00

No maximum. Agreement is under DGS MSA 5159906 for Travel Payment System. See Exhibit B.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Replaces Exhibit D: Additional Provisions in its entirety.

The effective date of this amendment is upon DGS – Office of Legal Services approval.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Citibank, N.A.

CONTRACTOR BUSINESS ADDRESS

388 Greenwich St. 28th Floor

CITY

New York

STATE

NY

ZIP

10013

PRINTED NAME OF PERSON SIGNING

Sebastien Delasnerie

TITLE

Managing Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/1/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

South Lake County Fire Protection District

CONTRACTING AGENCY ADDRESS

21095 State Hwy 175, P.O. Box 1360

CITY

Middletown

STATE

CA

ZIP

95461


PRINTED NAME OF PERSON SIGNING

Devin Hoberg

TITLE

President, Board of Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

11/1/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit D: Additional Provisions

1. DEFINITIONS

"Account" means each credit account established by the Contractor under the Program, including, without limitation, as the context requires, those accounts associated with Cards and Special Use Accounts.

"Billing Currency" means U.S. Dollars.

"Card" means a physical card issued by the Contractor in connection with an Account.

"Participating Entity" means each State Agency and Optional User designated by the State to participate in the Program, and such other entity related to the State that the Contractor approves of to participate in the Program. In respect of such Optional User, each Optional User (i) is liable for all amounts incurred in connection with such Optional User's participation in the Program, and (ii) shall enter into a Participation Agreement with the Contractor.

"Program" means all Cards, Accounts and services provided to the State and Participating Entities for business use pursuant to the terms of this Agreement.

"Special Use Accounts" means Central Travel Accounts (CTA), also known as Direct Bill Accounts, Virtual Card Accounts, also known as Virtual Card Number Accounts, and any other Account designated as a Special Use Account.

"T&E Card", also known as Individual Liability Accounts, means an Account intended to be used for travel and entertainment expenses.

2. THE PROGRAM

(a) For the term hereof, the Contractor hereby agrees to provide the State and Participating Entities with the Program in the United States. Under the Program, the Contractor will establish Accounts for Cardholders in the United States. The Program and each Account established in the United States shall be subject to and governed by this Contract.

(b) Each Account is established for the purpose of permitting Cardholders to charge purchases of goods and services that are for the business purposes of the State or a Participating Entity (as applicable) from merchants that accept the Accounts, provided that an Account is valid and has not expired or been canceled or suspended by the Contractor. The State shall use commercially reasonable efforts to ensure that each

Account is used only for such purpose.

3. AVAILABLE CARDS/ACCOUNTS: Under the Program, the following Cards and Accounts will be available: T&E Cards, CTAs, and Virtual Card Accounts, and any other Accounts and/or Cards provided for under the Program after the effective date of this Contract.

4. BILLING AND PAYMENT PROCEDURES:

(a) Corporate Bill/Corporate Liability Cards and Accounts. Except with respect to the T&E Cards issued pursuant to Sections 4(b) below, the terms of this Section 4(a) shall apply to all Accounts established under the Program:

- (i) Each Participating Entity is liable for and shall pay in full by the due date set forth in Cost Proposal, all charges, fees, and other costs incurred on its Accounts in accordance with the terms of this Contract.
- (ii) For each statement period that there is Account activity, the Contractor will provide each Participating Entity with a statement for the Account in the Billing Currency, which will indicate the outstanding balance, amount due and the payment due date. In addition, it will show an itemized list of current purchases, payments and credits, and, if applicable, any other charges or fees as provided for in this Contract.
- (iii) Unless required by applicable law or otherwise agreed between the State and the Contractor, all Account statements will be provided to the State via an electronic method. If necessary to retrieve statements, the State shall ensure that each Program Administrator or other authorized employee of the State has secure encrypted access to the Contractor's website to access and view electronic Account statements.

(b) Individual Bill/Individual Liability Cards and Accounts. Individual Liability Cards (as defined below) are available to all Participating Entities. The following terms shall apply with respect to Individual Liability Cards:

- (i) The State may request that the Contractor issue to an employee, partner, officer, contractor, agent and subcontractor of the State or any State Agency a T&E Card with the following features: (A) a physical card issued in the name of the individual Cardholder; (B) with billing statements for such T&E Card issued to such Cardholder; and (C) with respect to which, such Cardholder is solely liable for all amounts incurred through such T&E Cards (an "**Individual Liability Card**").
- (ii) If the State requests that an Individual Liability Card be issued to a prospective Cardholder pursuant to Section 4(b)(i), then the Contractor

has the right to determine whether such prospective Cardholder is eligible to receive such Individual Liability Card based on a review of the creditworthiness of such individual. If the Contractor determines based on such review that such proposed Cardholder can be issued an Individual Liability Card, then the Contractor will issue an Individual Liability Card to such individual.

(A) If the Bank determines based on its review that a prospective Cardholder will not be issued an Individual Liability Card, then the Program Administrator may instead request that the Bank issue a Corporate Liability Card to such prospective Cardholder.

(iii) Each Cardholder is liable for all charges made to his or her T&E Card and any applicable fees as provided in the Cardholder Account Contract then in effect. Billing statements provided by the Contractor to Cardholders will include the following information: outstanding balance, amount due, payment due date, and a list of charges to such T&E Card for the applicable statement period. Unless required by applicable law or otherwise agreed between the State and the Contractor, all T&E Card Account statements will be provided to the Cardholder via an electronic method or postal mail. The Cardholder is required to deliver payment in full to the Contractor in accordance with the terms of the Cardholder Account Agreement, regardless of whether the Cardholder has been reimbursed by the State or a State Agency for such amounts. The Contractor will also provide the State with information on a monthly basis, or such other period as the Contractor and State may agree, with respect to all charges made by Cardholders to the respective T&E Cards during each statement period. The State shall ensure that the Program Administrator or other authorized employee of the State has secure encrypted access to the Contractor's website to access and view electronic Account statements.

(iv) The State acknowledges that the Contractor may investigate a Cardholder's creditworthiness prior to issuing, renewing or replacing Individual Liability Cards and otherwise as the Contractor deems appropriate in connection with the Program. Additionally, State acknowledges that the Contractor may provide information regarding Cardholders to credit bureaus.

(v) Individual Liability Cards are considered delinquent at 60 days past due. The following actions will be taken on late payments:

(A) Suspension of charging privileges occurs at 61 days past due.

(B) Cancellation occurs at 91 days past due. Reinstatement of cancelled cards must be mutually agreed upon between the State and the Contractor.

(C) Contractor may submit adverse credit bureau reporting at 181 days past due. If adverse reporting is not submitted, Contractor will waive deductions for credit loss (aka charge-off deduction) of the 181 past due reported amount(s).

(c) General Provisions. The following terms shall apply to all Cards and Accounts.

(1) Payment Requirements. The Contractor may accept late or partial payments (including, but not limited to, those marked as in settlement of a dispute or “payment in full” or with other restrictive endorsements), without losing any of its rights under this Contract. The State and each Cardholder, as the case may be, are required to comply with all requirements established by the Contractor regarding procedures for remitting payments to the Contractor and required information to be included with payments. The State acknowledges that a failure by the State or any Cardholder, as the case may be, to comply with the Contractor’s procedures for remitting payments may result in late payment of amounts due, assessment of late charges, reduction in the spending limit of the subject Account(s), and/or the closing or suspension of the subject Account.

(2) Credit Balance Refunds. If Contractor receives a payment that exceeds the amount that is due on an Account, then the Contractor will apply the excess amount of such payment (a “Credit Balance”) against charges incurred on such Account. If a Credit Balance of more than \$1.00 remains outstanding on an Account for 180 days or more, then if such Account (a) is an Account for which a Cardholder is solely liable, any such Credit Balance shall be refunded to the Cardholder named on such Account, and (b) is an Account for which the Participating Entity is liable, then any such Credit Balance shall be refunded to the Participating Entity. If a Credit Balance equal to or less than \$1.00 remains outstanding in an Account for 180 days or more, then the Contractor shall deem such Credit Balance to be zero.

5. FEES AND CHARGES:

1. Annual Fee	Waived
2. Cash Advance / ATM	Not offered per State requirements.
3. Late Payment Charge / Purchase Finance Charge	

a. Individual Bill	2.5% of the outstanding balance if any portion of the past due balance appears on two consecutive billing statements (approximately 55-60 days after the billing cycle date in which the charge first appears), a Late Payment Charge will be assessed to the cardholder. This fee is NOT assessed to the Participating Entity, per the State's requirements.
b. Central Bill	Per the State's requirements, subject to State of California Prompt Payment Legislation. Government Code Chapter 4.5 Section 927.
4. Foreign Transaction Fee	1.0% in addition to Card Association fee levied to Citi. Total fee not to exceed 2.5%.
5. Return Payment Fee	Waived; \$10.00 billed to Individual Liability Cardholders for returned payments (not to the Participating Entity).
6. Implementation Fee	Waived
7. Implementation and Training	Implementation and training for a single site included, after which webinar and online training
8. File Integration and Reporting	No charge for standard file to central data point or Citi's standard online reporting system.
9. Custom File Development and Integration	Not required for State of CA. If requested at a later date, Custom integration includes but is not limited to AS2, SWIFTNet, and web-service API's.
10. Custom Card Design	Not required for State of CA.
11. Central Travel Account / Travel Agency Data	Citi can accept a standard reconciliation file from a Travel Management Company (TMC) at no cost.
12. Card Special Handling	Not required for State of CA. If requested, \$25 per request for expediting a card via courier to the cardholder or a company location.
13. Statements	No cost (electronic statements only via CitiManager).
14. Telephone Payment	Online Payments Via CitiManager – no cost; optionally, telephone payment-\$14.95 per request billed to Individually Billed cardholder account (not to the State of CA).
15. Statement and Receipt Copies	Via CitiManager – no cost;

- 1. PRICING TERM:** The pricing for this Agreement shall be effective for **seven (7)** years from the date hereof or for the term of this Agreement,

whichever time is shorter.

- 2. PAYMENT DUE DATE:** Payment is due in full **30** days after billing statement date.
- 3. REBATES:** Rebates will be payable retrospectively on an annual basis within 90 days of the contract anniversary, each year starting on such an anniversary being a “Rebate Period.” The Company shall be eligible for rebates according to the rebate parameters set forth below.
- (a) For the purpose of the rebate calculation, the annual total for all Canadian sales volume will be converted to U.S. Dollars using a twelve-month average of the interbank wholesale exchange rate, as determined from rates publicly published and added to the U.S. annual sales volume calculated under this Agreement.
- (b) Qualified Annual Spend Volume is the total spend on the Accounts during the Rebate Period, excluding returns, credits, and unauthorized use of Cards or Accounts during the Rebate Period. Transactions associated with reduced large ticket interchange are counted towards Qualified Annual Spend Volume **and calculated as a flat 50 bps in rebate per large ticket interchange item.**
- (i) For Corporate Card programs the following criteria must be met by the merchant for the transaction to qualify for large ticket interchange:
- a. Transaction amount must be more than \$7,255
 - b. Transaction must be at a Non-T&E or Lodging merchant
 - c. Airline, Auto Rental, Passenger Railway or Restaurant transactions do not qualify
 - d. Transaction must have the following additional addendum data:

All except Lodging	Lodging
Card Acceptor Tax ID	Card Acceptor Tax ID
Customer Code	Customer Service Toll Free (800) Number
Total Tax Amount	Property Phone Number
Card Acceptor Type	Arrival Date
Product Code	Departure Date
Item Description	Folio Number
Item Quantity	

Item Unit of Measure	
Extended Item Amount	
Debit or Credit Indicator	

- (c) The following will be deducted by the Bank from any rebates before payment: (i) any outstanding balances that are 180 days past its Payment Due Date, with associated fees; and (ii) Upon a Termination Event or termination of this agreement (whichever is earlier), all monies due from the Company to the Bank under this Agreement and/or under any other card program between the Bank and Company or any of Company's Affiliates.
- (d) Early Payment Incentive: The Bank will add **0.5** basis point based on the schedule listed in Attachment 7: Cost Prompt Payment Incentive.
- (i) For centrally billed programs, payment timeliness is calculated for each cycle by measuring the number of days in between the statement cycle date and the payment posting date.

Threshold: Citibank is not responsible to issue an Early Payment Incentive to a participating entity if the total calculated amount of their combined direct bill accounts (CTA, MTG, VCN) is under \$25.00. Any participating entity that does not earn a minimum of \$25.00 annually for Early Pay Incentive will forfeit its incentive share for that contract year.

In the event a participating entity's agreement is terminated prior to the completion of the contract year, payment for Early Pay Incentive shall be made to the participating entity within 90 days following the last day of the year in which the termination occurred for any incentive share earned prior to the termination date.

Opting Out of Early Payment Incentive: Participating entities have a full Opt Out provision through submittal of a completed Payment Instructions document to the State and/or Citibank.

If an Early Payment Incentive is earned by a department that selects the "Opt Out" provision or that does not provide banking instructions, as required to receive payment, Citibank will process the monies for issuance and pay to the State included with the annual Total Spend Volume incentive or supplemental payment.

Citibank will provide a full itemized reporting of all the monies incorporated in the Total Spend Volume incentive payment(s).

6. PROGRAM ADMINISTRATOR

- (a) The State shall designate one or more individuals (individually and collectively, the "**Program Administrator**"), to administer the Program on

behalf of the State and Participating Entities, including, without limitation, cooperating with the Contractor with respect to the Program. The Program Administrator shall undertake the following duties on behalf of the State, as well as any other reasonable duties requested by the Contractor and agreed to by the State:

- (i) the Program Administrator shall be familiar with all aspects of the Program, including but not limited to, billing procedures, number and status of Accounts, status of Cardholders, notice requirements, and status of late payment charges;
 - (ii) the Program Administrator shall on behalf of the State administer, monitor and be responsible for entitlement and usage of the Contractor's electronic communication and reporting systems by himself/herself and any delegates in accordance with the Program including, but not limited to, users' ability, if any, to (A) request Accounts and modify Account information or usage parameters, (B) establish and modify Account authorization controls, and (C) access Account and transaction data for reporting and monitoring purposes; and,
 - (iii) if requested, the Program Administrator shall advise the Contractor of a Cardholder's contact information and, with respect to Accounts for which the Cardholder makes payments, whether a Cardholder has been reimbursed by the State or a Participating Entity for spend on such Accounts.
- (b) The State must inform the Contractor promptly of any change (including termination) of the Program Administrator or delegates who have been granted access to the Contractor's electronic and reporting systems by the Program Administrator. The State shall comply with any security procedures designed to verify the origination of communications from the State, the Program Administrator and his or her delegates as the Contractor may implement from time to time. The Contractor is not responsible for errors or omissions made by the State, the Program Administrator or his or her delegates in such communications, and may act in reliance on such communications; provided that the Contractor reserves the right to not act on any such communication where it reasonably doubts its authenticity or appropriateness.

7. SPENDING LIMIT

The initial aggregate spending limit for the United States under this Contract is set by the Contractor. With respect to any sub-limits applicable to individual Accounts, the State may advise the Contractor of the State's desired sub-limit allocation for such Accounts. The Contractor may lower or raise the aggregate spending limit for the Program and any Account sub-limit in the Contractor's sole discretion; provided that, in the event of a decrease in the aggregate spending limit for the Program, the Contractor will inform the State as soon as reasonably practicable of such decrease.

8. DESCRIPTION OF SPECIAL USE ACCOUNTS

The State and/or a Participating Entity, through the Program Administrator, may request that one or more Special Use Accounts be established in connection with the Program by providing a written request to the Contractor's State account or sales manager. If any such requested Special Use Account is offered by the Contractor in connection with the type of Program provided for the State under this Contract, then, in addition to the other terms and conditions set forth in this Contract (including if applicable any fee provisions set forth in the Cost Proposal), the provisions in this Section (including any specific provisions relating to such Special Use Account set forth below) shall apply to such Special Use Account. The Program Administrator shall complete the applicable documentation (if any) required to establish such Special Use Account. With respect to each such Special Use Account, the State or its designee shall be responsible for controlling access to, and usage of, each such Special Use Account by employees, partners, officers, contractors, agents and subcontractors of the State or any Participating Entity, and any third parties that have access to such Account, such as Travel Management Companies (as defined below) and merchant vendors. The State and/or a Participating Entity may only cancel a Special Use Account through the Program Administrator, the Program Administrator's designee, or the person whose name is listed on the Account, which person may cancel such Special Use Account by notifying the Contractor either by telephone or in writing.

(a) Central Travel Account ("CTA")

- (i) A CTA is an Account that the State and/or a Participating Entity may provide to its Travel Management Company in order to charge the travel expenses of individuals who contact such Travel Management Company for such purpose. "**Travel Management Company**" means an entity that has been appointed by the Card Association to accept T&E Cards and/or a CTA number and which the State (for itself or on behalf of a Participating Entity) has authorized to communicate with and supply data to the Contractor. The State and/or a Participating Entity acknowledges that any descriptions of charges on CTA Account statements are provided to the Contractor by Travel Management Companies and a failure by a Travel Management Company to provide the Contractor with full details of a charge shall not constitute a basis for the State and/or a Participating Entity to delay or withhold payment of such charge. If the State and/or a Participating Entity wish to cancel any charges on the CTA, the State and/or a Participating Entity must contact the Travel Management Company directly to obtain credit against the original charge. The Contractor will only credit the CTA with a refund if it receives written instructions from the Travel Management Company to do so.
- (ii) The Contractor is not responsible for: (A) any decision by a Travel Management Company to accept or reject use of the CTA or CTA number; (B) charges incurred by users of the CTA who do not in fact have sufficient authorization from the State and/or a Participating Entity;

or (C) (as between the Contractor and the State and/or a Participating Entity), the failure by the Travel Management Company to obtain authorization of a user to incur a charge, which failure shall not relieve the State and/or a Participating Entity of its liability to pay for such charge.

(b) Virtual Card Accounts

- (i) The Contractor shall establish Virtual Card Accounts, which are Accounts that allow an Authorized Account User to request the issuance of unique Transaction Account Numbers associated with each such Virtual Card Accounts to settle transactions with merchants (“**Virtual Card Accounts**” or “**VCA**s”). Once Virtual Card Accounts are established, Transaction Account Numbers associated with such Virtual Card Accounts will be issued by the Contractor. “**Transaction Account Number**” means a unique number associated with a Virtual Card Account that is issued upon the request of an Authorized Account User and provided to a merchant (in lieu of an Account number) for the purpose of completing one or more transactions. “**Authorized Account User**” means each eligible employee, partner, officer, contractor, agent or subcontractor of the State or a Participating Entity expressly designated by the Program Administrator to request the issuance of a Transaction Account Number.
- (ii) All charges and fees associated with a Transaction Account Number will post to the Virtual Card Account under which the Transaction Account Number was generated and are required to be paid by the State in accordance with the terms of this Contract. Each Transaction Account Number is issued for the purpose of permitting Authorized Account Users to charge to the subject Virtual Card Account purchases of goods and services which are for the business of the State or a Participating Entity from merchants that accept such Transaction Account Numbers. The State shall use commercially reasonable efforts to ensure that each Transaction Account Number is used only for such purpose. Purchases under the VCA may only be charged to Virtual Card Accounts through the use of Transaction Account Numbers. Each Transaction Account Number issued by the Contractor is subject to the same terms and conditions governing use of the associated Virtual Card Account.
- (iii) Authorized Account Users may request Transaction Account Numbers in accordance with the Contractor’s applicable procedures. The Contractor may rely on the authority of each Authorized Account User to request Transaction Account Numbers until the Contractor has received written notice or other notice acceptable to it from the Program Administrator terminating such authority. The Program Administrator shall monitor and control Authorized Account Users’ ability to (A) request Transaction Account Numbers and modify Transaction Account Number usage parameters, (B) establish and modify Virtual Card Account authorization controls, and (C) access Virtual Card Account and transaction data for reporting and monitoring purposes.

- (iv) Each Transaction Account Number will be valid for the term indicated by the Contractor unless earlier canceled or suspended by the Contractor at the request of the State and/or a Participating Entity or as otherwise permitted under this Contract. Each Transaction Account Number may be used for one or more purchases, as determined by the Contractor or otherwise agreed between the Contractor and the State.
- (v) The State shall supervise the use of Transaction Account Numbers. The State shall establish and maintain compliance with procedures designed to ensure the security of the Virtual Card Accounts, Transaction Account Number requests and generated Transaction Account Numbers. The Contractor reserves the right to cancel or suspend any Transaction Account Number at any time for any reason, without notice unless required by applicable law or regulation.

9. LIABILITY FOR USE OF ACCOUNT

- (a) Except for Accounts for which Cardholders are solely liable under this Contract, each Participating Entity shall be liable for and shall pay all amounts charged to its Account(s) plus any applicable charges and fees, including costs, fees and charges incurred as a result of or in connection with (i) the legitimate authorized use of an Account, (ii) the loss, or theft of any Account information, or (iii) the unauthorized use of an Account, or Account information, in each case of clauses (i)- (iii), by the State, any State Agency, any of the State's or a State Agency's personnel, any Cardholder or any third party. Any Optional User shall be liable for and shall pay all amounts charged to the Account(s) plus any applicable charges and fees, including costs, fees and charges incurred as a result of or in connection with (i) the legitimate authorized use of an Account, (ii) the loss, or theft of any Account information, or (iii) the unauthorized use of an Account, or Account information, in each case of clauses (i)-(iii), by the Optional User, any Optional User's, any Cardholder or any third party.
- (b) If a Cardholder, Program Administrator or any employee of the State or a Participating Entity has any reason to believe that a Card or Account information is lost or stolen, or that any fraud or unauthorized use of an Account has occurred or is likely to or will occur, the State must notify the Contractor promptly. Notification can be made to the Contractor at any time – 24 hours a day, 7 days a week – and shall be made via the telephone number listed in the Account materials. The State shall (and shall ensure its Participating Entities) cooperate with the Contractor in its efforts to investigate fraudulent activity. No later than sixty (60) days from the date of an Account statement, the State and/or a Participating Entity shall notify the Contractor in writing of any charges on the Account statement that occurred as a result of loss, theft, fraud or unauthorized use. If the Contractor detects unusual or suspicious activity on an Account, it may temporarily suspend credit privileges until it can verify the activity.

(c) If the State and/or a Participating Entity or a Cardholder believes that an amount charged to an Account is the result of fraud or unauthorized use by a third party, the Contractor offers a dispute process subject to the Card Association rules and procedures. To dispute a charge, the Cardholder or the State and/or a Participating Entity must complete and submit all required forms and documentation, as and when requested by the Contractor (a "**Disputed Charge**"). Disputed Charges shall not be due and payable until completion of the dispute process. If upon conclusion of the dispute process the State and/or a Participating Entity or the Cardholder is found to be:

(i) not liable for a Disputed Charge, then such Disputed Charge shall be removed from the applicable Account, or (ii) liable for a Disputed Charge, then such Disputed Charge shall be then due and payable.

(d) In addition to the dispute process mechanism set forth in Section 8(c) above, the parties acknowledge that the corporate liability waiver program may offer partial or full waiver for certain State and/or Participating Entity liabilities described in Section 8(a), subject to the terms and conditions of such program. Reference to such waiver program (and a summary of the relevant terms) is included in the Contract where applicable.

10. SUBCONTRACTORS

The State acknowledges that the Contractor may, from time to time, subcontract for the performance of any of its obligations under this Contract, provided that the use of subcontractors by the Contractor shall not relieve the Contractor of any obligation, duty or liability under this Contract.

11. TERMINATION

Contractor may terminate, withdraw or suspend a Participating Agreement, effective immediately, upon notice in writing if any of the following occurs:

- (a) Subject to applicable laws and any and all bankruptcy court rules and orders, the participating State Agency files bankruptcy;
- (b) The participating Optional User breaches any of the material terms and conditions in this Agreement, and fails to remedy such breach within 60 days after being notified in writing;
- (c) The participating Optional User fails to meet any of its other obligations in this Agreement and does not remedy such failure within 60 days after being notified in writing;
- (d) The participating Optional User enters into liquidation, insolvency, bankruptcy or files, has filed against it, applies for or otherwise becomes subject to bankruptcy proceedings, a

moratorium, administration, liquidation (including provisional liquidation) or similar proceeding;

- (e) The participating Optional User experiences any significant deterioration of its creditworthiness as determined by the Contractor based on the Contractor's risk policies and procedures.

STD. 213A TPS Amendment 3- Optional Users- Fourth Notice

Gallo, Lucas@DGS <Lucas.Gallo@dgs.ca.gov>

Mon 10/31/2022 1:49 PM

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

If your department has already completed and returned a signed copy of Amendment 3 to the Travel Payment System (TPS) to the Statewide Travel Program (STP), or is in the process of doing so, please disregard this email.

Hello Departmental Travel Program Coordinators, Managers, and Program Administrators:

This is the **fourth** attempt to make contact with your agency. The initial requested return date for the attached form was one month ago, 09/27/2022.

The recent Amendment 3 to the Travel Payment System (TPS) Agreement (see [Travel Bulletin 22-02](#)) requires each participating entity to provide a new, signed Participating Agreement (STD. 213A) to the Statewide Travel Program acknowledging the contract revision.

The attached STD. 213 A3 needs to be completed, signed and **returned to STP**.
Steps to complete the STD. 213 A3 Participating Agreement:

1. Complete the information in the listed areas of the attached STD. 213A.
 - a. Participating Agreement Number: If your existing Participating Agreement Number is not available, do no delay returning the completed STD 213A. STP can add the Participating Agreement Number, if needed.
 - b. Contracting Agency Name at the top of the STD. 213A
 - c. Contracting Agency Name at the bottom of the STD. 213A
 - d. Contracting Agency Address, City, State and Zip
 - e. Printed Name of Person Signing
 - f. Title of Person signing
 - g. Contracting Agency Authorized Signature
 - h. Date Signed

2. STP will only accept electronic forms.

If action is not taken, STP will be unable to assist your agency in the event Citibank freezes your payment accounts.

Participating Agreements will be executed by STP upon receipt of the STD. 213 A3 and a finalized copy of your STD. 213 A3 will be emailed to you when available.

If you have questions regarding the STD. 213 A3 form or processing of the Participating Agreement, please contact me.

Thank you,

Lucas Marvin Gallo | Student Assistant
California Department of General Services

Office of Fleet and Asset Management – Statewide Travel Program

1700 National Drive

Sacramento, CA 95834

<http://www.dgs.ca.gov/OFAM/travel>

Cell: (279) 946-8169

lucas.gallo@dgs.ca.gov



saveourwater.com



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: November 8, 2022

TO: Board of Directors

FROM: 
Gloria Fong
Staff Services Analyst

SUBJECT: Amendment to First Amendment to Agreement with Wittman LLC for Ambulance Billing and Collection Services

At CEO Corinne Wittman-Wong's request an amendment was made to 1st amendment the Board of Directors approved at its October 18, 2022 meeting. The addition is to section 2 under Covenants (highlighted on attached). This amendment was executed and followed up for approval under consent items.

Attachments: 1st Amendment to Agreement with Wittman LLC

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

RESOLUTION NO. 2022-23 15

**A RESOLUTION ACCEPTING FIRST AMENDMENT TO AGREEMENT WITH
WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COLLECTION SERVICES**

WHEREAS, the South Lake County Fire Protection District Board of Directors reviewed and accepted the existing Wittman Enterprises LLC Ambulance Billing Services Agreement at its November 20, 2018 meeting for term of July 1, 2018 to June 30, 2020 (reference attached Exhibit 'B' Resolution No. 2018-19-06); and,

WHEREAS, the South Lake County Fire Protection District Board of Directors has reviewed First Amendment to Professional Services Agreement for Ambulance Billing and Collections Services for term of existing agreement from July 1, 2020 to June 30, 2024 (First Amendment), attached as Exhibit 'A'; and,

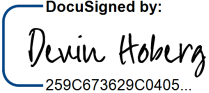
NOW, THEREFORE, BE IT RESOLVED AND DIRECTED THAT the South Lake County Fire Protection District Board of Directors accepts First Amendment and authorizes the President of the Board of Directors to execute First Amendment.

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 18th day of October, 2022 by the following vote:

AYES: *Bostock, Martinelli, Cline, Hoberg*

NOES: *None*

ABSENT OR NOT VOTING: *None*

BY:  SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
DEVIN HOBERG, President, Board of Directors

ATTEST:  Gloria Fong, Clerk to the Board of Directors

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT AND WITTMAN ENTERPRISES, LLC
FOR AMBULANCE BILLING AND COLLECTION SERVICES**

This First Amendment to the Agreement (the "First Amendment"), signed on this 23rd day of September, 2022, by and between the SOUTH LAKE FIRE PROTECTION DISTRICT ("PROVIDER") and WITTMAN ENTERPRISES, LLC ("CONSULTANT") were entered into a mutual agreement for services for the time period below and agree to extend such services as described herein.

RECITALS

- A. PROVIDER and CONSULTANT entered into that certain Professional Services Agreement for Ambulance Billing and Collection Services dated 1, July, 2018.
- B. PROVIDER and CONSULTANT desire to amend the Agreement in the manner provided herein below.

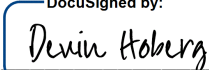
COVENANTS


- 1. PROVIDER hereby acknowledges that it is exercising its right to extend the terms of the existing agreement by continuing services with CONSULTANT from 7/1/2020 to 6/30/2024.
- 2. Section 14 (Fees) of the existing agreement is hereby amended to 5.9% of net collections beginning the month this Amendment is executed.
- 3. Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the respective dates set forth opposite their signatures.

South Lake County Fire
Protection District

Wittman Enterprises, LLC

DocuSigned by:

 10/20/2022
 259C673629C0405...
 By: Devin Hoberg, President Date

DocuSigned by:

 10/24/2022
 FFAFD11C38A844F...
 Corinne Wittman-Wong, CEO Date

Attest: 
 A46C7B669C144F1...
 Gloria Fong
 Clerk to the Board of Directors

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

RESOLUTION NO. 2018-19- 06

**A RESOLUTION TO ACCEPT AND ENTER INTO AGREEMENT WITH
WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING SERVICES
FOR TERM OF JULY 1, 2018 THROUGH JUNE 30, 2020 AND APPROVAL FOR
FOR THE BOARD PRESIDENT TO EXECUTE AGREEMENT**

WHEREAS, the Board of Directors of the South Lake County Fire Protection District has reviewed and accepts the Wittman Enterprises LLC Ambulance Billing Service Agreement, as attached;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of South Lake County Fire Protection District hereby authorizes the President of the Board of Directors of South Lake County Fire Protection District to execute and enter into the attached agreement.

THIS RESOLUTION was introduced and adopted by the Board of Directors of the South Lake County Fire Protection District at its regular meeting held on the 20th day of November, 2018 by the following vote:


AYES: *Hoberg, Martinelli, Bostock, Comisky*

NOES: *None*

ABSENT OR NOT VOTING: *Garcia*

[SEAL]

SOUTH LAKE COUNTY
FIRE PROTECTION DISTRICT



JIM COMISKY
President, Board of Directors

ATTEST:



Gloria Fong
Clerk to the Board of Directors

South Lake County Fire Protection District Ambulance Billing Service Agreement

This agreement is entered into on this 1st day of July 2018, by and between the "South Lake County Fire Protection District", an entity organized and existing under the Laws of the State of California, hereafter referred to as "District", and, Wittman Enterprises, LLC doing business at 11093 Sun Center Drive, Rancho Cordova, CA 95670 hereafter referred to as "Contractor"

The District and Contractor hereby agree as follows:

1. SCOPE OF SERVICES

Contractor agrees to perform all services described in Exhibit "A", attached hereto and made a part hereof, in accordance with the term and conditions stated herein. Contractor will not be compensated for services outside the scope of items listed in Exhibit "A" unless, prior to the commencement of such services, (a) Contractor notifies the District that such service is deemed an additional service and estimates the additional compensation required for this activity, and (b) District, after notice, approves additional service and amount of compensation therefore, by supplying Contractor with purchase order.

2. PAYMENT

For the services referred to in Exhibit "A" herein, District will pay Contractor a fee based on revenue collected, only on accounts not turned over for collection and which been processed after the start date of this agreement.

3. TERM

- a. The term of this Agreement will begin on 07/01/2018 and ends on 06/30/2020
- b. The District reserves the right to terminate the contract, or any extension upon thirty (30) days advance written notice, at the discretion of the District, whether with or without cause. A written notice will be deemed served upon sending said notice by "certified" mail, with proof of receipt requested, in a postage-paid envelope addressed to the other party of the Agreement and depositing the same with the United States Post Office.

For purposes of this Agreement, all notices to the District will be addressed as follows:

South Lake County Fire Protection District
Attn: Chairman of the Board of Directors
P.O. BOX 1360
21045 State Highway 175
Middletown, CA 95461
(707) 987-3089

For the purposes of this Agreement, all notices to the Contractor will be addressed as follows:

Wittman Enterprises, LLC
Attn: Ms. Corinne Wittman-Wong
11093 Sun Center Drive
Rancho Cordova, CA 95670
(916) 381-6552

- b. If this Agreement is terminated before the Contractor completes the services in Exhibit "A", in addition to any other rights and remedies provided by law or under this Agreement, Contractor shall be entitled to compensation for services performed hereunder, through and including the date of termination, and will have up to ninety (90) days to collect on all accounts billed up to the contract termination date, and will receive agreed to percentage (per item #2 of this Agreement) of receipts in payment for services up through the 90th day.

4. **INDEMNIFICATION**

Contractor agrees to release, indemnify, defend and hold harmless, the District, its officers, agents and employees from and against any and all claims, demands, liability (including attorney's fees), fine penalties, lawsuits, or other action for damage or injury to persons or property arising out of or in any way connected with the Contractor's operations under this Agreement, or the performance of this Agreement by Contractor or its officers, employees, partners, directors, or agents, except to the extent caused by the District's sole negligence.

5. **INSURANCE**

The Contractor will maintain Public Liability and Property Damage Insurance, in not less than a combined single limit of \$1,000,000.00 for one or more persons injured and property damage in any one accident; will reimburse all District costs, including but not limited to attorney's fees, and will cover any claims arising out of Contractor's performance of services under this agreement. Said insurance, will name the District, its officers, agents and employees as additional insureds. All said insurance policies will provide that the insurance carrier not cancel, terminate or reduce coverage, or otherwise modify the terms and conditions of said policies except upon thirty (30) days prior written notice, sent by "certified" mail, to the authorized representative of the District; and will be evidenced by the original Certificate of Insurance attached to an endorsement in the insurance carrier's standard form endorsement evidencing

coverage, and will be, approved as form and sufficiency by the authorized representative. Forward all insurance documents to the District Chief.

Failure of the Contractor to obtain and maintain the required insurance coverage for the duration of the contract will be considered material breach of contract; and should the Contractor have inadequate insurance or the insurance lapses, the District will have the option of obtaining insurance at the Contractor's expense.

If Contractor employs any person, it shall carry Worker's Compensation Insurance in accordance with the provisions of Section 3700 of the Labor Code of the State of California, and will provide a certificate of insurance to the District. The Worker's Compensation Insurance will provide that the insurance carrier will not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice, sent by "certified" mail, to the District's authorized representatives; and will provide for a waiver of any right of subrogation against District to the extent permitted by law; and will be approved as to form and sufficiency by the District's authorized representative. Forward all insurance documents to District's Chief.

6. **CONFORMITY WITH LAW AND SAFETY**

- a. Contractor will observe and comply with all applicable and relevant laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor will immediately notify the District's representative by telephone. Contractor will promptly submit to District a written report, in such form as may be required by District, of all accidents, which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s), (2) name and address of the Contractor's subcontractor, if any, (3) name and address of Contractor's liability insurance carrier, and (4) a detailed description of the accident including date and time of occurrence and whether any of District's equipment, tools or materials were involved.

7. **INDEPENDENT CONTRACTOR**

For purpose of this Agreement and at all times during the term of this Agreement, Contractor will be an independent contractor and not an employee of the District. The District will have the right to enforce the provisions of this Agreement and to monitor the results. Contractor must pay the state and federal government all state and federal income and other taxes due.

8. **ATTORNEYS FEES**

If any action of law or inequity is brought to enforce or interpret the provisions of this Agreement, both parties will be required to meet and confer, and if necessary have legal counsel present with either party; however, each party will be solely responsible for its attorney fees resulting from these meet and confer sessions

9. **GOVERNING LAW**

This Agreement will be governed by the laws of the state of California

10. **AMENDMENTS**

The terms and conditions of this Agreement will not be altered or otherwise modified except upon a duly written executed and mutually agreed upon by all parties amendment to this Agreement, with any changes and/or amendments written only to clarify ambiguities which may exist.

11. **ENTIRE AGREEMENT**

- a. The terms and conditions of this Agreement and all exhibits attached hereto or documents expressly incorporated by reference therein, represent the entire Agreement between the parties hereto with respect to the supersede any and all other prior agreements regarding the subject matter between the District and Contractor, either oral or in writing. No other agreement, statement, or promise relating to the subject matter of this Agreement will be valid or binding except upon a duly executed written amendment to this Agreement.
- b. Should any conflicts arise concerning the terms and conditions of this Agreement, and the terms and conditions of any exhibits attached hereto or documents expressly incorporated therein, the terms and conditions of this Agreement, will prevail.

12. **NO COMPETITION CLAUSE**

Neither Contractor nor any person who is an employee, officer, director, or partner of Contractor shall have served as either an employee, or a board, committee, or commission member of the South Lake County Fire Protection District in the last two years, who has formally or informally influenced the making of this Agreement.

13. **OWNERSHIP OF DOCUMENTS**

Contractor agrees to return to District, if requested, upon termination of this Agreement and in the same condition as received, all documents, drawings, photographs and other written or graphic material, however produced, received from District, its contractors or agents, and used by Contractor in the performance of its service hereunder. All work papers, drawings, internal memoranda of any kind, photographs and any written or graphic material, however produced and/or prepared by Contractor in connection with its performance of services hereunder, will be and remain after termination of this Agreement, the property of Contractor. However, the pervious sentence will not apply if the District or Contractor terminated this contract before the Contractor completes all the services required under Section 1, Scope of Services. In this case, the latest set of draft documents will be and remain the property of the District.

14. FEES

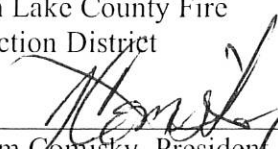
The District will issue payment to Contractor upon presentation of a monthly invoice calculated by using the Gross Revenues collected less any bad checks, refunds, adjustments, or payments on accounts sent to collection. The contracted billing fee of 6.3% will then be applied to the Net Revenue collected and will be paid to the Contractor. Payment will be made to the Contractor.

Should any extension(s) to the original contract be awarded, the billing fee of 6.3% of net revenue collected shall prevail with all said guarantees.

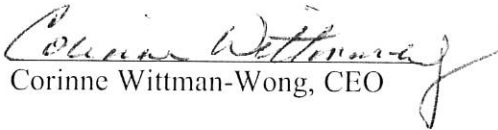
In witness whereof, the District and Contractor have executed this agreement through their duly authorized representatives as of this day and year written below.

South Lake County Fire
Protection District

By: _____


Jim Comisky, President
Chairman of the Board
Tax ID # 94-2214592

Wittman Enterprises, LLC


Corinne Wittman-Wong, CEO

Dated: 11/20/2018

11/27/18

Attest: _____


Gloria Fong
Clerk to the Board of Directors

Exhibit "A"

SCOPE OF SERVICES

1. **Statement of Works:**

This documents the District's and Contractor's mutual understanding of the scope and magnitude of the project.

a.) **Outline of Authorized Works:**

The Contractor will produce statements and invoicing (billing) for all qualified District ambulance transportation with corresponding completed ambulance report forms; and will process said claims with three (3) working days from the date of receipt. The Contractor will produce monthly and year-to-date (fiscal year July 1st to June 30th) and detailed accounts receivable reports in generally accepted accounting format. The Contractor will not be the depository for monies received as a result of the invoicing. The Contractor will provide all necessary personnel, tools, equipment and product necessary for producing the invoicing and reports. The Contractor will supply all hardware and software.

The Contractor will review and make accommodations for change, if necessary, in the current patient care report content, data collection procedures and billing amounts for ambulance related services. Contractor will communicate frequently with the District on the monthly operations as they relate to collections, data extraction, etc. Contractor will be responsible for all training required based on changes recommended. The Contractor will review all demographic data and make recommendations for change in billing procedures, if necessary.

b.) **Objectives:**

The objective of this project is to maximize and make timely the collection of revenue due from the ambulance transportation and related services provided by the South Lake County Fire Protection District. Furthermore, it is to provide for the review of and improvements in, the overall ambulance billing process.

c.) **Project Organization:**

The basic project organization is:

The Contractor's project manager in cooperation with the designated District person will provide and oversee an integrated billing process for ambulance services. Through the use of in-house and field staff the Contractor will process the ambulance report forms through a data processing system to produce invoicing and corresponding reports. Through additional in-house staff the Contractor will post all monies received by the District and produce the necessary billings, account/billing registers and accounting documents.

d.) **Project Staffing:**

A qualified billing staff, in adequate numbers for the project, will be the responsibility of the contractor who must enforce the requirement that all ambulance claims be processed within three (3) working days from the date of receipt of District's billing forms.

e.) **Deliveries:**

The Contractor will produce and effect delivery of all invoices, statements and reports as required. In addition, the Contractor will give the District a report on its review of the patient care report form, billing amounts and other items the Contractor believes will improve the billing process for ambulance service. This report will be provided to the District no later than sixty (60) days after the signing of the contract. The Contractor will provide demographic reports on the accounts and corresponding billing classifications. All reports due will be produced and provided to the District by the Fifteenth (15) of the month following the month of service. This reporting will begin after the first month of the beginning of the Contract.

2. **Action Steps:**

The following is an outline of steps to be taken by the Contractor and the District:

- a.) The District, will collect and place in numerical order, by master incident number (high to low) all patient care reports, and forward to Contractor no less than weekly.
- b.) The Contractor will review and code the patient care reports for billing information and forward them to the Contractor's data processing staff.
- c.) The Contractor's data entry staff will input all pertinent data into the Contractor's data processing system, and will process requests for refunds, reconcile receipts, and research "unidentified" cash payments and notify the District of such.
- d.) The Contractor's in-house staff will process the accounts, produce invoices, statements, and reports as required and follow-up on incomplete Patient Care Report Forms (PCR's), including hospital visits and telephone inquiries.
- e.) Contractor will receive direct payment, posting and depositing cash receipts within one (1) day of receipt. Bank deposit receipt will be faxed to the District. Wittman Enterprises shall have no access to the proceeds of the receipts. All funds are under the exclusive control of South Lake County Fire Protection District.
- f.) The Contractor will process all third party payor billing forms as needed.

- g.) The Contractor will follow-up and resolve problems due to unidentified payments, overpayments, and refund requests by the end of the month in which the payment was received or closed out at a maximum of 45 days. Contractor will report any payments received on any bad debt accounts to the appropriate collection agency, by fax, within two (2) working days of receipt of such payments.
- h.) Upon request, Contractor will make all books and records available to both internal and external auditors.
- i.) Contractor will provide toll-free telephone lines, fax machines, computer equipment, modems, to accommodate billing inquiry/follow-up and other calls without undue delay to calling parties.
- j.) Contractor agrees to act as Custodian of Records on behalf of the District for patient records and related documents. Only upon receipt of the properly executed permission forms for release of confidential information by the patient or patient's legal representative, will Contractor provide any information to any inquiring agencies, associates or entities who demonstrate need for such information.

Contractor as Custodian of Records, shall be entitled to direct payment for costs associated with research, copying, and mailing of information to requests within this capacity. Such direct payments will not reflect as District collections nor against Contractor's collection guarantee.

- k.) The District shall be contacted about accounts where no response is received from patient within 90 days, to determine if additional follow up can be done by the District and/or Contractor prior to sending such accounts to collection.
- l.) Periodically, or at a minimum of every thirty (30) days, after all efforts have been exhausted for procuring payment for receipt of ambulance service, Contractor will forward to a collection agency designated by District, by electronic tape or other compatible medium, all "delinquent" account information. Delinquent accounts are all accounts past due 120+ days. Contractor at the end of the month will provide to the District a list of all delinquent accounts turned over to collection agencies, specifying the reason they were uncollected, unless provided different direction by the District.

3. **Departmental Participation:**

- a.) The District will provide Contractor access to a billing liaison person on a daily basis during normal business hours.
- b.) The District will be permitted to audit Contractor's operation upon request to evaluate the accuracy, timeliness and overall quality of Contractor's services. For this purpose, District shall have access to all of Contractor's books, accounts and other records and sources of information that the District determines to be necessary to conduct an audit.
- c.) The District will provide Contractor with proper documentation necessary to prepare claims and reach final adjudication.
- d.) The District will provide Contractor with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for Contractor to perform proper follow up of outstanding billings and proper posting and tracking accounts receivable.
- e.) The District shall make an effort to obtain patient signature or patient representative signature on trip ticket, or indicate why patient's signature was unattainable.

4. **Other:**

Contractor and its employees shall maintain the confidentiality of all information provided to them by District and shall use that information only for the purpose described in this Agreement.

District understands, agrees to, and accepts that Contractor has no responsibility or obligation for determining the accuracy of any medical claims made to governmental agencies, and that contractor relies on District for making any such claims.

WITTMAN ENTERPRISES, LLC

11093 Sun Center Drive, Rancho Cordova, CA 95670
(800) 906-6552

South Lake County Fire Protection District

Appendix A

I. Private Billing

Wittman Enterprises, LLC to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8X11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within three (3) days of receipt of transport tickets. Toll Free 800 telephone number provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this call, Wittman's will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

1. Invoice	Immediately
2. Statement	30 days
3. Past Due	20 days
4. Final Demand	10 days

II. Medicare, Medi-Cal, Medi-Medi

Wittman Enterprises, LLC to prepare all invoices and electronically convey to Medicare and Medi-Cal fiscal intermediaries.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

III. Workers' Compensation and Private Insurance

Wittman Enterprises, LLC to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by Wittman Enterprises, LLC.

IV. Delinquent Claim Handling

Patients with claims aging over 45 days will be contacted by telephone for payment arrangements. Telephone follow up will continue until payment in full is received or account is dismissed by **South Lake County FPD** to an outside collection agency.

Wittman Enterprises, LLC will utilize installment billing as allowed by **South Lake County FPD** in cases of financial hardship.

V. Receipts Processing

Wittman Enterprises, LLC will receive direct payment, posting and depositing cash receipts within one (1) day of receipt. Bank deposit receipt will be faxed to **South Lake County FPD**. Wittman Enterprises, LLC shall have no access to the proceeds of the receipts. All funds are under the exclusive control of **South Lake County FPD**

VI. Reports

Monthly, Wittman Enterprises, LLC will perform accurate month end close procedures that will result in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

VII. South Lake County FPD Responsibilities

- Submit necessary transport information, including pay source information and patient condition, to Wittman Enterprises, LLC for billing purposes.
- Forward to Wittman Enterprises, LLC all necessary information relating to patient transports services, payments and patient eligibility.
- Notify Wittman Enterprises, LLC of any accounts that require special attention.
- Obtain signature of patient or guardian.
- Provide patient's Social Security Number

VIII. Source Documents

Wittman Enterprises, LLC will retain all source documents including attachments for six (6) years. When service contracted is terminated, all source documents are returned to Provider at the Provider's expense.

IX. Fees

- | | | |
|----|-------------------------------|-------------------------------------|
| A. | Percentage of Net Collections | 6.3 % Net Collections minus refunds |
| B. | Monthly reports | Included |