



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

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

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

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

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

BOARD OF DIRECTORS' REGULAR MEETING
7:00 P.M., May 21, 2019, Middletown Fire Station

AGENDA

NON-TIMED ITEMS

A. OPEN MEETING:

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

B. CITIZENS' INPUT:

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

C. COMMUNICATIONS:

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

TIMED ITEMS

D. REGULAR ITEM:

D1. Consideration for Letter in Support of Senate Bill 438, making it clear that County Emergency Medical Service (EMS) Administrators do not have the power to dictate when City, County, or District Fire and EMS units can be dispatched to respond to a 9-1-1 call in their own jurisdictions or empower a private ambulance company to bypass potentially closer fire-based units or downgrade the severity of medical emergencies so that I can dispatch its own ambulances. Placed on the agenda by Director Comisky.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

D2. Consideration for 2019 proposed changes to Memorandum of Understanding By and Between South Lake County Fire Protection District and South Lake County Volunteer Firefighters Association Inc. for Paid-Call Personnel (with effective date of XX/XX/XX). Placed on agenda by Battalion Chief Mike Wink.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

D3. Consideration for Resolution No. 2018-19 19, A Resolution to Accept and Enter into Continuing Services Agreement with Lotusland – Lake County. Placed on the agenda by Battalion Chief Wink.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

D4. Consideration for Change Order to Emergency Generator Project with R O Construction for addition of \$4,000 for All Kohler Generators. Placed on the agenda by Gloria Fong for Battalion Chief Mike Wink.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

D5. Consideration for Resolution No. 2018-19 18, A Resolution Authorizing the Fire Chief to Execute Agreements for Participation in the Intergovernmental Transfer of Public Funds Program for the Service Period of July 1, 2018 through June 30, 2019. Placed on the agenda by Gloria Fong.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

E. CONSENT CALENDAR:

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

E1. Minutes presented: April 16, 2019 – Regular Meeting

E2. Warrants presented:

E2.1. May warrants

E2.2. April warrants – corrected

E3. Budget Transfers

F. MOTION TO ADJOURN MEETING:

G. MEETING ADJOURN

Posted May 16, 2019 at 5:00 p.m.



Gloria Fong,
Clerk to the Board of Directors

CDF/SLCF INCIDENT TRACKING FORM

Month April 2019

Station 62

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

CAIRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Location		Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
							Street #	Street Name												
	4/1						5603	Harbin Springs			1									Cx.
	4/1	1714	1714	1714	1718		5631	Bush St, MT									1			LA
	4/2	2035	2035	2041	2046		5697	Mountain View Dr		1										NMM
	4/2	0017	0017	0025	0052		5701	Hwy 175 & Monte Vista MT			2									NMM Vehicle vs Deer
	4/3	1840	1840	1849	1956		5745	Valley Oak Dr MT			3									NMM
	4/5	0054	0054	0104	0246		5803	Meadow Vista CT, MT		2										PTx1C2AHC
	4/5	1340	1340		1355		5834	Napa/Lake Co Line Hwy29			4									CR
	4/5	1855	1858		1914		5854	Napa/Lake Co Line Hwy29			5									CR
	4/6	2354	2358		0022		5923	Jeannie LN, KV				1								CR
	4/8	0824	0827	0843	0937		5989	Gray Rd, KV			6									1 PT C2 AHC
	4/8	1243	1245	1246	1310		6008	Washington St, MT			7									AMA
	4/9	0637	0637	0654	0735		6114	St. Helena Ck, MT			8									PTx1C3 60LZ flyout REACH
	4/10	0628	0628	0639	0808		6177	Venturi, Cobb			9									PTx1C2AHC
	4/12	1307	1308	1311	1325		6276	Fox DR,		3										NMM
	4/12	1547	1550	1552	1605		6285	Bottle Rock Rd.		4										NMM
	4/13	1032	1035	1040	1125		6329	Anderson Springs Rd.				2								
	4/14	1013	1015	1020	1037		6380	Mountain Meadow N		5										NMM
	4/14	1158	1200		1213		6389	Butts Canyon Rd.			10									CR
	4/14	2204	2207		2214		6416	Monte Vista Ct.				3								CR
	4/15	0720	0722	0731	0848		6429	BLK HWY 175		6										PTX1C2Sutter
	4/17	1404	1404	1408	1418		6576	Bush St, MT									2			LA
	4/18	1217	1217		1219		6636	RLS		7										CR
	4/18	1517	1517		1527		6649	Spruce Grove, HV			11									CR
	4/20	2058	2059	2101	2120		6775	Ponderosa		8										NMM
	4/20	2309	2312	2315	2340		6779	Harrington Flat		9										NMM
	4/22	0309	0314	0316	0332		6871	Hwy 175		10										NMM
	4/23	1611	1612		1615		6908	Bush ST.									3			Cx.
	4/23	1909	1910	1935			6919	Ettawa Springs Rd.		11										Cx.
	4/23		1952	2004	2115		6922	Ettawa Springs Rd.		12										1 PT. C2 TO AHC
	4/24	1045	1046	1058	0000		6950	Spyglass Rd		13										1 PT. C2 to AHC
	4/24	1747	1747		1750		6980	Live Oak Dr		14										Cx.
	4/24	1753	1753		1759		6981	Mombacho Rd		15										Cx.
	4/26	1450	1451		1455		7125	Calistoga Rd.			12									non-injury

CDF/SLCF INCIDENT TRACKING FORM

Month April 2019

Station 62

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

CAIRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Location		Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq Used	Comments:	
							Street #	Street Name													
	4/26	1744	1745	1755	1816	7135		Bottlerock Rd.							1						Permitted burn pile
	4/27	1241	1245	1302	1320	7188		Ponderosa	16												NMM
	4/27	1750	1751	1753	1758	7204		Bush St								4					Public assist
	4/27	1847	1848	1858	1858	7214		Live Oak Dr		13											CR
	4/27	2235	2238	2302	0004	7220		Ettawa Springs Rd.	17												Public assist
	4/28	1643	1645	1650	1715	7268		Loch Lomond Rd						2							Extinguished pile
	4/29	1351	1353	1358	1420	7327		Ponderosa	18												NMM
	4/29	1615	1618	1635	1748	7335		Harrington flat Rd					1								1/4 escape burn pile
	4/29	2150	2153	2157	2205	7347		Mountain view dr		14											False alarm
	4/30	1336	1338	1341	1400	7381		Hwy 175		15											non-injury
	4/30	1408	1411	CX	1420	7386		Konocti rd	19												CR
	4/30	2226	2228	2235	2336	7416		Loch Lomond Rd	20												1 PT. C2 to AHC
TOTALS:									20	15	3	1	0	2	0	4	0	0	0		
PREVIOUS:									47	15	11	0	3	3	0	11	18	0	0		
YEAR TO DATE:									67	30	14	1	3	5	0	15	18	0	0		

45 45

CDF/SLCF INCIDENT TRACKING FORM

Month April 2019

Station 63

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

CAIRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Location		Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extraction Eq Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
							Street #	Street Name												
	4/1	0926	0926	0931	0956	5607		Spyglass rd		1										NMM
	4/1	1212	1212	1220	1237	5615		coyle springs rd		2										nmm
	4/1	1711	1711		1713	5631		bush st								1				cx
	4/1	0204	0204	0212	0235	5650		coyle springs rd		3										nmm
	4/1	0711	0711	0716	0727	5656		coyle springs rd		4										nmm
	4/2	0818	0818		0832	5658		lake county hwy			1									CR
	4/3	0018	0022	cx	0022	5701		HWY 175			2									CR
	4/3	0327	0039	cx	0330	5705		Bush								2				CR
	4/3	0417	0419	cx	0420	5707		RLS			3									CR
	4/3	0810	0812	0818	0910	5713		coyle springs rd		5										1 Pt C2 AHC
	4/3	1411	1414	CR	1425	5734		S. Hwy 29 x RLS			4									CR
	4/3	1630	1632	1640	1725	5741		Old Creek Rd			6									1144
	4/3	1800	1800	1800	1900	5743		Hartmann								3				LCSO notification.
	4/4	0036	0039	0045	0145	5750		Deer Hollow Rd.		7										1 Pt C2 AHC
	4/4	0950	0952	1000	1020	5763		Ravenhill		8										NMM
	4/4	1139	1141	1149	1155	5772		Valley Oak Dr		9										private transport
	4/4	1156	1156	1204	1330	5773		Hidden Valley Rd		10										1 Pt C2 AHC
	4/4	1717	1719	1725	1730	5787		RLS			5									UTL
	4/5	0932	0934	0944	1000	5821		Dry Creek Cut Off		11										NMM
	4/5	1345	1346	1348	1400	5835		Hartmann Rd		12										NMM
	4/5	1528	1529		1533	5842		Knowles Lane								4				Cx
	4/5	1856	1858		1925	5854		Hwy 29 X Rattlesnake Spr			6									Cx
	4/5	1948	1949		1955	5856		Calistoga St		13										Cx
	4/5	2344	2348	2357	0046	5866		Calistoga St		14										1 Pt to AHC ALS
	4/6	0816	0818	0829	0942	5878		Dry Creek Cut Off		15										1 Pt to AHC ALS
	4/6	1005	1006	1009	1030	5884		Meadow View Dr		16										NMM
	4/7	1052	1054	1117	1202	5935		Jerusalem Grd Rd		17										1 Pt to AHC ALS
	4/7	0259	0259	0303	0318	5979		oak grove rd		18										nmm
	4/8	1120	1120	1125	1220	6002		stonegate rd		19										1 Pt to AHC ALS
	4/8	1245	1245	1250	1304	6008		washington street		20										assist m 6211
	4/8	1931	1931	1935	2036	6033		mountain meadow n		21										1 Pt to AHC ALS
	4/9	0925	0926		0930	6053		Dexter Ln		22										Cx

CDF/SLCF INCIDENT TRACKING FORM

Month April 2019

Station 63

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

CAI/RIS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Location		Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq Used	Comments:	
							Street #	Street Name													
	4/9	1724	1725	1727	1740	6086		Oak Flat												5	Haz Condition CO malfunction
	4/10	0611	0615	0618	0711	6112		stonegate rd		23											1 Pt to AHC ALS
	4/9	1811	1813	1816	1921	6094		Oak Flat		24											1 Pt to AHC BLS
	4/10	1200	1203		1210	6129		Knowles Lane		25											CR
	4/10	1917	1919	1925	1945	6157		S HWY 29		26											NMM
	4/10	2036	2038	2100	2215	6163		Jerusalem Grd Rd		27											1 Pt to AHC ALS
	4/11	1137	1138	CX	1139	6195		36th Ave		28											CR
	4/11	1858	1902	1908	2020	6223		Knowels Lane #4		29											1 pt C2 AHC
	4/11	2243	2245	2252	2350	6234		S. Hwy 29		30											1 Pt C2 AHC
	4/12	2358	2358	2358	0026	6237		S. Hwy 29		31											NMM
	4/12	0605	0607	0610	0620	6249		Spyglass Rd												6	lift assist
	4/12	0642	0645	0648	0650	6250		Spyglass Rd												7	False Alarm
	4/12	0912	0912	0916	0919	6259		Spyglass Rd											1		Malfunctioning Smoke Detector
	4/12	1543	1545		1603	6285		Bottlerock Rd		32											Cx
	4/12	2137	2140	2152	2220	6307		West Rd		33											Transported via PVT Vehicle
	4/13	1034	1037	1046	1148	6329		Anderson Springs Rd						1							5th wheel Camper \$34,000 Damage
	4/13	1829	1832	1858	2035	6356		Jerusalem Grd Rd						2							Fully involved RV - Arragon w/ Report
	4/14	1658	1658	1659	1834	6406		Hartmann Rd		34											1 Pt to AHC ALS
	4/14	2210	2212		2228	6416		Monte Vista				1									
	4/15	1358	1400	1412	1416	6455		Bush St												8	
	4/15	1458	1458		1500	6460		Bush St												9	Cx
	4/15	1644	1645		1701	6465		Hwy 29 X Rattlesnake Spr		35											Cx
	4/15	1734	1735	1758	1917	6469		Dry Creek Rd		36											1 Pt C3 to AHC ALS
	4/15	2020	2021	2025	2034	6477		Northshore Dr		37											NMM
	4/16	0230	0232		0239	6486		HWY 29		38											NMM
	4/16	0239	0239	0255	0340	6487		Hwy 29		39											1 P to AHC C2
	4/16	0341	0341	0351	0405	6493		Hwy 29		40											Transfer back to Residence
	4/16	1623	1626	1628	1730	6520		Coyote Valley Rd #8		41											1 Pt C2 to AHC ALS
	4/16	2342	2345	2350	2358	6537		Spyglass Rd		42											PVT transport
	4/17	1044	1045	1050	1105	6558		Mountain Meadow N.		43											PT PVT transport.
	4/17	2013	2013	2016	2130	6594		Fairway Pt.		44											1 Pt C3 to AHC
	4/18	1220	1222		1240	6636		RLS		45											UTL
	4/18	1518	1520	1525	1600	6649		Spruce Grove			7										NMM

CDF/SLCF INCIDENT TRACKING FORM

Month April 2019

Station 63

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

CAIRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Location		Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
							Street #	Street Name												
	4/18	2212	2214	2225	2355	6672		Lotawana Dr.				2								Assist LCFD
	4/19	0756	0758	0802	0844	6688		Powderhorn	46											1 Pt to AHC C2 BLS
	4/19	1317	1317	1319	1420	6702		Putah Lane	47											1 Pt to AHC C2 BLS
	4/20	0523	0525	0529	0633	6734		Conestoga	48											1 Pt to AHC C3 ALS
	4/20	1250	1252	1314	1427	6751		Twin Pine Casino	49											1 Pt to AHC C2 BLS
	4/20	1439	1440		1445	6756		Calistoga ST.	50											Cx.
	4/20	2023	2024		2027	6774		Lake shore Dr.	51											Cx.
	4/20	0137	0139		0210	6783		RLS		8										Cx.
	4/21	1323	1324	1338	1349	6797		Noble Ranch Rd.	52											NMM
	4/21	1757	1757		1759	6809		Bush St.								10				Cx.
	4/21	2032	2034	2037	2045	6816		North Shore Dr.			3									UTL
	4/22	0101	0103		0132	6827		7th St./ 14000 East Lake Dr.			4									Cx.
	4/22	1334	1336	1340	1345	6844		Vintage Ct.			5									False Alarm
	4/22	1703	1706		1717	6854		S HWY 29/ Western Mine Rd.						1						Cx.
	4/22	1743	1744	1755	1910	6858		Spyglass Rd.	53											1 Pt. C2 to AHC
	4/23	1318	1319	1326	1341	6893		Big Canyon Rd	54											NMM
	4/23	1515	1515	1515	1615	6903		Coyote Valley	55											1 Pt to AHC ALS
	4/23	1929	1930	1937	2000	6920		Knowles Ln	56											NMM
	4/25	2049	2050	2051	2139	7071		Hartmann Rd	57											1 Pt to AHC BLS
	4/26	1844	1846	1850	2001	7143		Deer Hollow Rd	58											1 Pt to AHC ALS
	4/26	2221	2222	2224	2244	7154		Powderhorn Rd	59											NMM
	4/26	1449	1449	1457	1521	7125		Calistoga ST.		9										Non Injury
	4/27	1431	1433		1505	7195		S. Hwy 29		10										Cx.
	4/28	0830	0831	0838	1003	7235		Central Park Way	60											1 Pt to AHC BLS
	4/28	1020	1021		1030	7245		Spruce Grove Rd.	61											Cx.
	4/28	1036	1037		1040	7246		May Hollow Rd.								11				Cx.
	4/28	1311	1312		1315	7259		Bush St.								12				Cx.
	4/28	1439	1440	1445	1510	7261		Spruce Grove Rd.		11										UTL
	4/29	0719	0720	0732	0845	7302		Santa Barbra Ave.	62											1 Pt. C3 AHC
	4/29	1622	1624		1705	7335		Harrington Flat Rd.				1								Cx.
	4/29	2146	2148	2154	2306	7346		Stonegate Rd.	63											1144
	4/30	0125	0127		0135	7355		Knowles Ln	64											Cx.

CDF/SLCF INCIDENT TRACKING FORM

Month April 2019

Station 63

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

CAIRS complete ✓	Date	Time of Dispatch	Time Committed	Time At Scene	Time Available	Inc. #	Street #	Location Street Name	Medical Aid	MVA	Structure Fire	Vegetation Fire	Vehicle Fire	Smoke Check	Haz-Mat	Public Assist	Other (Describe)	# of Fatalities	Extrication Eq Used	Comments: List Number of Patients as Pt x 4 If an IFT, List Destination Here Any Specific Comments, List Here
	4/30	0813	0813	0818	0836	7363		mountain meadow s	65											
TOTALS:									65	11	5	1	2	1	0	12	1	0	0	
PREVIOUS:									149	42	19	2	2	1	0	57	16	0	0	
YEAR TO DATE:									214	53	24	3	4	2	0	69	17	0	0	

98 98

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

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

TO: Board of Directors

FROM: Anthony Dozier

DATE: April 6, 2018

SUBJECT: Unusual purchase's for Hidden Valley and Cobb Fire Stations.

EXECUTIVE SUMMARY

Over the past several months it has come to the attention of myself and my coworkers that the condition of our reclining couches, which are located in the dayroom at each station, have fallen below the acceptable standard. All of the couches no longer sit flat on the ground due to broken mechanisms. All of the couches have mechanisms that protrude into the lower back of the individual seated in them. Myself and other Station Personnel have experienced lower back pain and numbness/tingling in our lower extremities after being seated on the couches.

BACKGROUND

Hidden Valley and Cobb Stations are staffed year round with a minimum of 2 personnel. Both Stations are all risk and house multiple pieces of equipment, including an Advanced Life Support Ambulance, and Fire Suppression Apparatus.

Fire Station Furniture undergoes exponential wear and tear when compared to the furniture in an average household. This is due to the frequency of use, work uniform, etc. Hidden Valley station has no other seating available due to the confined barracks. The couch is the main area for seating, both for R&R and dining.

The last furniture purchase for both stations was in 2015. On the staff summary, we projected 3-5 years before replacement would be necessary. Our current time frame puts us at close to 4 years of use.

ANALYSIS

Environmental Impacts - None

Fiscal Impacts – \$4,797.00 w/ free shipping.

Scheduling/Timing – Within previous projected time frame for replacement.

Pro and Cons – Pro = Health and safety. Con = None identified.

Evaluation of Bids, proposals, and data – Followed District purchasing policy.

Legal considerations – None identified.

ALTERNATIVES

1. Submit IIPP8 (Employee Safety Suggestion and Unsafe Practice Report)
- 2.
- 3.

RECOMMENDATION

1. Purchase new furniture rated for rated for Fire Station wear and tear. Furniture should be able to be cleaned and decontaminated to the NFPA standard. Furniture should be weight rated for larger individuals. Furniture should be rated to withstand Firefighter use in work uniform. Furniture should have a warranty on both the mechanisms and cushions.

2. I recommend the purchase of (3) Ultimate Firefighter double reclining loveseats made by Fire Station Furniture Company. This product meets all above requirements and is specifically designed for the Fire Station Application.

Sincerely,

Anthony Dozier FAE/P

South Lake County Fire/CAL FIRE







Search

HOME RECLINERS SOFAS LOVESEATS BEDS WARDROBES CHESTS TABLES CHAIRS DESK

LoveSeats > Premium Leather LoveSeats > Unit 155 Double Reclining Loveseat Leather

Unit 155 Double Reclining Loveseat Leather



View larger

Unit 155 Double Reclining Loveseat Leather

Reference:155-22-21
Condition:New product

\$1,390.00

FREE SHIPPING!*

81"W x 41"D x 43"H Seat - 56"W x 22"D x 22"H

Product details

Product information sheet

*Free shipping to business addresses within the continental United States only. Please check our shipping page [here](#).

Quantity

ADD TO CART

NEW PRODUCTS



Double Ward
\$389.00



Double Ward
\$449.00



Two Drawer D
\$499.00



Three Drawer
\$699.00

CALL US TOLL FREE 855-WKNFIRE (956-3473) - PURCHASE ORDERS ACCEPTED



RECLINERS FURNITURE MATTRESSES FITNESS EQUIPMENT

YOUR QUOTE

THE ULTIMATE FIREFIGHTER RECLINER™ > The Ultimate FirefighterRecliner™ Double Reclining Sofa - FREE SHIPPING



THE ULTIMATE FIREFIGHTERRECLINER™ DOUBLE RECLINING SOFA - FREE SHIPPING

\$1,599.00

FABRIC

Opt 1 - Synthetic Leather

COLOR

Black

ADD TO CART

ADD TO QUOTE



La-Z-Boy Furniture Galleries
Santa Rosa, CA

English Sign In Cart (0)



Free Swatches Design Services Inspiration Search

Recliners Chairs Sofas Loveseats Sectionals Home Accents Bedroom Kitchen & Dining Collections **SALE**

Home > Loveseats > James Reclining Loveseat w/ Console

James Reclining Loveseat w/ Console

Starting at
\$1,819.00

★★★★☆ 12 Reviews



Step 1: Select Your Cover

Eclipse D101286 **\$1,819.00**

The appearance of actual covers may differ from what you see on La-Z-Boy.com. For Renew covers, the leather fiber content varies by pattern. See stores for details.

All Materials All Colors All Patterns

\$1,599.00 < [Color Swatches] > +268

\$1,819.00 < [Color Swatches] > +235

Custom < [Color Swatches] > +246

TOP VIEW



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

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

STAFF REPORT

To: South Lake County Fire Protection District Board of Directors

From: Peter Avansino FAE-P

Re: Station 62

SUMMARY

FAE-P Avansino was asked to gather bids for the trimming of trees and removal of a dying ponderosa pine at Station 62 in accordance with SLCF Policy.

EXECUTIVE SUMMARY

The intent of providing this information is so the BOD can decide if they would like to consider these proposals for the needed repairs and use Mitigation Fee's or other funds to proceed.

BACKGROUND

The current staff at Stn 62 have utilized all available equipment to trim the trees around the station in accordance with the CALFIRE LE-100 inspection process as mandated by the CA PRC 4290. Staff has reached a point where we would need specialized equipment and training for the continued removal of the trees. A certified tree climber is required to safely remove branches due to their height. A large ponderosa pine has a beetle infestation, it is dying, and is leaning towards the barracks portion of the station and is now causing a safety issue. Branches from the trees are dropping regularly, and have landed multiple times of staff members vehicles. A total of 17 trees will be trimmed, and 1 large (40") Pine tree will be removed, all requiring specialized training and equipment.

ANALYSIS

This section would analyze the situation or issue from the current perspective and may include some or all of the following items:

ENVIRONMENTAL IMPACTS – A large amount of wood waste is associated with this project. All wood that is able to be burned in the fireplace will be left for station personnel to buck and split for use in the fireplace. All other unusable material will be chipped and removed by the Tree Service Company.

FISCAL IMPACTS – After inquiring with multiple companies for bids, only one company provided a bid.

Three local Contractors were contacted about the work requested:

T&T Tree Service- \$2500 (local company responded and provided a quote the same day)

Nichols Tree Service – No Response

M.D. Tree Care – No response

PRO's and CON's

Pros – Hazard tree removed, in compliance with PRC 4290, No branches hitting vehicles, set an example for the rest of the community on vegetation clearance, and the property looks good. Licensed and Bonded contractor.

Cons- Cost with the District prioritizing existing funds, noise level while work take place.

ALTERNATIVES

Direct Staff to re-request proposals with new parameters.

Do nothing, and continue to make trim tree with current tools.

RECOMMENDATION

Accept proposal from T & T Tree service



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: May 17, 2019
TO: Board of Directors
FROM: Gloria Fong
Staff Services Analyst
SUBJECT: Finance Communications

A budget summary prepared includes estimated actual column (highlighted in yellow at top). It shows we are on target for the \$700,000 carry over for next fiscal year. However, the Board is reminded of expenditures reported last month that have not been encumbered, and carried over thereby reducing carry over.

Some expenditures not yet encumbered and possibly to be carried over to next fiscal year:

- \$39,996 for structural firefighting equipment (\$19,998 to be reimbursed through Volunteer Fire Assistance (VFA) Grant funds)
- \$104,000 purchase and installation of generators (\$78,000 to be reimbursed through FEMA grant funds). No status on additional funding request.
- Approximately \$13,000 to complete electrical safety prop and assisting property owners in reducing vegetation, removal of trees (\$15,000 have been received from PG&E California Fire Foundation funds)

Attached Wittman ambulance report contains year to date for comparison to last year. Highlighted columns are write downs to be determined by Wittman.

Compensated April hours is attached and we are on target with the 8000 compensated hours estimated provided last month.

Attachments

**SOUTH LAKE COUNTY FIRE PRO
BUDGET SUMMARY**

DESCRIPTION	2018-2019 May	2018-2019 EST. ACTUAL	2018-2019 Adj Budget	2017-2018 Actual	2017-2018 Operating	2017-2018 Contributions
<u>EXPENSES:</u>						
TOTAL SALARIES & WAGES	\$ 4,325.14	\$ 149,378.88	\$ 151,500.00	\$ 242,969.58	\$ 87,952.00	\$ 155,417.58
TOTAL BENEFITS	\$ 2,092.82	\$ 37,764.04	\$ 44,000.00	\$ 50,369.18	\$ 33,672.47	\$ 16,696.71
TOTAL SERVICES AND SUPPLIES	\$ 32,554.67	\$ 472,982.80	\$ 601,003.00	\$ 533,054.19	\$ 345,553.47	\$ 187,500.72
Professional services (23.80) - CAL FIRE S	\$ 1,522,233.28	\$ 2,820,982.78	\$ 3,102,640.00	\$ 2,735,382.57	\$ 2,735,382.57	\$ -
Professional services (23.80) - CAL FIRE A	\$ 2,427.03	\$ 4,854.06	\$ 46,307.00	\$ 30,345.40	\$ 30,345.40	\$ -
Professional services (23.80) - CAL FIRE F	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CAL FIRE	\$ 1,524,660.31	\$ 2,825,836.84	\$ 3,148,947.00	\$ 2,765,727.97	\$ 2,765,727.97	\$ -
PRINCIPAL, INT, NOTES & LOANS	\$ 113.71	\$ 113.71	\$ 100.00	\$ 91.55	\$ 91.55	\$ -
CAPITAL OUTLAY	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 516,724.27	\$ 14,517.65	\$ 502,206.62
TOTAL EXPENDITURES	\$ 1,558,475.58	\$ 3,497,747.28	\$ 4,071,633.00	\$ 4,108,936.74	\$ 3,247,515.11	\$ 861,821.63
<u>OPERATING BUDGET TOTAL ROUNDED UP</u>						
<u>PROGRAM REVENUES:</u>						
1 TOTAL INTERGOVERNMENTAL	\$ 4,641.99	\$ 382,675.85	\$ 168,080.00	\$ 655,701.96	\$ 87,171.86	\$ 568,530.10
2 TOTAL CHARGES FOR SERVICES	\$ 45,551.54	\$ 395,809.11	\$ 425,000.00	\$ 554,085.83	\$ 473,698.83	\$ 80,387.00
3 TOTAL OTHER REVENUE	\$ 725.00	\$ 53,442.97	\$ 143,000.00	\$ 114,965.78	\$ 26,470.31	\$ 88,495.47
4 TRANSFERS IN	\$ -	\$ -	\$ -	\$ 186,830.00	\$ -	\$ 186,830.00
NET EXPENSE	(1,507,557.05)	(2,665,819.35)	(3,335,553.00)	(2,597,353.17)	(2,660,174.11)	62,420.94
<u>GENERAL REVENUES:</u>						
TOTAL PROP TAX SEC & UNSEC	\$ -	\$ 1,231,426.15	\$ 1,176,977.00	\$ 1,221,459.74	\$ 1,221,459.74	\$ -
6 TOTAL PROPERTY ASMT	\$ -	\$ 278,156.59	\$ 390,700.00	\$ 401,590.12	\$ 401,590.12	\$ -
TOTAL USE OF MONEY AND PROPERTY	\$ -	\$ 55,527.09	\$ 17,000.00	\$ 63,256.33	\$ 63,256.33	\$ -
TOTAL GENERAL REVENUE	-	1,565,109.83	1,584,677.00	1,686,306.19	1,686,306.19	-
NET SHORTFALL	(1,507,557.05)	(1,100,709.52)	(1,750,876.00)	(911,046.98)	(973,867.92)	62,420.94
NET POSITION - BEGINNING	\$ -	\$ 2,441,190.23	\$ 2,421,876.04	\$ 1,847,851.04	\$ 1,715,551.04	\$ 132,300.00
NET POSITION - END OF YEAR	(1,507,557.05)	672,058.71	0.04	936,804.06	741,683.12	194,720.94
<u>RESERVE DESIGNATIONS</u>						
TOTAL RESERVE DESIGNATIONS	\$ -	\$ 2,723,944.00	\$ 2,723,944.00	\$ 3,559,908.00	\$ 3,692,208.00	\$ (132,300.00)
NET POSITION - END OF YEAR (with reserves)	(1,507,557.05)	3,396,002.71	2,723,944.04	4,496,712.06	4,433,891.12	62,420.94

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

- 1 Gov't funds, i.e.FEMA,OES
- 2 Transport,Permit & InspFee Chgs
- 3 Non-gov't funds, i.e.insurance proceeds,grants
- 4 Separate Capital Facilities Fund

**SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
Ambulance Revenue Summary**

YTD TOTALS	BILLED REVENUE	MCARE WRITE		OTHER	NET REVENUE		PAYMENTS	REFUNDS	COLL ADJ	NET RECEIPTS	BAD DEBT WRITE		NEW A/R	# OF TRANSP
		DOWN	DOWN	CONTRACTUAL	AFTER W/D	OFFS					ADJUSTMENTS	BALANCE	BILLED	
JULY '18	\$ 116,117.00	\$ 45,113.04	\$ 24,293.36	\$ 2,226.18	\$ 44,484.42	\$ 32,545.53	\$ 3,567.00	\$ 28,978.53	\$ 13,081.48	\$ 15.00	\$ 268,851.88			
AUGUST '18	\$ 93,689.00	\$ 40,954.29	\$ 13,711.45	\$ 224.31	\$ 38,798.95	\$ 31,917.97	\$ -	\$ 31,917.97			\$ 275,732.86			
SEPTEMBER '18	\$ 109,490.50	\$ 50,707.64	\$ 15,807.25	\$ 2,488.88	\$ 40,486.73	\$ 25,764.80	\$ 1,186.34	\$ 24,578.46			\$ 291,641.13			
OCTOBER '18	\$ 126,024.50	\$ 52,306.41	\$ 23,336.57	\$ 2,490.52	\$ 47,891.00	\$ 26,926.34		\$ 26,926.34	\$ 32,517.56	\$ 100.00	\$ 280,188.23			
NOVEMBER '18	\$ 112,232.00	\$ 47,670.62	\$ 7,266.69		\$ 57,294.69	\$ 29,633.13	\$ 424.77	\$ 29,208.36		\$ (1,652.00)	\$ 306,622.56			
DECEMBER '18	\$ 95,431.50	\$ 42,047.09	\$ 16,319.87	\$ 4,505.46	\$ 32,559.08	\$ 35,988.76		\$ 35,988.76	\$ 27,026.01		\$ 276,166.87			
JANUARY '19	\$ 116,673.50	\$ 52,110.28	\$ 31,334.29	\$ 250.00	\$ 32,978.93	\$ 27,712.27		\$ 27,712.27	\$ 18,667.06	\$ (582.60)	\$ 262,183.87			
FEBRUARY '19	\$ 131,124.00	\$ 66,849.55	\$ 10,489.65		\$ 53,784.80	\$ 27,539.70	\$ 2,908.00	\$ 24,631.70	\$ 1,637.87	\$ (0.20)	\$ 289,698.90			
MARCH '19	\$ 77,241.00	\$ 48,968.53	\$ 16,699.16	\$ 5,804.00	\$ 5,769.31	\$ 38,574.89	\$ 493.74	\$ 38,081.15	\$ 10,614.00		\$ 246,773.06			
APRIL '19	\$ 107,114.00				\$ 107,114.00	\$ 34,037.11		\$ 34,037.11			\$ 319,849.95			
MAY '19 YTD	\$ 73,092.50				\$ 73,092.50	\$ 17,324.22		\$ 17,324.22			\$ 375,618.23			
JUNE '19					\$ -			\$ -			\$ 375,618.23			
17-18	\$ 1,326,508.00	\$ 558,709.67	\$ 296,209.12	\$ 11,882.14	\$ 459,707.07	\$ 356,023.72	\$ 9,816.99	\$ 12,107.96	\$ 334,098.77	\$ 111,622.25	\$ (3,391.66)	\$ 266,412.47	449	
% OF REVENUE		48.24%	25.57%	1.03%	39.69%	30.74%	0.85%	1.05%	28.85%	9.64%	-0.29%			
% OF NET REV									72.68%					
18-19	\$ 1,158,229.50	\$ 446,727.45	\$ 159,258.29	\$ 17,989.35	\$ 534,254.41	\$ 327,964.72	\$ 918.51	\$ 7,661.34	\$ 319,384.87	\$ 103,543.98	\$ (2,119.80)		399	
% OF REVENUE		38.57%	13.75%	1.55%	46.13%	28.32%	0.08%	0.66%	27.58%	8.94%	-0.18%			
% OF NET REV									59.78%					

Jobs Charge

Paid Hours	Curr PP	YTD
Assn Meeting Totals:	0.00	2.50
Community Event Totals:	0.00	35.00
IFT EMT Totals:	0.00	5.00
In District Incident Totals:	23.50	536.50
Mutual Aid Capt/CO Totals:	0.00	106.00
Mutual Aid FAE/OP Totals:	27.00	374.50
Mutual Aid FF Totals:	0.00	807.50
Mutual Aid OT Capt/CO Totals:	0.00	165.00
Mutual Aid OT FAE/OP Totals:	0.00	415.00
Mutual Aid OT FF Totals:	0.00	1137.00
Special Assignment Totals:	0.00	182.50
Station Cvg behind Incident Totals:	0.00	616.50
Station Duties Totals:	7.00	122.00
Training Totals:	233.00*	1596.25
Administrative Support:	0.00	1701.50
Vehicle Maintenance Totals:	1.00	86.00
GRAND TOTAL:	291.50	7888.75

**213 hrs of Curr PP is recruit trng*



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

May 21, 2019

The Honorable Mike McGuire
California State Senate
State Capitol, Room 5061
Sacramento, CA 95814

RE: SB 438 (Hertzberg) – SUPPORT

Dear Senator McGuire:

I am writing to urge you to support SB 438, which addresses a critical public safety issue involving the 9-1-1 dispatch process for emergency medical and pre-hospital transportation services.

Since 1973, every local public agency has been required by the Warren-911-Emergency Assistance Act to establish and operate an emergency telephone system using the digits 9-1-1 for emergency medical services (EMS), police and firefighting. Moreover, counties have a duty under state laws to establish “medical control” policies related to the quality of pre-hospital medical care provided by both local fire agencies and private ambulance companies.

By giving an expansive interpretation of their powers, some county EMS administrators believe they can override a city or fire district’s right to respond to medical emergencies within its own borders or allow a private ambulance company to control the EMS dispatch center and refuse to dispatch fire-based units in favor of their own private ambulances.

SB 438 would make it clear that county EMS administrators do not have the power to dictate when city or fire district units can be dispatched to respond to a 9-1-1 call in their own jurisdictions or empower a private ambulance company to bypass potentially closer fire-based units or downgrade the severity of medical emergencies so that it can dispatch its own ambulances.

In San Joaquin County, for example, the county allowed the City of Tracy to deploy its EMS units to respond to serious medical emergency calls but not “low acuity” calls, even where the city fire department could arrive at the scene faster than the private ambulance company’s unit. One fatality occurred several years ago in Tracy where it took the private ambulance 19 minutes to arrive at the scene. This death hasn’t been the only unfortunate incident where a minor medical emergency escalated into a more serious medical incident as a result of bypassing closer fire-based units and relying on a slower response time from the private provider.

It is bad public policy to condone delayed responses to 9-1-1 calls. Sooner or later delays caused by the county EMS administrator’s overly broad interpretation of the scope of “medical control” constitute a danger to a patient’s health and safety.

SENATOR MIKE MCGUIRE
SB 438 SUPPORT LETTER
PAGE 2

For these reasons, we respectfully request you vote “aye” on SB 438.

Respectfully submitted,

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

Devin Hoberg
President, Board of Directors

cc: Honorable Members, Senate Health Committee
Assemblywoman Cecilia M. Aguiar-Curry
Catherine Smith, Fire Districts Association of California

SB 438 (Hertzberg) Goes to Senate Floor for Vote

Carmen Berry

Mon 5/6/2019 9:42 AM

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



FDAC LEGISLATIVE ALERT Thanks for Your Letters in Support

SB 438 (Hertzberg) Goes to Senate Floor for Vote

FDAC co-sponsored SB 438 (Hertzberg), which passed out of the Senate Health Committee on a 9-0 vote with overwhelming support for California's fire service and is on its way to the Senate Floor. FDAC President Steve Kovacs was in attendance along with dozens of supporting organizations including CalChiefs (co-sponsor), California Professional Firefighters (co-sponsor), and Metro Chiefs. The outpouring of support was tremendous. That said, there was strong opposition from counties, county medical directors, and county EMS administrators so the fire service needs to keep vigilant as the bill heads to the Governor's desk.

To recap, SB 438 will make it clear that county EMS administrators do not have the power to dictate when city, county, or district fire and EMS units can be dispatched to respond to a 9-1-1 call in their own jurisdictions or empower a private ambulance company to bypass potentially closer fire-based units or downgrade the severity of medical emergencies so that it can dispatch its own ambulances.

It goes to a floor vote in the State Senate where it must be passed out by May 31.

We need your continued support to move this bill forward. Supporters have developed a template letter to be used when corresponding with your state senator. You can find the [template letter at this link](#). The highlighted areas on the template letter will need to be removed, and the letter will

Quick Links

[D-RISC](#)

[Job Board](#)

[Membership](#)

[Legislative](#)

[Events](#)

[Resources](#)

Contact:

Phone: **916.231.2941**

Email: cberry@fdac.org

need to be revised with your agency's specific information. Sign and place the letter on your district's letterhead. Please send a copy of your letter to FDAC at cberry@fdac.org.

You can find your [State Senator here](#).

Again, thank you for your dedication and commitment to our effort to get SB 438 signed into law by Gov. Newsom. If you have any questions or concerns, please feel free to contact FDAC Executive Director Catherine Smith at casmith@fdac.org. FDAC would greatly appreciate receiving a copy of your district's letter to your senator.



Center of the picture in the suit, blue tie and glasses is Senator Bob Hertzberg, the author of SB 438 EMS Dispatch. To his right is CalChiefs President Jeff Meston, to his left is CPF President Brian Rice to the left and behind him is FDAC President Chief Steve Kovacs.

Fire Districts Association of California
700 R Street, Suite 200
Sacramento, CA 95811



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

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

STAFF REPORT

To: South Lake County Fire Protection District Board of Directors

From: Chief Greg Bertelli / Battalion Chief Mike Wink

Re: 2019 MOU proposed changes v2

Earlier this year Chief Bertelli and I met with the PCF Leadership Team and agreed to these proposed changes to the MOU between the South Lake County Volunteer Firefighters Association Inc and the District. Below is a summary of those proposed changes to meet current training expectations/requirements, NFPA PPE requirements, competitive benefits for retention, and the addition of an intended cost neutral Fire Consultant position.

Page 1

No changes.

Page 2

Elimination of the Water Tender Driver Operator Specialist. It was decided that a logistical/support only person on the Fire ground or responding to calls is too much of a liability and should be eliminated.

Elimination of the Photographer. It was decided that a support only person on the Fire ground or responding to calls is too much of a liability and should be eliminated.

Change Office Clerk title to Office Technician. This naming convention change is intended to be more consistent with industry standard and what other Districts are calling and using the position for.

Page 3

Addition of the Fire Consultant position. This is intended to be a cost neutral position that works 40 hours a week, it will be paid for by MAHA Guenoc Valley as we will bill them for actual expenses plus an administrative fee. This person will focus only on their project and not perform any functions or duties performed by the County.

Section 7.01.

Added examples eligible for reimbursement while representing the District.

Page 4

Added examples of events attended representing the District that are not reimbursable.

Various name changes from Office Clerk to Office Technician and added Fire Consultant position.

Added Holiday Pay to be comparative to other Fire Districts and similar County or LG jobs. This added 8 Holidays, at 8 hours a day for a total of 64 hours. This would cost \$1088 to \$1280 per year.

Added Vacation Pay to be comparative to other Fire Districts and similar County or LG jobs. This added 4 hours per month for the first 5 years which is 48 hours annually. Years 5 – 10 would be 96 hours annually. \$816 to \$960 per year to the first 5 years. Years 6 to 10 add \$1632 to \$1920 per year.

Added Life Insurance Benefit provided by the District. The District has been providing this for years, but it had never been included in the MOU. This is an administrative adjustment that is already budgeted for.

Page 5

Section 7.01

Added CSFA (California State Firefighters Association) Benefit provided by the District. The District has been providing this for years, but it had never been included in the MOU. This is an administrative adjustment that is already budgeted for. Benefits to include up to \$10,000 in group life upon 6 months or completion of academy / training, up \$25,000 in death and dismemberment benefits.

Added ESS (Employee Support Services) / EAP (Employee Assistance Program) to address the growing mental health concerns among first responders. It has literally saved the life of members here in the District. It is \$8.17 per subscriber, per month. The was approved by the BOD in January, and just now being added to the MOU.

~~Added section 7.01.9 to allow the PCF the ability on a limited basis to use the stakeside or dump trailer as part of their compensation. That way, it is not a gift of public funds, but part of their compensation. REMOVED~~

Added/Updated/Clarified Required Training is mandatory in the California Fire Service and how it will be compensated.

Page 6

No changes.

Page 7

Section 8.01

Added the Fire Consultant to the section requiring a uniform.

Added that boots need to be NFPA 1977 compliant (per OSHA).

Added that the Office Technician may be provided a SLCF polo shirt, button up shirt, sweatshirt, t-shirt and hat.

Page 8

Added section 8.01 that adds a hair and facial hair grooming standard for safety and NFPA / SCBA Fit Testing requirements.

Added sections 8.07 and 8.08 that almost entirely prohibit the use of any tobacco products while representing the district per the Association request and it conforms with Government Code / Health and Safety Code. When not, publicly visible use is permitted in some instances not on or in District improved property.

Page 9

Updated section 9.02 for member Leave of Absence further giving details on the process.

Page 10

No changes.

Page 11

Added section 10.03 to give standardized direction for members or applicants whom have substance abuse or other violations of law. We will use a section of Title 22 used by the EMSA to guide our member participation and or affiliation with the District.

Page 12

No changes.

Page 13

Change name and signature lines.

ACTION ITEM

Recommend that the BOD approves or makes changes and approves the 2019 MOU and authorized the BOD President to sign.

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

AND

SOUTH LAKE COUNTY VOLUNTEER FIREFIGHTERS
ASSOCIATION INC.

FOR PAID-CALL PERSONNEL

THIS SHALL BE A WORKING DRAFT

Amended April 1, 2019

TABLE OF CONTENTS

ARTICLE I	PARTIES TO THE AGREEMENT	Pg. 2
ARTICLE II	TERM OF AGREEMENT	Pg. 2
ARTICLE III	AUTHORIZED AGENTS	Pg. 2
ARTICLE IV	RECOGNITION	Pg. 2
ARTICLE V	ASSOCIATION RIGHTS & RESPONSIBILITIES	Pg. 3
ARTICLE VI	DISTRICT RIGHTS & RESPONSIBILITIES	Pg. 3
ARTICLE VII	REIMBURSEMENTS	Pg. 3
ARTICLE VIII	UNIFORMS & SAFETY EQUIPMENT	Pg. 7
ARTICLE IX	POLICIES & PROCEDURES JOB DESCRIPTIONS & DUTY STATEMENTS	Pg. 9
ARTICLE X	PAID-CALL OPERATIONS	Pg. 10
ARTICLE XI	GRIEVANCE & APPEAL PROCEDURE	Pg. 11
ARTICLE XII	SAVINGS CLAUSE	Pg. 13
ARTICLE XIII	DURATION OF MOU	Pg. 13

ARTICLE I
PARTIES TO THE AGREEMENT

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

ARTICLE II
TERM OR AGREEMENT

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

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

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

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

ARTICLE III
AUTHORIZED AGENTS

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

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

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

ARTICLE IV
RECOGNITION

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

Paid-Call Captain
Paid-Call Engineer
Paid-Call Firefighter Operator
Paid-Call Firefighter
Paid-Call Paramedic

~~Paid-Call Water Tender Driver Operator Specialist~~

~~Paid-Call Photographer~~
~~Office Clerk~~ Technician
Fire Consultant
Paid-Call IFT Specialist (Driver – EMT – Paramedic)
Member-at-Large

ARTICLE V
“ASSOCIATION” RIGHTS & RESPONSIBILITIES

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

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

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

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

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

ARTICLE VI
“DISTRICT” RIGHTS & RESPONSIBILITIES

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

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

ARTICLE VII
PAID-CALL REIMBURSEMENTS

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

reimbursement.

Paid-Call Captain	\$18.00
Paid-Call Engineer	\$16.00
Paid-Call Firefighter Driver-Operator	\$15.00
Paid-Call Water Tender Driver-Operator Specialist	\$15.00
Paid-Call Firefighter	\$11.00
Paid-Call Photographer	\$10.00
Office Clerk Technician	\$17.00-\$20.00 (4 steps)
Fire Consultant	\$35.00-\$45.00
Paid-Call IFT Driver	\$20.00
Paid-Call IFT EMT	\$25.00
Paid-Call IFT Paramedic	\$30.00
Member-at-Large (maximum of 4)	Unpaid

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

Paid-Call Firefighter
Paid-Call Firefighter Operator
Paid-Call Engineer
Paid-Call Captain

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

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

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

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

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

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

Vacation: Vacation will be accrued at a rate of 4 hours per month for the first 5 years, 6 hours per month for years 6-10 and 8 hours a month after the 10th year. Accrued vacation may be carried over for no more than 2 years.

Medical Insurance: The Department "DISTRICT" will contribute \$300 per month toward medical insurance the first year, \$400 per month the second year, and \$500 per month starting the fourth year.

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

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

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

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

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

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

~~Section 7.01.9 The members of the "ASSOCIATION" may request to use "DISTRICT'S" single-axle dump trailer, or the Stakeside truck for personal use. This is intended to be a form of compensation for "ASSOCIATION" members. The request should be in writing to the Chief, in advance of the request. The use shall not exceed two times per year, per member. The use shall not exceed one day of use. The approval shall not interfere with the operational readiness or capabilities of the "DISTRICT".~~

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

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

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

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

Section 7.03 The "DISTRICT" will reimburse the "ASSOCIATION" members portal to portal for emergency activity responses funded by the State and or Federal Government at the bottom step rate of the Cal Fire Cooperative Fire Programs Fire Protection Reimbursement Agreement. The "DISTRICT" will reimburse the "ASSOCIATION" members according to the "Position Filled" otherwise known as "Acting Position" regardless of the PCF rank held by the "ASSOCIATION" member. The "Position Filled" shall be designated as firefighter, fire apparatus

operator/fire apparatus engineer, and company officer/captain. The California Incident Command Certification System overhead positions, as qualified, will be reimbursed at the company officer/captain rate. Responses with any District vehicles, including the Stakeside, will be by appropriate fire personnel and fall under the portal to portal clause.

Section 7.03.01 The "DISTRICT" may **annually** be requested by the "ASSOCIATION" to negotiate or annually adjust the PCF pay rates to be in alignment with the rates as reflected on the annual OES Salary Survey, and or request a "COLA" (Cost of Living Adjustment). This shall not be automatic.

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

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

Section 7.06 The "DISTRICT" will pay IFT Specialists (Drivers, EMTs, and Paramedics) at the hourly rate of a Firefighter to attend trainings and other "DISTRICT" authorized activities. At no time shall IFT Specialists respond to emergency (911 Call). IFT Staff shall not be issued PPE (this includes nomex), receive a pager, or be added to any automatic notification systems.

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

12 hour shift Standby Time:

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

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

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

24 hour shift Standby Time:

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

Section 7.07.1 For IFTs completed between the hours of 2000hrs and 0800hrs each

PCF and or IFT Specialist may be reimbursed for a 4th meal of actual costs not to exceed \$12.00 with receipt.

ARTICLE VIII UNIFORMS & SAFETY EQUIPMENT

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

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

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

- Class 'B' Uniform Shirt (1)
- \$50 per year for uniform pants (non-Nomex)
- Duty Belt (1)
- DOT approved All Weather Jacket **with fleece liner** (1)
- T-Shirt (1 annually, or as needed)
- Hat (1 annually, or as needed)
- Sweatshirt (1 annually, or as needed)
- Badge, Name Tag and Collar Brass as appropriate per classification**

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

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

Section 8.01.4 IFT Specialists will only be authorized to wear the Class B shirt at Department Functions, on IFT transports, and as authorized by the "ASSOCIATION" or a Chief Officer for specific events. ~~This shirt is NOT to be worn on IFT calls.~~

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

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

- Collar Brass

Badge

Name Tag

Badges and Collar Brass will reflect the position of the member

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

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

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

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

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

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

Section 8.08 The "ASSOCIATION" members shall not use tobacco and nicotine products while representing the "DISTRICT". These products are prohibited in district-owned or leased buildings, on district property, and in district vehicles per Health and Safety Code Sections

104420, 104559; Education Code 48901. This shall include but are not limited to the prohibited use of: spit cups, spit bottles, spitting in garbage cans, spitting in bathrooms, spitting on the ground, vaping, smoking, pouches, or any visible use while representing the "DISTRICT".

ARTICLE IX
POLICIES & PROCEDURES
POSITION STATEMENTS, JOB DESCRIPTIONS, DUTY STATEMENTS &
LEAVE OF ABSENCE POLICY

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

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

~~Section 9.023 Leave of Absence (LOA) A member in good standing may request a leave of absence from the Association for a period of up to 6 months. This leave may be extended for an additional 6 months following a review. This leave may be for personal or professional reasons and shall be approved by the Association and Chief Officer. During a LOA the member will be removed from Workers Compensation and GSFA rolls.~~

~~Section 9.03.1 To be re-instated, a member must complete all mandatory training he/she has missed and be approved for re-instatement by a Chief Officer and the Association. If a member does not request re-instatement within 1 year, that member must also be medically cleared to resume active duty.~~

Section 9.02. Leave of Absence (LOA)

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

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

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

A. Request to return to active status via written request to the Chief and Association President.

B. Notify the district that you are not able to return and be considered resigned.

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

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

ARTICLE X PAID-CALL OPERATIONS

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

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

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

- (a) Fraud in securing appointment.
- (b) Incompetency.
- (c) Inefficiency.
- (d) Inexcusable neglect of duty.
- (e) Insubordination.
- (f) Dishonesty.
- (g) Drunkenness on duty.
- (h) Intemperance.
- (i) Addiction to the use of controlled substances.
- (j) Inexcusable absence without leave.
- (k) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- (l) Immorality.
- (m) Discourteous treatment of the public or other employees.
- (n) Improper political activity.
- (o) Willful disobedience.
- (p) Misuse of state property.
- (q) Violation of this part or of a board rule.
- (r) Violation of the prohibitions set forth in accordance with Section 19990.
- (s) Refusal to take and subscribe any oath or affirmation that is required by law in connection with the employment.
- (t) Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the appointing authority or the person's employment.
- (u) Any negligence, recklessness, or intentional act that results in the death of a patient of a state hospital serving the mentally disabled or the developmentally disabled.

(v) The use during duty hours, for training or target practice, of any material that is not authorized for that use by the appointing power.

(w) Unlawful discrimination, including harassment, on any basis listed in subdivision (a) of Section 12940, as those bases are defined in Sections 12926 and 12926.1, except as otherwise provided in Section 12940, against the public or other employees while acting in the capacity of a state employee.

(x) Unlawful retaliation against any other state officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of, the Attorney General or any other appropriate authority, any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related to the job.

Section 10.03 "ASSOCIATION" members are expected to act in respectful and courteous manner always while representing the "DISTRICT". Progressive Discipline up to and including termination may be used for any violation of the guidelines in the California Title 22, State EMSA "Recommended Guidelines for Disciplinary Orders and Conditions of Probation for EMTs". This shall be applied for all members of the "ASSOCIATION". This is the intended guideline to be used for driving under the influence violations, substance abuse, misdemeanors, felonies and etcetera.

ARTICLE XI GRIEVANCE & APPEAL PROCEDURE

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

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

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

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

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

“ASSOCIATION” member a verbal response within 7 days of the informal meeting.

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

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

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

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

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

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

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

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

Within 14 days of receipt of the “ASSOCIATION” member’s request for arbitration, the Board will request a list of five names of qualified arbitrators from the State of California Conciliation service. Within 14 days of receipt of the list, the arbitrator shall be selected by

agreement of the parties. Should the parties fail to reach agreement, each shall alternately strike names from the list until one remains as the arbitrator to hear the matter. The flipping of a

coin shall determine the party who strikes a name first.

Either party may call witnesses and present fact.

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

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

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

ARTICLE XII
SAVINGS CLAUSE

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

ARTICLE XIII
DURATION OF MOU

This Agreement shall take effect on _____, __ 2019, and be in effect ~~for one year~~ **without end**, unless amended by and agreed to by the "DISTRICT" and the "ASSOCIATION".

DATE APPROVED: _____

DATE APPROVED: _____

SIGNED: _____

Todd Fenk
President
South Lake County Volunteer
Firefighters Association Inc.

SIGNED: _____

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



Plans of insurance for the

South Lake County Fire Protection District

Benefits apply to Volunteer Members, Auxiliary Members, Community Volunteers and Part-Time Employees who work less than 30 cumulative hours per week while performing an activity of the organization.

Section I: Death Benefits

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Covered Injury Death Benefit	\$25,000	\$35,000	\$50,000
B.	Covered Illness Death Benefit	\$25,000	\$35,000	\$50,000
C.	Optional HIV Positive Benefit	\$25,000	\$35,000	\$50,000
D.	Bereavement Benefit - Covered Injuries	Up to \$2,500	\$3,500	\$5,000
	Bereavement Benefit - Covered Illnesses	Up to \$2,500	\$3,500	\$5,000
E.	Dependent Child Benefit (Per Child) - Covered Injury	\$10,000	\$10,000	\$10,000
	Dependent Child Benefit (Per Child) - Covered Illness	\$10,000	\$10,000	\$10,000
F.	Seat Belt Benefit	\$6,250	\$8,750	\$12,500

Section II: Impairment Benefits

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Dismemberment Benefit*	Up to \$25,000	\$35,000	\$50,000
B.	Vision Impairments Benefit*	Up to \$25,000	\$35,000	\$50,000
C.	Cosmetic Disfigurement from Burns Benefit*	Up to \$25,000	\$35,000	\$50,000
D.	Permanent Physical Impairment Benefit - Covered Injuries*	Up to \$25,000	\$35,000	\$50,000
	Permanent Physical Impairment Benefit - Covered Illnesses*	Up to \$25,000	\$35,000	\$50,000
E.	Felonious Assault Benefit	Up to \$6,250	\$8,750	\$12,500
F.	Impairment Modification Benefit	Up to \$15,000	\$15,000	\$15,000

** Benefits payable are based on the percentage of impairment or loss as defined in the policy.*

Section III: Income Protection

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Maximum Weekly Total Disability Benefits**	Up to \$400	\$450	\$500
	i. Minimum Weekly Total Disability Benefit	\$100	\$100	\$100
	ii. Earned Income Replacement Benefit**	Up to \$300	\$350	\$400
B.	Partial Disability Benefit	Up to \$400	\$450	\$500
C.	First Week Disability Benefit**	Up to \$1,000	\$1,000	\$1,000
D.	Cost of Living Adjustments	Up to \$1,200	\$1,350	\$1,500
E.	Transition Benefit	Up to \$400	\$450	\$500
F.	Retraining Benefit	Up to \$20,000	\$20,000	\$20,000

*** Benefits are payable in coordination with the Loss of Earnings Coverage as defined in the policy.*

Plans of insurance for the

South Lake County Fire Protection District

Benefits apply to Volunteer Members, Auxiliary Members, Community Volunteers and Part-Time Employees who work less than 30 cumulative hours per week while performing an activity of the organization.

Section IV: Medical Expenses

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A. Medical Expense Benefit - Injury***	Up to	\$10,000	\$15,000	\$25,000
Medical Expense Benefit - Illness***	Up to	\$10,000	\$15,000	\$25,000
B. Plastic Surgical Expense Benefit***	Up to	\$10,000	\$10,000	\$10,000

***We will not pay covered medical expenses incurred by an Insured Person that are paid or payable under any other Valid and Collectible Insurance, including Workers' Compensation.

Section V: Family Assistance

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A. Weekly Hospital Confinement Benefit		\$210	\$245	\$280
B. Weekly Critical Care Benefit		\$420	\$490	\$560
C. Family Expense Benefit	Up to	\$20,000	\$20,000	\$20,000
D. Rehabilitation Benefit	Up to	\$10,000	\$10,000	\$10,000
E. Mental Stress Management Benefit	Up to	\$10,000	\$10,000	\$10,000
F. Traumatic Incident Benefit	Up to	\$10,000	\$10,000	\$10,000
G. Health Insurance Premium Benefit	Up to	\$10,000	\$12,000	\$12,000

Section VI: Optional Auxiliary Person and/or Community Volunteer Coverage

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A. Covered Injury - Death, Dismemberment, Loss of Sight, Speech or Hearing		Full Coverage	Full Coverage	Full Coverage
B. Weekly Total Disability Benefit	Up to	Full Coverage	Full Coverage	Full Coverage
C. Weekly Hospital Confinement Benefit		Full Coverage	Full Coverage	Full Coverage
D. Medical Expense Benefit	Up to	Full Coverage	Full Coverage	Full Coverage
E. Special Illness Benefit		Full Coverage	Full Coverage	Full Coverage

Section VII: Organized League Athletics Coverage

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A. Covered Injury - Death, Dismemberment, Loss of Sight, Speech or Hearing		Not Included	Not Included	Not Included
B. Weekly Total Disability Benefit	Up to	Not Included	Not Included	Not Included
C. Weekly Hospital Confinement Benefit		Not Included	Not Included	Not Included
D. Medical Expense Benefit	Up to	Not Included	Not Included	Not Included

Plans of insurance for the
South Lake County Fire Protection District

Benefits apply to Volunteer Members, Auxiliary Members, Community Volunteers and Part-Time Employees who work less than 30 cumulative hours per week while performing an activity of the organization.

	<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
<u>Annual Premium Summary</u>	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Emergency Service Organization:	\$2,736.00	\$3,536.00	\$4,580.00
Auxiliary Members & Community Volunteers:	Full Coverage	Full Coverage	Full Coverage
Organized League Athletics Coverage:	Not Included	Not Included	Not Included
Annual Premium:	\$2,736.00	\$3,536.00	\$4,580.00

The annual payment option offers a one-year rate guarantee.

	<u>3 Installments</u>	<u>3 Installments</u>	<u>3 Installments</u>
Emergency Service Organization:	\$2,554.00	\$3,301.00	\$4,275.00
Auxiliary Members & Community Volunteers:	Full Coverage	Full Coverage	Full Coverage
Organized League Athletics Coverage:	Not Included	Not Included	Not Included
Installment Premium:	\$2,554.00	\$3,301.00	\$4,275.00

The installment payment option offers a three-year rate guarantee which is paid each year for three years and represents a 6.7% discount off the annual premium.

	<u>3-Year Prepaid</u>	<u>3-Year Prepaid</u>	<u>3-Year Prepaid</u>
Emergency Service Organization:	\$7,388.00	\$9,548.00	\$12,366.00
Auxiliary Members & Community Volunteers:	Full Coverage	Full Coverage	Full Coverage
Organized League Athletics Coverage:	Not Included	Not Included	Not Included
Prepaid Premium:	\$7,388.00	\$9,548.00	\$12,366.00

The prepaid payment option offers a three-year rate guarantee which is paid in full at the beginning of the policy term and represents a 10% discount off the annual premium.

Note: Premiums will vary based on the plan and/or payment option selected.

Plans of insurance for the

South Lake County Fire Protection District

Disclosure Statement

Your insurance or benefits provider can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At Provident Agency, in partnership with Unum, we offer compensation to your advisor for the important role these professionals play in the sale of our products and services. Provident Agency may also be eligible for additional incentive compensation from Unum based on in force block size and persistency. We support disclosure of advisor compensation so that customers can make an informed buying decision.

If you would like additional information about the compensation programs our company offers, you may go to www.providentbenefits.com. Should you have additional questions or want more specific information, please mail a written request to our main office at PO Box 11588, Pittsburgh, PA 15238. You may also fax your request to 412-963-0415. Your request must be on official letterhead and be signed by an officer of your organization.

Exclusions and Limitations

We will not pay benefits for loss caused by war or act of war. Disability claims resulting from athletic events will be limited to a maximum period of 1,092 days (156 weeks). In no event will benefits be payable to an Insured Person for more than one disability at the same time. If the Insured Person is covered under more than one Emergency Organization's Blanket Accident Policy issued by Provident Life & Accident Insurance Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit. An Insured Person may reopen their claim at any time up to five years following a period of Total or Partial Disability for either injuries or illnesses for which payments were made under the policy.

This information is not intended to be a complete description of the insurance coverage available. The policy or its provisions may vary or be unavailable in some states. The policy has exclusions and limitations which may affect any benefits payable. For complete details of coverage and availability, please refer to Policy Form 211 underwritten by Provident Life & Accident Insurance Company of Chattanooga, TN. This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA and in California, Provident of Pennsylvania Insurance Agency, Inc. of Pittsburgh, PA.



South Lake County Fire Protection District

Benefit Explanations / Definitions / Exclusions

This proposal offers coverage to Volunteer Members, Auxiliary Members, Community Volunteers and Part-Time Employees who work less than 30 cumulative hours per week. Benefits apply while the Insured Person is performing an activity of the organization. Covered Injuries exclude organized league athletics, as separate coverage can be purchased. Covered Illnesses exclude Mental Stress, as it is covered in it's own section.

Section I: Death Benefits

- A. Covered Injury Death Benefit** - This benefit is payable if an Insured Person sustains a Covered Injury that directly causes the loss of life.
- B. Covered Illness Death Benefit** - This benefit is payable if an Insured Person suffers a Covered Illness that directly causes the loss of life.
- C. Optional HIV Positive Benefit** - If Insured Person tests HIV Positive as a result of participation in a Covered Activity, the Insured Person may choose to receive the Optional HIV Positive Benefit in lieu of the Permanent Physical Impairment Benefit and/or Covered Illness Death Benefit or Covered Injury Death Benefit.
- D. Bereavement Benefit** - If a Covered Injury or Illness Death Benefit is payable under this policy, an additional amount equal to 10% of the Principal Sum not to exceed \$10,000 will be payable for expenses actually incurred directly associated with the Insured Person's death.
- E. Dependent Child Benefit** - If the Insured Person sustains a Covered Injury or a Covered Illness which results in the loss of the Insured Person's life, an additional \$10,000 will be payable for each Dependent Child.
- F. Seat Belt Benefit** - If an Insured Person is wearing a properly fastened seat belt and sustains a Covered Injury which results in the loss of the Insured Person's life, an additional amount equal to 25% of the Covered Injury Death Benefit or Covered Illness Death Benefit is payable.

Section II: Impairment Benefits

- A. Dismemberment, Loss of Speech or Hearing Benefit** - If an Insured Person sustains a Covered Injury that directly causes a loss of speech, hearing or a dismemberment as defined in the policy we will pay an amount equal to 6.25% up to 100% of the Principal Sum based on the level of loss or dismemberment.
- B. Vision Impairment Benefit** - Payable if the Insured Person suffers a permanent and irrecoverable loss of sight as defined in the policy we will pay an amount equal to 2.75% up to 100% of the Principal Sum. Benefits are payable for partial loss of sight as well as total loss of sight.
- C. Cosmetic Disfigurement from Burns Benefit** - If an Insured Person as a result of a Covered Injury suffers a cosmetic disfigurement due to a burn that is classified as third degree or a full thickness burn, a benefit is payable. The amount of the benefit will be based on a formula, which will be multiplied by the Principal Sum. The formula will take into account the area of the body which was burned.
- D. Permanent Physical Impairment (PPI) Benefit** - If an Insured Person suffers a Covered Injury or Covered Illness which results in a Permanent Physical Impairment of a body part(s), we will pay a PPI Benefit. The impairment percentage assigned by the physician is multiplied by the Principal Sum to determine the benefit payable.

E. Felonious Assault Benefit - If an Insured Person is participating in a Covered Activity and sustains a Covered Injury caused by a criminal act of violence directed at the Insured Person, we will pay an additional benefit equal to 25% of the total benefit paid, not to exceed \$50,000.

F. Impairment Modification Benefit - This benefit may be payable if an Insured Person's physical limitation or impairment poses a safety risk or inhibits the Insured Person's ability to maintain independence in their current transportation or living situation. This benefit is voluntary on the Insured Person's part and on our part. The maximum benefit payable is \$15,000.

Section III: Income Protection

A. Maximum Weekly Total Disability Benefits

Covered Injury - payable up to lifetime.

Covered Illness - payable up to the greater of age 67 or five years.

A.i. Minimum Weekly Total Disability Benefit - Paid in addition to any benefit from any source.

A.ii. Earned Income Replacement Benefit - Payable up to the amount listed in the policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage (i.e. Workers' Compensation) as defined in the policy.

B. Partial Disability Benefit - If a Covered Injury or Covered Illness permits the Insured Person to return to any Reasonable Occupation but at a lower rate of Weekly Earned Income, or if the Insured Person is receiving any Weekly Earned Income from any source, we will pay up to the Maximum Weekly Total Disability Benefit which would have been paid had the Insured Person been Totally Disabled.
Payable up to the later of: 1.) age 67 or normal retirement age, whichever comes first; or 2.) 5 years.

C. First Week Total Disability Benefit - For the first week of total disability, we will pay a benefit of up to \$1,000 in coordination with any Loss of Earnings Coverage (e.g. Workers' Compensation) to replace the Insured Person's Weekly Earned Income.

D. Cost Of Living Adjustments (COLA) - Adjustments are made at the greater of 5% or the CPI-U (up to 8%) on the anniversary date of the Covered Injury or Covered Illness for continuous disability. COLA are compounded annually not to exceed three times the Maximum Weekly Total Disability Benefit

E. Transition Benefit - If an Insured Member is released to return to his or her primary employment after having received benefits under this policy for a Covered Injury or Covered Illness, and their position at their primary employer has been terminated due to the Covered Injury or Covered Illness, we will continue to pay disability benefits previously payable for a period of up to 26 weeks while the Insured Person actively seeks employment.

F. Retraining Benefit - Retraining will be voluntary on the part of the Insured Person and on our part. If the Insured Person and we agree upon a program of retraining in an institution of higher learning, we will pay tuition and books as charged by the institution and as set forth in a written agreement between the Insured Person and us which can be periodically reviewed. Benefits for disability will continue as provided by the policy while the Insured Person is actively participating in the program. The maximum benefit is \$20,000.

Section IV: Medical Expenses

A. Medical Expense Benefit - If a Covered Injury or Covered Illness requires medical or surgical treatment, preventative inoculation, hospital confinement or the employment of a trained nurse, we will pay the actual cost to the Insured Person. The benefit limit is the maximum amount payable for each Insured Person as the result of any one Covered Injury or Illness. We will not pay these benefits in excess of maximum Medical Expense Benefit listed in the policy.

We will not pay covered medical expenses incurred by an Insured Person that are paid or payable under any other Valid and Collectible Insurance, including Workers' Compensation.

B. Plastic Surgical Expense Benefit - An additional 25% of the Medical Expense Benefit may be used for Plastic Surgical Expense Benefit as the result of a Covered Injury, but not less than \$10,000.

Section V: Family Assistance

A. Weekly Hospital Confinement Benefit - If, due to a Covered Injury or Covered Illness, an Insured Person is hospital confined as a resident patient for at least a full day, we will pay 1/7 of the Weekly Hospital Confinement Benefit limit for each full day of hospital confinement, but not to exceed 730 days. If the Insured Person is confined in a hospital for at least a full day, and requires outpatient physical therapy, rehabilitation and/or follow-up physician visits, the maximum number of days payable under this section will not exceed 730 days.

If, due to a Covered Injury or Covered Illness, an Insured Person does not require confinement as a resident patient, but does require outpatient physical therapy, rehabilitation or follow-up physician visits, we will pay 1/7 of the Weekly Hospital Confinement Benefit limit for each day of such treatment, but not to exceed 365 days.

We will only make one payment per day, regardless of the number of appointments the Insured Person attends.

B. Weekly Critical Care Benefit - If, due to a Covered Injury or Covered Illness, an Insured Person is hospital confined to an Intensive Care, Trauma, Critical Care, Burn, or similar specialty unit, we will pay 2/7 of the Weekly Hospital Confinement Benefit listed in the policy for each full day of such confinement, but not to exceed 730 days.

C. Family Expense Benefit - If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes one or more of their immediate family to accompany the Insured Person for treatment or to help treat the Insured Person, we will pay reasonable expenses actually incurred up to the Family Expense Benefit limit. Expenses may include, but are not limited to; loss of wages, out of pocket expenses, hotel accommodations, parking, and childcare.

D. Rehabilitation Benefit - Rehabilitation will be voluntary on the Insured Person's part and on our part. If the Insured Person and we agree upon a program of occupational rehabilitation in advance, we will pay for the program as set forth in a written agreement which can be periodically reviewed. Benefits for disability will continue as provided by the policy while the Insured Person is actively participating in the program.

E. Mental Stress Management Benefit - If, as a direct result of being actively engaged in a single emergency incident involving the organization or repeated active engagement in emergency incidents involving the organization, an Insured Person suffers a psychiatric or mental stress related illness, we will pay a Mental Stress Management Benefit up to the limit in the policy and as defined in the policy. The Insured Person must be receiving care by a physician which is appropriate for the condition causing the disability.

F. Traumatic Incident Benefit - We will pay the reasonable expenses for the services provided by a Traumatic Incident Stress Management Team if such services are requested and authorized by the organization. Expenses must be incurred within one year of the traumatic incident and are subject to the Traumatic Incident Benefit limit in the policy. The Traumatic Incident Benefit is the maximum that will be paid per accident regardless of the number of persons treated.

G. Health Insurance Premium Benefit - If, as a result of a Covered Injury or Covered Illness, the medical or health insurance premiums previously paid the employer have been discontinued, and the Insured Person incurs out of pocket costs for those medical or health insurance premiums, we will pay the out of pocket cost not to exceed the Health Insurance Premium Benefit limit in the policy.

Section VI: Optional Auxiliary Person and/or Community Volunteer Coverage

Coverage for Auxiliary Persons and Community Volunteers is offered with the full benefits of the policy as they meet the definition of Insured Person.

Section VII: Organized League Athletics Coverage

Coverage for Organized League Athletics is not included in this proposal.

Definitions

Auxiliary Person means any person who is a member of the auxiliary to the organization named on the Policy Schedule page at the time of **Covered Injury**. All recognized classes of membership are included.

Community Volunteer is a non-member who helps the organization named on the Policy Schedule page and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

Covered Activity means any activity, which is normal for an **Insured Person** and includes travel directly to and from such activity. This includes all calls to active duty (as an **Insured Person** of the organization) that requires immediate action in the field of public safety as well as at the scene of an emergency regardless of the organization's involvement. **Covered Activity** also means all athletic events sponsored by the organization with the exception of Organized League Athletics unless such coverage is purchased.

Covered Injury means an accidental bodily injury, which is sustained by any **Insured Person** during and/or resulting directly from a **Covered Activity** while this policy is in force.

Covered Illness means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by any **Insured Person** during or resulting from a **Covered Activity** while this policy is in force.

CPI-U means the Consumer Price Index for all Urban Consumers. It is published by the United States Department of Labor.

Dependent Child means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** most current federal income tax return or qualified court document showing at least 50% financial responsibility.

Emergency Volunteer is a person present at the time of the emergency that has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

Insured Person means any person who is a member of the organization. All classes of membership may be included, as well as any other party designated by the policyholder including Volunteer Member, Career or Part-time Personnel, Emergency Volunteer, Auxiliary Member, Community Volunteer, Board Members, Trustees, Administrative Personnel, Junior Members, Members in Training or Probationary Members.

Loss of Earnings Coverage means any disability benefits received from:

- 1.) any state disability benefits statute, including Workers' Compensation;
- 2.) any formal written income continuance or group insurance plan; and
- 3.) any disability benefits payable under mandatory no-fault automobile insurance.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid for by the **Insured Person**, or any disability benefits payable under the United States Federal Social Security Act.

Permanent Physical Impairment is a physical impairment or functional abnormality of a body part or parts or loss of at least 10% which remains after maximum medical rehabilitation has been achieved and which is considered stable, or non-progressive by the examining physician at the time of evaluation.

Principal Sum is an amount equal to the **Covered Injury Death Benefit** or **Covered Illness Death Benefit**, whichever is applicable.

Reasonable Occupation means any occupation for which the **Insured Person** is reasonably fitted based on education, training or experience and the Insured Person could expect to generate the lesser of \$75,000 or at least 70% of Weekly Earned Income.

Review Date means each anniversary of the start of a disability.

Total Disability or Totally Disabled means that for the first five years from the date of a **Covered Injury** or **Covered Illness**, the **Insured Person**:

- 1.) is not able to perform the substantial and material duties of his or her occupation; and
- 2.) is receiving care by a physician, which is appropriate for the condition causing the disability.

After five years from the date of a **Covered Injury** or **Covered Illness**, **Total Disability** or **Totally Disabled** means that, due to a **Covered Injury** or **Covered Illness**, the **Insured Person**:

- 1.) is not able to engage in any Reasonable Occupation; and
- 2.) is not working at any other occupation; and
- 3.) is receiving care by a physician, which is appropriate for the condition causing the disability.

Traumatic Incident Stress Management Team means an organized group of mental health professionals and peer support individuals trained to provide support services to Emergency organization personnel. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on the scene support.

Weekly Earned Income will be the greater of the **Insured Person's**:

- 1.) **Weekly Earned Income** at the time the disability starts; or
- 2.) average **Weekly Earned Income** for the period of one year prior to the start of disability for which a claim is made.

If an employer other than himself employs the **Insured Person**, we will compute **Weekly Earned Income** from the **Insured Person's** regular, over-time and shift differential wages. **Weekly Earned Income** shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or any other records which we may reasonably request.

If the **Insured Person** is Self-Employed, we will compute **Weekly Earned Income** from the amount reported by the **Insured Person** on Page 1 of the IRS Form 1040 series, from Schedules C and F, and from qualifying income included on Schedule E which is included in the amount reported by the **Insured Person** on Page 1 of IRS Form 1040 series.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of the **Insured Person's** active involvement in generating said forms of income, or any other income not derived directly from the **Insured Person's** occupational activities.

Accident and Health Policy



PROVIDENT

“Insuring America’s Heroes Since 1928”

Provident Agency Inc.

272 Alpha Drive ▪ P.O. Box 11588
Pittsburgh, PA 15238-0588

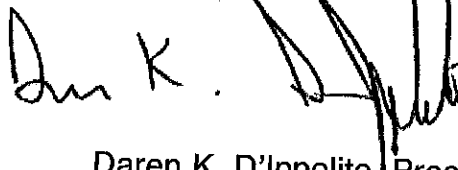
Toll Free: 800-447-0360 ▪ 412-963-1200 ▪ Fax: 412-963-0415

Dear Officers and Members,

Thank you for choosing Provident to insure the members of your emergency service organization. Attached you will find your policy which provides an explanation of the benefits you have purchased. We have continually sought to expand our policy language and benefits in order to protect your most valuable resources...your membership and their families.

Should you have any questions regarding this policy, please feel free to contact us as we are here to be of service to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Daren K. D'Ippolito". The signature is written in a cursive style with a large, stylized initial "D".

Daren K. D'Ippolito, President
Provident Agency, Inc.

BLANKET ACCIDENT INSURANCE POLICY

Underwritten by:
AXIS INSURANCE COMPANY
(A Stock Company)
(Herein called the Company)

Administrative Office:
1 University Square Drive, Suite 200
Princeton, NJ 08540

Home Office:
111 South Wacker Drive, Suite 3500
Chicago, IL 60606

The Company will pay the benefits of this Policy subject to its provisions. This page and the pages that follow are part of this Policy.

AXIS Insurance Company insures the members of:

South Lake County Fire Protection District (the Sponsoring Organization)

Policy Number: **PRCO-91416-CA10006**

AXIS Insurance Company (referred to as the Company, We, Our, or Us) will pay the benefits provided by this Policy in return for the advance payment of premium. AXIS Insurance Company makes this promise subject to all of this Policy's provisions.

The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date at the Sponsoring Organization's address. It will remain in effect for the duration of the Policy Term if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Sponsoring Organization and the Company agree to continue coverage under this Policy for an additional Policy Term.

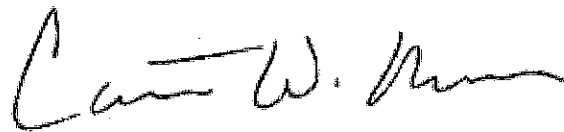
The Company and the Policyholder agree to all the terms of this Policy.

10 Day right to examine this Policy – The Sponsoring Organization should read this Policy carefully and contact us promptly with any questions. If the Sponsoring Organization is not satisfied for any reason, this Policy may be returned within 10 days of its receipt. We will refund any premiums already paid within 10 days after the Company receives the Sponsoring Organization's notice of cancellation of this Policy, and it will be considered never to have been issued.

The President and Secretary of the Company witness this Policy.



Secretary



President

PLEASE READ THIS POLICY CAREFULLY

TABLE OF CONTENTS

POLICY SCHEDULE	3
Class I	3
POLICY SCHEDULE OF BENEFITS	4
DEFINITIONS	9
GENERAL EXCLUSIONS	14
LIMITATIONS	15
Section I: DEATH BENEFITS	16
I.A. COVERED INJURY DEATH BENEFIT	16
I.B. COVERED ILLNESS DEATH BENEFIT	16
I.C. HIV POSITIVE DIAGNOSIS LUMP SUM BENEFIT	16
I.D. BEREAVEMENT BENEFIT	16
I.E. DEPENDENT CHILD BENEFIT	16
I.F. SEATBELT AND AIRBAG BENEFIT	16
I.G. FINAL EXPENSES BENEFIT	17
I.H. SPOUSAL BENEFIT	17
I.I. SURVIVING SPOUSE EDUCATION BENEFIT	17
I.J. DEPENDENT CHILD EDUCATION BENEFIT	17
Section II: IMPAIRMENT BENEFITS	19
II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT	19
II.B. VISION IMPAIRMENT BENEFIT	19
II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT	20
II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT	20
II.E. FELONIOUS ASSAULT BENEFIT	21
II.F. IMPAIRMENT MODIFICATION BENEFIT	21
II.G. PARALYSIS BENEFIT	21
Section III: INCOME PROTECTION BENEFITS	22
III.A. WEEKLY TOTAL DISABILITY BENEFITS	22
III.A.i. COVERED INJURY MINIMUM WEEKLY TOTAL DISABILITY BENEFIT	22
III.A.ii. COVERED ILLNESS MINIMUM WEEKLY TOTAL DISABILITY BENEFIT	22
III.A.iii. COVERED INJURY WEEKLY EARNED INCOME REPLACEMENT BENEFIT	22
III.A.iv. COVERED ILLNESS WEEKLY EARNED INCOME REPLACEMENT BENEFIT	22
III.B. PARTIAL DISABILITY BENEFIT	22
III.C. COST OF LIVING ADJUSTMENTS	23
III.D. FIRST WEEK TOTAL DISABILITY BENEFIT	23
III.E. TRANSITION BENEFIT	23
III.F. RETRAINING BENEFIT	24
EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS	24
LIMITATIONS	24
Section IV: MEDICAL EXPENSE BENEFITS	25
IV. A. MEDICAL EXPENSE BENEFIT	25
IV. B. PLASTIC SURGERY EXPENSE BENEFIT	25
EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT	26
Section V: ADDITIONAL BENEFITS	26
V.A. DAILY HOSPITAL CONFINEMENT AND OUTPATIENT TREATMENT BENEFIT	26
V.B. DAILY CRITICAL CARE BENEFIT	26
V.C. FAMILY EXPENSE BENEFIT	26
V.D. OCCUPATIONAL REHABILITATION BENEFIT	26
V.E. MENTAL STRESS MANAGEMENT BENEFIT	27
V.F. TRAUMATIC INCIDENT BENEFIT	27
V.G. HEALTH INSURANCE PREMIUM BENEFIT	27
CLAIMS PROVISIONS	28
PREMIUMS AND RENEWALS PROVISIONS	34
GENERAL PROVISIONS	36
ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS	38

POLICY SCHEDULE

Policyholder:	Emergency Responders Group Insurance Trust		
Sponsoring Organization:	South Lake County Fire Protection District		
Policy Number:	PRCO-91416-CA10006	Effective Date:	01/01/2018
Renewal Date:	01/01/2021	Expiration Date:	12/31/2020
Payment Method:	3 Year Annual Installment	Total Premium:	\$8,187
Annual Anniversary Date:	January 1	Policy Term:	01/01/2018 - 12/31/2020
Rate Guarantee Period: 3 Years			
The initial premium rate guarantee and any premium rate guarantee applicable to renewal are subject to the Policy Term and Renewal and Premium Rate Change sections of this Policy.			
Premium Due Dates: Premium is due and payable in annual installments with the first installment due as of the Policy Effective Date and subsequent installments due as of each Anniversary Date	1st Installment:	01/01/2018	\$2,729
	2nd Installment:	01/01/2019	\$2,729
	3rd Installment:	01/01/2020	\$2,729
Eligible Persons:			
Class I	All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Administrative Personnel, Junior Member, Member in Training or Probationary Member of the Sponsoring Organization.		Effective Date: 01/01/2018

POLICY SCHEDULE OF BENEFITS
SUMMARY OF COVERAGE

This Policy provides coverage for the following benefits that indicate that they are "Included" or that provide a specified amount opposite the name of the benefit. Benefits indicated as "Not Included" are not provided under this Policy.

SECTION I: DEATH BENEFITS

	<u>Class I</u>
I.A. COVERED INJURY DEATH BENEFIT	
Principal Sum	\$25,000
I.B. COVERED ILLNESS DEATH BENEFIT	
Principal Sum	\$25,000
I.C. HIV POSITIVE DIAGNOSIS LUMP SUM BENEFIT	
Benefit Amount	\$25,000
I.D. BEREAVEMENT BENEFIT	
Maximum Benefit Amount	\$2,500
I.E. DEPENDENT CHILD BENEFIT	
Benefit Amount (for each Dependent Child)	\$10,000
I.F. SEATBELT AND AIRBAG BENEFIT	
Seatbelt Benefit Amount	\$6,250
Airbag Benefit Amount	\$6,250
I.G. FINAL EXPENSES BENEFIT	
Maximum Benefit Amount	\$2,500
<i>(includes repatriation to the funeral home as well as other locations, cremation, burial services, grave marker/headstone)</i>	
I.H. SPOUSAL BENEFIT	
Benefit Amount	\$15,000
I.I. SURVIVING SPOUSE EDUCATION BENEFIT	
Maximum Benefit Amount	\$10,000
Maximum Benefit Period	4 years
I.J. DEPENDENT CHILD EDUCATION BENEFIT	
Maximum Benefit Amount	\$10,000
Maximum Benefit Period	4 years

SECTION II: IMPAIRMENT BENEFITS

	<u>Class I</u>
II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT Impairment Principal Sum	\$25,000
II.B. VISION IMPAIRMENT BENEFIT Vision Impairment Principal Sum	\$25,000
II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT Cosmetic Disfigurement from Burns Principal Sum	\$25,000
II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT Permanent Physical Impairment Principal Sum	\$25,000
II.E. FELONIOUS ASSAULT BENEFIT Benefit Amount	50% of the total amount payable under the following benefits: Covered Injury Death Benefit, Dismemberment, Loss of Speech or Hearing Benefit, Vision Impairment Benefit, Cosmetic Disfigurement from Burns Benefit, Permanent Physical Impairment Benefit, Paralysis Benefit, or Weekly Total or Partial Disability Benefits, subject to an overall maximum benefit of \$12,500.
II.F. IMPAIRMENT MODIFICATION BENEFIT Maximum Benefit Amount	actual expenses up to \$50,000
II.G. PARALYSIS BENEFIT Paralysis Benefit Principal Sum Paralysis must occur within	\$25,000 365 days of the Covered Injury or onset of Covered Illness

SECTION III: INCOME PROTECTION BENEFITS

Class I

III.A. WEEKLY TOTAL DISABILITY BENEFITS	
III.A.i. COVERED INJURY MINIMUM WEEKLY TOTAL DISABILITY BENEFIT	
Minimum Weekly Benefit Amount	\$100
Maximum Benefit Period	Lifetime
III.A.ii. COVERED ILLNESS MINIMUM WEEKLY TOTAL DISABILITY BENEFIT	
Minimum Weekly Benefit Amount	\$100
Maximum Benefit Period	Later of Age 67 or Five Years
III.A.iii. COVERED INJURY WEEKLY EARNED INCOME REPLACEMENT BENEFIT	
Maximum Weekly Benefit Amount	\$300
Maximum Benefit Period	Lifetime
III.A.iv. COVERED ILLNESS WEEKLY EARNED INCOME REPLACEMENT BENEFIT	
Maximum Weekly Benefit	\$300
Maximum Benefit Period	Later of Age 67 or Five Years
III.B. PARTIAL DISABILITY BENEFIT	
Maximum Weekly Benefit	\$400
Maximum Benefit Period	Later of Age 67 or Five Years
III.C. COST OF LIVING ADJUSTMENT	
Maximum Benefit Amount	\$1,200
III.D. FIRST WEEK TOTAL DISABILITY BENEFIT	
Maximum Benefit Amount	Weekly Earned Income up to \$1,000
III.E. TRANSITION BENEFIT	
Benefit Amount	\$400
Maximum Benefit Period	26 Weeks
III.F. RETRAINING BENEFIT	
Maximum Benefit Amount	\$20,000

SECTION IV: MEDICAL EXPENSE BENEFITS

IV.A. MEDICAL EXPENSE BENEFIT

Any benefits limits apply, unless otherwise specified, on a per Insured Person per Covered Injury or Covered Illness basis.

Medical Expense Benefit Options

The shaded box below indicates the Sponsoring Organization's selection:

- Primary Medical Expense other than Workers' Compensation or No-Fault Auto Insurance
- Full Excess Medical Expense
- Primary Medical Expense

Class I

\$10,000

Maximum Medical Expense Benefit Amount

IV.B. PLASTIC SURGERY EXPENSE BENEFIT

Maximum Benefit Amount

An additional 25% of the
Maximum Medical Expense
Benefit Amount for Covered
Injury but not less than
\$25,000

SECTION V: ADDITIONAL BENEFITS

	<u>Class I</u>
V.A. DAILY HOSPITAL CONFINEMENT AND OUTPATIENT TREATMENT BENEFIT	
Daily Benefit Amount	\$30
Maximum Benefit Period for Hospital confinement	730 days
Maximum Benefit Period for treatment after discharge	730 days
Maximum Benefit Period for treatment without Hospital confinement	365 days
V.B. DAILY CRITICAL CARE BENEFIT	
Daily Benefit Amount	\$60
Maximum Benefit Period	730 days
V.C. FAMILY EXPENSE BENEFIT	
Maximum Benefit Amount	\$20,000
V.D. OCCUPATIONAL REHABILITATION BENEFIT	
Maximum Benefit Amount	\$10,000
V.E. MENTAL STRESS MANAGEMENT BENEFIT	
Maximum Benefit Amount	\$10,000
V.F. TRAUMATIC INCIDENT BENEFIT	
Traumatic Incident Aggregate Maximum Benefit Amount	\$10,000
V.G. HEALTH INSURANCE PREMIUM BENEFIT	
Maximum Benefit Amount	\$12,000

DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Insured Person's Total or Partial Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Total or Partial Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

Auxiliary Member means any person who is a member of the auxiliary to the Sponsoring Organization at the time of Covered Injury or Covered Illness.

Benefit Period means the period, shown on the *Policy Schedule of Benefits*, commencing with the date of the onset of the Total Disability or Partial Disability during which benefits are payable.

Career Personnel means employees or members of the organization that receive Weekly Earned Income for regularly working at least 30 cumulative hours per week as an emergency service provider for the Sponsoring Organization.

Community Volunteer means a non-member who helps the Sponsoring Organization and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

Cosmetic Disfigurement from Burns means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full-thickness burn caused by a source that is thermal, chemical, electrical, or nuclear. The surface area must be documented by a Physician according to the Rule of Nines or the Lund-Browder chart.

Covered Activity means any activity which is normal for an Insured Person while acting on behalf of the Sponsoring Organization and includes travel directly to and from such activity, as well as impromptu action (Good Samaritan) at the scene of an emergency regardless of the Sponsoring Organization's involvement. Covered Activity includes all athletic events sponsored by the Sponsoring Organization with the exception of Organized League Athletic Events, unless such coverage is purchased.

The Covered Activity must be performed at the direction, or with knowledge, of an officer of the Sponsoring Organization, unless immediate action is required of the Insured Person at the scene of an emergency not on behalf of the Sponsoring Organization or any other organization.

Covered Illness means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force.

Covered Illness Death means any Covered Illness, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force which results in the death of an Insured Person.

Covered Injury means Accidental bodily injury sustained by the Insured Person during and/or resulting directly from an Insured Person's participation in a Covered Activity while coverage under the Policy is in force (independent of sickness, disease, mental incapacity or any other cause) and which is not otherwise defined as a Covered Illness.

Covered Injury Death means a Covered Injury sustained by an Insured Person during and/or resulting directly from a Covered Activity while this Policy is in force, and which results in the death of an Insured Person.

Covered Medical Expenses means the Reasonable and Customary Charges for any of the following services: medical or surgical treatment, preventative inoculation, Hospital confinement, Home Healthcare, nursing services provided and monitored by a Physician, Post exposure Prophylaxis protocol (PEP) treatment, when such treatment is advised by the attending Physician, Infectious Disease screening test (s), or Post exposure inoculations as a result of participation in a Covered Activity.

CPI-U means the Consumer Price Index for all Urban Consumers, published by the United States Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Dependent Child means any unmarried (includes both same-sex and opposite sex relationship) child of an Insured Person who is dependent and under the age of 26 upon an Insured Person and claimed on an Insured Person's most current federal tax return or qualified court document showing at least 50% financial responsibility.

Emergency Volunteer means a person physically present at the time of the emergency, and who is not responding/acting as a member of any emergency service organization, who has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

Felonious Assault means any willful or unlawful use of force upon an Insured Person:

1. with the intent to cause bodily injury to an Insured Person;
2. that results in bodily harm to an Insured Person; and
3. that is a felony or misdemeanor in the jurisdiction in which it occurs.

Felonious Assault does not include any willful or unlawful use of force upon an Insured Person by another Insured Person.

HIV means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

Home Healthcare means Medically Necessary services provided and billed by the Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment.

Home Health Agency means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered, as meeting requirement of Title XVIII of the Social Security Act, as amended, for home health agencies.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Insured Person incurs an expense.

Infectious Disease means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

Immediate Family Member means a person who is related to the Insured Person in any of the following ways: Spouse, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

Inpatient means confined overnight as a registered bed-patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

Insured Person means any person who is listed as an Eligible Person on the *Policy Schedule of Benefits*.

Loss of Earnings Coverage means any disability benefits or salary continuance received from:

1. the benefits payable in accordance with any Workers' Compensation Act or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
2. the income benefit provided by or through any automobile insurance plan or any government plan of automobile insurance or similar insurance regulation or law;
3. the salary continuation or severance allowance provided by or through the employer;
4. the disability, retirement or other income benefits provided by or through the employer, the Sponsoring Organization, or the Insured Person; and
5. the amounts paid or payable under any group plan or insurance policy.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid by Insured Person, or any disability benefits payable under the United States Federal Social Security Act. If an Insured Person settles a Workers' Compensation claim, including Loss of Earnings or similar provisions of Workers' Compensation, the presumed amount of those Workers' Compensation benefits shall be considered Loss Earnings Coverage for the entire duration of the Insured Person's Total Disability or Partial Disability.

Medically Necessary means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Illness for which it is prescribed or performed; (2) meet generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under his or her care, supervision or order.

Nurse means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Sponsoring Organization.

Organized League Athletic Event means any type of sporting event or activity that occurs during a pre-planned schedule of practices, games, matches and/or tournaments over a specific season and may include the usage of a team roster, designated uniforms, umpires/referees, or fees paid to participate.

Other Valid and Collectible Insurance means: (1) any group plan, program or insurance policy; (2) any other group hospital, surgical or medical benefit plan; or (3) any union welfare plan or group employer or employee benefit program. Other valid and collectible insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plan.

Outpatient means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

Paralysis/Paralyzed means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Covered Activity that caused the Paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible Paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible Paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible Paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

Partial Disability or Partially Disabled means, for an Insured Person with an occupation producing wages as described in the definition of Weekly Earned Income, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation as a result of a Covered Injury or Covered Illness.

If an Insured Person does not have an occupation producing wages as described in the definition of Weekly Earned Income, Partial Disability or Partially Disabled means:

1. the inability to perform one or more, but not all of the material and substantial duties of an occupation for which an Insured Person is qualified by reason of education, training or experience; or
2. the inability to perform one or more, but not all of the regular activities of an Insured Person.

The Insured Person must be under the regular care of a Physician during Partial Disability.

Permanent Physical Impairment means a physical impairment or functional abnormality of a body part or parts or loss of at least 10% whole person which remains after maximum medical rehabilitation has been achieved and which is considered stable or non-progressive by the examining Physician at the time of evaluation.

Physician means a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's spouse;
3. a person living in the Insured Person's household;
4. a person employed or retained by the Sponsoring Organization; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policy Term means the time period defined for the Sponsoring Organization shown on the *Policy Schedule of Benefits*.

Reasonable and Customary Charge(s) means a charge that:

1. is made for a Covered Medical Expense;
2. does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and
3. does not include charges that would not have been made if no insurance existed.

Reasonable Occupation means any occupation for which an Insured Person is reasonably fitted based on education, training or experience and an Insured Person could expect to generate the lesser of \$75,000 annually or at least 70% of his or her Weekly Earned Income.

Regular Occupation means the Insured Person's primary occupation at the time of disability for which he or she was receiving remuneration.

Review Date means the date after 52 weeks of continuous disability.

Sponsoring Organization means the organization named on the Policy Schedule. This includes additional Participating Organizations identified on the Policy Schedule or by endorsement.

Spouse means the Insured Person's lawful Spouse. The term Spouse will include Civil-Union partners. The term includes spouses and partners of same-sex marriages and unions recognized as valid in another jurisdiction.

Supplemental Restraint System means any airbag that inflates upon impact for added protection to the head and chest areas.

Total Disability or Totally Disabled means that for the first 5 years from the date of a Covered Injury or onset of a Covered Illness, an Insured Person:

1. is not able to perform the substantial and material duties of his or her occupation; and
2. is receiving Appropriate Care.

After 5 years from the date of a Covered Injury or onset of a Covered Illness, Total Disability or Totally Disabled means that due to a Covered Injury or a Covered Illness an Insured Person:

1. is not able to engage in any Reasonable Occupation;
2. is not working at any other occupation; and
3. is receiving Appropriate Care.

Traumatic Incident means an abnormal experience involving the Sponsoring Organization, outside the range of usual human experiences and that includes: 1) line of duty death or serious injury to other Insured Persons; 2) a single incident having multiple casualties; 3) death or serious injury of a child; 4) dealing with victims known to the Insured Person; and 5) similar incidents that would reasonably require mental health care for the entire Sponsoring Organization or a significant number of members of the Sponsoring Organization.

Traumatic Incident Stress Management Team means an organized group of mental health professionals and peer support individuals trained to provide support services to emergency service organization personnel. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on-the-scene support.

Weekly Earned Income means the greater of an Insured Person's:

1. average income earned on a weekly basis at the time the disability starts; or
2. average income earned on a weekly basis for the period of one year prior to the start of disability for which a claim is made.

If an employer, other than himself, employs an Insured Person, Weekly Earned Income will be computed from an Insured Person's regular, over-time and shift differential wages. Weekly Earned Income shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or other records which We may reasonably request. Commission earnings will be computed using an average of 24 months of previous commission earnings.

If an Insured Person is self-employed, Weekly Earned Income will be computed from the amount reported by an Insured Person on page 1 of the IRS Form 1040 series, which includes amounts from Schedules C and F, and from qualifying income from Schedule E which is included in the amount reported by an Insured Person on page 1 of IRS Form 1040 series.

If the Insured Person is a commissioned sales person, Weekly Earned Income will be any salary or wages and commissions received from the Employer. This will be based on the Statement of Wages Earned and Taxes Withheld (Form W-2) for the fiscal year ending immediately prior to the date of the Insured Person's disability.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of an Insured Person's active involvement in generating said forms of income, an Employer's contributions to any deferred compensation plan or pension plan on the Insured Person's behalf, stock options, or any other income not derived directly from an Insured Person's occupational activities.

GENERAL EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Policy:

1. declared or undeclared war or act of war;
2. suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries while sane;
3. mental or emotional disorders, except as specifically provided for by the Traumatic Incident Benefit or the Mental Stress Management Benefit;
4. any Organized League Athletic Event, except as provided under the Policy; or
5. commission of a felony.

In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by Sponsoring Organization;
2. living in the Insured Person's household;
3. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or
4. the Insured Person.

LIMITATIONS

The benefits contained in this policy are subject to the following limitations:

1. all Covered Injuries and Covered Illnesses arising from the same Covered Activity shall be treated as a single Covered Injury or Covered Illness. If the Insured Person sustained a Covered Injury and a Covered Illness from the same Covered Activity and the amount payable or benefit period for a specific benefit is different for Covered Injuries and Covered Illnesses, the Company will pay the higher amount or adhere to the longer benefit period.

2. if an Insured Person suffers a Covered Injury or Covered Illness that is payable under more than one of the following benefits, the most the Company will pay is the greater of the largest principal sum or the largest single benefit amount payable shown on the *Policy Schedule of Benefits* for any benefit for which the Insured Person qualifies:
 - Covered Injury Death Benefit;
 - Covered Illness Death Benefit;
 - HIV Positive Diagnosis Lump Sum Benefit;
 - Dismemberment, Loss of Speech or Hearing Benefit;
 - Vision Impairment Benefit;
 - Permanent Physical Impairment Benefit; or
 - Paralysis Benefit.

3. if an Insured Person is covered under more than one Sponsoring Organization Blanket Accident Policy issued by the Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.

Section I: DEATH BENEFITS

I.A. COVERED INJURY DEATH BENEFIT

If an Insured Person sustains a Covered Injury that directly causes the loss of life, the Company will pay the Principal Sum shown on the *Policy Schedule of Benefits*.

I.B. COVERED ILLNESS DEATH BENEFIT

If an Insured Person suffers a Covered Illness that directly causes the loss of life, the Company will pay the Principal Sum shown on the *Policy Schedule of Benefits*.

I.C. HIV POSITIVE DIAGNOSIS LUMP SUM BENEFIT

If an Insured Person tests positive for HIV as a direct result of participation in a Covered Activity, the Company will pay the Benefit Amount shown on the *Policy Schedule of Benefits*.

An Insured Person may choose, as an option, to receive this benefit in lieu of the Permanent Physical Impairment Benefit, Covered Illness Death Benefit or Covered Injury Death Benefit.

If an Insured Person receives this benefit, the Covered Injury Death Benefit, Covered Illness Death Benefit, or Permanent Physical Impairment Benefit will not be applicable for the same Covered Activity.

I.D. BEREAVEMENT BENEFIT

If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under this Policy, an amount up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits* will be paid for out-of-pocket expenses actually incurred by the Sponsoring Organization for the following expenses that are directly associated with an Insured Person's loss of life: 1) reasonable cost of bereavement counseling and 2) the reasonable costs associated with the memorial service, wake, honor guard, or other tribute to the Insured Person. This benefit is payable to the Sponsoring Organization.

Any such payments made in good faith will fully discharge us to the extent of such payment.

I.E. DEPENDENT CHILD BENEFIT

If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, the Company shall pay the Benefit Amount shown on the *Policy Schedule of Benefits* for each Dependent Child. The Dependent Child Benefit is payable in addition to the Covered Injury Death Benefit or Covered Illness Death Benefit and other losses payable under this Policy.

The Benefit Amount will be paid directly to the Insured Person's beneficiary.

Payment made in this manner will release the Company from all liability to the extent of any payment made.

I.F. SEATBELT AND AIRBAG BENEFIT

If a Covered Injury Death Benefit is payable under this Policy and the Insured Person's death occurred in an Accident while he or she was wearing a properly fastened automobile seatbelt, the Company will pay the Seatbelt Benefit Amount shown on the *Policy Schedule of Benefits*. If the Seatbelt Benefit is payable, the additional Airbag Benefit Amount shown on the *Policy Schedule of Benefits* will be paid if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag) when the Accident occurred.

This Seatbelt Benefit is not payable for Covered Injury sustained by an Insured Person while standing inside or on the tailboard of any vehicle.

I.G. FINAL EXPENSES BENEFIT

If a Covered Injury or Covered Illness Death Benefit is payable under this Policy, an amount up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits* will be paid for the following out-of-pocket expenses actually incurred by the beneficiary for expenses directly associated with an Insured Person's loss of life: all expenses related to the funeral and burial of the Insured Person, including transfer of the remains to the funeral home, all services of the Funeral Director and staff, embalming, dressing cosmetology and hair, use of the funeral home, printing and design cost use of the hearse and any limousines, cost of the casket, burial vault, cemetery charges including the grave, opening grave site, head stone and other items such as tents for protection from the weather, cremation expenses including transfer of the remains to the crematorium, and travel and other expenses of the Immediate Family, and all other expenses reasonably related to funeral services for an Insured Person of the Sponsoring Organization.

This benefit will be payable, at our option in good faith, to the individual who paid for the covered expenses or who is financially responsible for paying such expenses.

I.H. SPOUSAL BENEFIT

If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, the Company shall pay the Benefit Amount shown on the *Policy Schedule of Benefits* to the Spouse of the deceased Insured Person.

I.I. SURVIVING SPOUSE EDUCATION BENEFIT

If an Insured Person suffers a Covered Injury Death or Covered Illness Death, the Company shall reimburse the surviving Spouse expenses incurred to enroll in an institution of higher learning or professional or trade training program, subject to the following conditions:

- The Company must approve the program in advance, which must be designed to teach or train the Spouse with the skills necessary to work in an occupation after the completion of the program;
- The Company and Spouse must enter into a written agreement detailing the program, costs and expected progress of the Insured Person;
- The Company will review the program and the progress of the Spouse at the end of each of the institution's term and will only continue to pay for the program if it meets the goals set out at the beginning of the program; and
- This Spouse must begin the program within 1 year of the Insured Person's death.

The Company shall reimburse the Spouse at the end of each year for tuition, books and supplies charged by the institution up to the Maximum Annual Benefit Amount shown on the *Policy Schedule of Benefits* for a period of time not exceed the Maximum Benefit Period or Maximum Benefit Amount shown in the *Policy Schedule of Benefits*. The Company shall not pay for expenses incurred by the Insured Person for which he or she is reimbursed by another source.

I.J. DEPENDENT CHILD EDUCATION BENEFIT

If an Insured Person suffers a Covered Injury Death or Covered Illness Death and a death benefit is payable under this Policy, the Company will pay expenses incurred by each Dependent Child for tuition, fees, books, room and board, transportation and any other costs payable directly to a school, or approved and certified by the school, up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*.

In order to qualify for benefits, a qualifying Dependent Child must:

1. be a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the Insured Person's death, or begin studies as a full-time student at a school of higher learning within 2 years of the Insured Person's death and before reaching the limiting age shown in the Dependent Child definition; and
2. continue His education as a full-time student in such accredited school of higher learning.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian if the child is a minor, at the end of each year up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits*. The company must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a benefit is payable will begin on the first of the month following the date the Insured Person died, if the surviving Dependent Child was a full-time student on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he or she begins studies in school. Each succeeding year for which benefits are payable will begin on the date following the end of the following year.

Faint, illegible text, possibly bleed-through from the reverse side of the page.

Section II: IMPAIRMENT BENEFITS

II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT

If an Insured Person sustains a Covered Injury that directly causes any of the Losses shown in the Table of Losses below, the Company will pay the Benefit Amount shown for the Loss. If more than one Loss results from the same Accident, the maximum amount payable is the Principal Sum. Unless provided otherwise in this Policy, these benefits will be paid in addition to any other payment for a Covered Injury or Covered Illness to which an Insured Person may be entitled under this Policy.

Loss of hand or foot means complete severance through or above the wrist or ankle. Loss of arm or leg means complete severance through or above the elbow or knee joint. Loss of thumb or index finger means actual severance through or above the metacarpal-phalange joints. Loss of second, third or fourth finger of either hand means actual severance of two or more phalanges. However, if one complete phalange but less than two phalanges is severed, the Company will pay 50% of the percentage shown for this loss shown in the Table of Losses below. Loss of speech means the entire and irrecoverable loss of the entire ability to speak. Complete loss of hearing means the entire and irrecoverable loss of the entire ability to hear in both ears.

When medical expenses are incurred in an effort to prevent one of these Losses, the amount payable for such Loss may be used for such medical expenses if the Maximum Medical Expense Benefit Amount shown on the *Policy Schedule of Benefits* has been paid. Any benefits paid for medical expenses in excess of the Maximum Medical Expense Benefit Amount will be deducted from the benefits payable under this benefit if the medical treatment fails to prevent the specific Loss.

Table of Losses

Loss	Benefit Amount
Loss of Both Hands or Both Feet	100% of the Impairment Principal Sum
Loss of One Hand and One Foot	100% of the Impairment Principal Sum
Complete Loss of Speech	100% of the Impairment Principal Sum
Complete Loss of Hearing in Both Ears	100% of the Impairment Principal Sum
Loss of One Arm or One Leg	75% of the Impairment Principal Sum
Loss of One Hand	50% of the Impairment Principal Sum
Loss of One Foot	50% of the Impairment Principal Sum
Loss of Thumb or Index Finger of Either Hand	25% of the Impairment Principal Sum
Loss of Second, Third or Fourth Finger of Either Hand	12.5% of the Impairment Principal Sum
Loss of any Joint on Either Finger or Toe	6.25% of the Impairment Principal Sum

II.B. VISION IMPAIRMENT BENEFIT

If an Insured Person suffers a vision impairment due to a Covered Injury or Covered Illness, the Company will pay a Vision Impairment Benefit for each impaired eye. The amount of the Vision Impairment Benefit for each eye shall be the product of the Percentage of Vision Impairment Principal Sum corresponding to the Degree of Vision Impairment as shown below, multiplied by the Vision Impairment Principal Sum shown in the *Policy Schedule of Benefits*.

If an Insured Person's sight was less than 20/20 before the Covered Injury or Covered Illness the Company will measure the vision impairment based upon the additional impairment measured after the Covered Injury or Covered Illness. Loss of Sight means the permanent, irrecoverable loss of the entire sight in that eye.

Vision Impairment Chart

Degree of Vision Impairment	Percentage of Vision Impairment Principal Sum Payable for Each Eye
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%

Degree of Vision Impairment	Percentage of Vision Impairment Principal Sum Payable for Each Eye
20/150	36.00%
20/180	45.50%
20/200 or worse	50.00%
Loss of Sight of Both Eyes (20/200 or worse in both eyes)	100%
Loss of Sight of One Eye (20/200 or worse)	50.00%

II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT

If an Insured Person suffers Cosmetic Disfigurement from Burns as a result of a Covered Injury, the Company will pay a benefit payable based on the following formula:

- determination of the Area Classification Factor for the burned area as set forth in the Cosmetic Burns Schedule as shown below;
- the Area Classification Factor is multiplied by the percentage of body surface actually burned, up to the Maximum Allowable Percentage for Area Surface Burned for each Area Classification Factor as shown on the Cosmetic Burns Schedule, and as determined by the attending Physician; and
- steps 1 and 2 above determine a percentage, which is then multiplied by the Cosmetic Disfigurement from Burns Principal Sum as shown on the *Policy Schedule of Benefits*.

This benefit will be paid in addition to any other benefit payable under this Policy with the exception of a benefit paid under the Dismemberment, Loss of Speech or Hearing Benefit for the same area burned.

If an Insured Person suffers burns in more than one area as a result of any one Covered Activity, the calculation above shall be performed for each burned area. The maximum amount payable under this benefit shall not exceed 100% of the Cosmetic Disfigurement from Burns Principal Sum.

Cosmetic Burns Schedule

Body Part	Area Classification Factor	Maximum Allowable Percentage for Area Surface Burned	Percentage of Cosmetic Disfigurement From Burns Principal Sum *
Face, Neck, Head	11	9%	100%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18%	36%
Torso (Back)	2	18%	36%
Thigh (Right)	1	9%	9%
Thigh (Left)	1	9%	9%
Lower Leg (Right/below knee)	3	9%	27%
Lower Leg (Left/below knee)	3	9%	27%

*The percentage shown is based on 100% of the Body Part identified being burned.

II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT

If an Insured Person suffers a Covered Injury or Covered Illness that results in a Permanent Physical Impairment of a body part, the Company will pay a Permanent Physical Impairment Benefit as shown on the *Policy Schedule of Benefits*.

The amount of the Permanent Physical Impairment Benefit will be determined by the product of the impairment percentage assigned by an examining Physician of Our choice, multiplied by the Permanent Physical Impairment Principal Sum. The impairment value shall be expressed as a percentage, taking into account the body part(s) permanently impaired as that part(s) relates to an Insured Person's whole person. The examining Physician will determine the impairment percentage by using the American Medical Association's "Guide to Evaluation of Permanent Impairment" most current at the time of the claim.

If an Insured Person had a pre-existing physical impairment prior to the Covered Injury or Covered Illness, the impairment value of the pre-existing physical impairment will be deducted from the impairment value calculated after the Covered Injury or Covered Illness in order to determine the amount of the Permanent Physical Impairment Benefit.

If an Insured Person suffers a Covered Injury or Covered Illness that results in over 90% Permanent Physical Impairment, the Company will pay 125% of the Permanent Physical Impairment Benefit as shown on the *Policy Schedule of Benefits*.

II.E. FELONIOUS ASSAULT BENEFIT

If an Insured Person suffers a Covered Injury as a result of a Felonious Assault that is directed at the Insured Person while participating in a Covered Activity, the Company will pay an additional benefit as shown on the *Policy Schedule of Benefits* if any of the following benefits are payable for the same Covered Injury:

- Covered Injury Death Benefit;
- Dismemberment, Loss of Speech or Hearing Benefit;
- Vision Impairment Benefit;
- Cosmetic Disfigurement From Burns Benefit;
- Covered Injury Permanent Physical Impairment Benefit;
- Paralysis Benefit; or
- After 26 consecutive weeks of Weekly Total Disability or Partial Disability Benefits, beginning after the end of the 26th week, the Company will pay an additional weekly benefit as shown in the *Policy Schedule of Benefits*.

II.F. IMPAIRMENT MODIFICATION BENEFIT

If, due to Total Disability or Partial Total Disability, an Insured Person sustains a permanent physical limitation or impairment that poses a safety risk or inhibits an Insured Person's ability to maintain independence in his or her current transportation or living situation, the Company will pay the reasonable cost of the following Impairment Modifications:

1. alterations to an Insured Person's residence to make it wheelchair accessible and/or habitable; and
2. modifications necessary to a motor vehicle, owned by an Insured Person, to make the vehicle accessible or operable for an Insured Person.

The Impairment Modifications:

1. must be subject to a written agreement between the Insured Person and the Company which includes the costs and reasons for the modifications;
2. do not include charges that would not have been absent insurance; and
3. only include amounts incurred by the Insured Person for which he or she is not reimbursed by another source.

II.G. PARALYSIS BENEFIT

If an Insured Person suffers Paralysis resulting from a Covered Injury or Covered Illness, the Company will pay a Paralysis Benefit, provided that the Paralysis occurs within the time period from the Covered Injury or Covered Illness shown on the *Policy Schedule of Benefits*. The Benefit Amount is based on the type of Paralysis and shall be equal to the benefit percentage for that type of Paralysis shown below multiplied by the Paralysis Principal Sum shown in the *Policy Schedule of Benefits*.

<u>Paralysis</u>	<u>Benefit Amount</u>
Quadriplegia	125% of the Paralysis Benefit Principal Sum
Paraplegia	75% of the Paralysis Benefit Principal Sum
Hemiplegia	75% of the Paralysis Benefit Principal Sum
Uniplegia	75% of the Paralysis Benefit Principal Sum

Section III: INCOME PROTECTION BENEFITS

III.A. WEEKLY TOTAL DISABILITY BENEFITS

III.A.i. COVERED INJURY MINIMUM WEEKLY TOTAL DISABILITY BENEFIT

If an Insured Person is Totally Disabled as the result of a Covered Injury, the Company will pay the Minimum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*. The Weekly Total Disability Benefit shall be payable for a period up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Injury.

III.A.ii. COVERED ILLNESS MINIMUM WEEKLY TOTAL DISABILITY BENEFIT

If an Insured Person is Totally Disabled as the result of a Covered Illness, the Company will pay the Minimum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*. The Weekly Total Disability Benefit shall be payable for a period up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Illness.

III.A.iii. COVERED INJURY WEEKLY EARNED INCOME REPLACEMENT BENEFIT

If an Insured Person is Totally Disabled as a result of a Covered Injury and the Minimum Weekly Total Disability Benefit Amount is being paid, the Company will pay a Covered Injury Weekly Earned Income Replacement Benefit.

The amount of the Covered Injury Weekly Earned Income Replacement Benefit shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. the Covered Injury Minimum Weekly Total Disability Benefit Amount; and
- c. the Loss of Earnings Coverage.

In no event will the Covered Injury Weekly Earned Income Replacement Benefit exceed the Maximum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*.

The Covered Injury Weekly Earned Income Replacement Benefit will be paid for the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Injury.

III.A.iv. COVERED ILLNESS WEEKLY EARNED INCOME REPLACEMENT BENEFIT

If an Insured Person is Totally Disabled and the Covered Illness Minimum Weekly Total Disability Benefit is being paid, the Company will pay a Covered Illness Weekly Earned Income Replacement Benefit.

The amount of the Covered Illness Weekly Earned Income Replacement Benefit shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. the Covered Illness Minimum Weekly Total Disability Benefit Amount; and
- c. the Loss of Earnings Coverage.

In no event will the Covered Illness Weekly Earned Income Replacement Benefit exceed the Maximum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*.

The Covered Illness Weekly Earned Income Replacement Benefit will be paid for the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Illness.

III.B. PARTIAL DISABILITY BENEFIT

If an Insured Person suffers a Covered Injury or Covered Illness that results in a Partial Disability, the Company will pay a Partial Disability Benefit, as provided on the *Policy Schedule of Benefits*, if an Insured Person returns to any Reasonable Occupation at lower rate of Weekly Earned Income than he or she was earning prior to becoming Totally Disabled or Partially Disabled.

The Weekly Benefit Amount shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. earnings from any Reasonable Occupation; and
- c. the Loss of Earnings Coverage.

In no event will the Partial Disability Benefit exceed the Maximum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*.

The Partial Disability Benefit will be paid for the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Partially Disabled as a result of the Covered Injury or Covered Illness.

III.C. COST OF LIVING ADJUSTMENTS

After each Review Date, the Company will make Cost of Living Adjustments as set forth below:

If only the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit is payable, the Company will increase the benefit then payable by the greater of (a) 5% or (b) the CPI-U at the time. In no event will the increase exceed 8%.

If the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit and the Covered Injury or Covered Illness Weekly Earned Income Replacement Benefits are payable, the Company will increase the combined benefit then payable by the greater of (a) 5% or (b) the CPI-U at the time, of the Weekly Earned Income at the time the Insured Person's Disability began. In no event will the increase exceed 8%.

If, for 52 consecutive weeks, disability benefits are payable through a combination of the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit, Covered Injury or Covered Illness Weekly Earned Income Replacement Benefit, Partial Disability Benefits, or only Partial Disability Benefits, the company will increase the average weekly benefit paid during the prior 52 weeks by the greater of (a) 5% or (b) the CPI-U at the time. In no event will the increase exceed 8%.

These adjustments will be made after each Review Date and will be compounded. Any increased benefits apply to the 52 weeks of continuous disability immediately following the date of adjustment. In no event will any computed benefit exceed three (3) times the Maximum Covered Injury or Covered Illness Weekly Total Disability Benefit Amount shown on the *Policy Schedule of Benefits*.

III.D. FIRST WEEK TOTAL DISABILITY BENEFIT

For the first week that an Insured Person is Totally Disabled due to a Covered Injury or Covered Illness, the Company will pay a First Week Disability benefit that shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit;
- c. the Covered Injury or Covered Illness Weekly Earned Income Replacement Benefit; and
- d. Loss of Earnings Coverage.

In no event will the First Week Total Disability Benefit exceed the Maximum First Week Disability Benefit Amount shown on the *Policy Schedule of Benefits*.

To the extent that the calculation above results in no loss of Weekly Earned Income, no First Week Total Disability Benefit will be payable. This benefit shall be payable based on actual loss of Weekly Earned Income per day not to exceed the First Week Disability Benefit shown on the *Policy Schedule of Benefits*.

III.E. TRANSITION BENEFIT

If an Insured Person is given a release to return to his or her primary employer after having received Weekly Total Disability Payments, Earned Income Replacement Weekly Total Disability Payments, or Partial Disability Payments under this Policy for a Covered Injury or Covered Illness, but his or her primary employer has terminated his or her employment due to the Covered Injury or Covered Illness that led to the Total Disability or Partial Disability, the Company will continue to pay disability benefits previously payable under this Policy for a period of up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits* while an Insured Person seeks employment.

III.F. RETRAINING BENEFIT

If an Insured Person, as a result of a Covered Injury or Covered Illness, cannot find and maintain a Regular Occupation, the Company will pay for the Insured Person to enroll in an institution of higher learning or professional or trade training program, subject to the following conditions:

- the Company must approve the program in advance, which must be designed to teach or train the Insured Person with skills to obtain a Reasonable Occupation;
- the Company and Insured Person must enter into a written agreement detailing the program, costs and expected progress of the Insured Person; and
- the Company will review the program and the progress of the Insured Person at the end of each of the institution's term and will only continue to pay for the program if it meets the goals set out at the beginning of the program.
- The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*. The Company shall not pay for expenses incurred by the Insured Person for which he or she is reimbursed by another source.
- Participation in the program by an Insured Person will not, in and of itself, be considered a recovery from a Total Disability or Partial Disability. Benefits for disability will continue as provided by the Policy while an Insured Person is actively participating in the program.

EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS

In addition to the Exclusions provided under the Policy, no Income Protection Benefits shall be payable in the following instances, unless coverage is specifically provided:

1. during the Insured Person's incarceration in a penal or corrections institution. Payments may resume after incarceration as long as the Insured Person remains Totally Disabled and remains covered under the Policy; or
2. the Insured Person is not receiving Appropriate Care.

LIMITATIONS

1. Total Disability or Partial Disability claims resulting from athletic events that are not Organized League Athletic Events will be limited to a maximum period of up to 156 weeks.
2. In no event will benefits be payable to an Insured Person for more than one disability at the same time.
3. An Insured Person may reopen his or her claim at any time up to 5 years following a period of Total Disability or Partial Disability for either Covered Injuries or Covered Illnesses for which payments were made under this Policy.
4. If an Insured Person is covered by multiple Accident Policies issued by the Company, the total amount of Income Protection Benefits payable under all policies will be a weekly benefit amount up to a maximum of \$1,000.

Section IV: MEDICAL EXPENSE BENEFITS

IV. A. MEDICAL EXPENSE BENEFIT

The Company will pay 100% of the Reasonable and Customary Charges for the Covered Medical Expenses incurred by an Insured Person as a result of a Covered Injury or Covered Illness. The amount payable will be subject to the following conditions and limitations:

- The Company shall not pay more than the Maximum Medical Expense Benefit Amount shown on the *Policy Schedule of Benefits* for all Covered Medical Expenses resulting from the same Covered Injury or Covered Illness.
- The Company may have a different Maximum Medical Expense Benefit Amount depending on whether the Covered Medical Expenses result from a Covered Injury or Covered Illness. The different amounts, if any, are contained on the *Policy Schedule of Benefits*.

IV. B. PLASTIC SURGERY EXPENSE BENEFIT

If the Insured Person incurs expenses that exceed the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit as shown on the *Policy Schedule of Benefits*, the Company shall provide an additional amount for Covered Medical Expenses incurred for plastic surgery that is Medically Necessary due to a Covered Injury. The additional amount is a percentage of the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit and is shown on the *Policy Schedule of Benefits*.

EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT

In addition to the Exclusions provided under the Policy, no Medical Expense Benefit or Plastic Surgery Expense Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. benefits paid or payable under any Workers' Compensation Act or similar law, or under any no fault automobile insurance plan or similar law. If an Insured Person settles a Workers' Compensation claim, including medical expenses under Workers' Compensation, medical expenses rising from the injury or occupational disease that led to the Workers' Compensation claim will be deemed to be payable under Workers' Compensation for purpose of determining Covered Medical Expenses; or
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.

Other exclusions that apply to this benefit are in the General Exclusions section.

Section V: ADDITIONAL BENEFITS

V.A. DAILY HOSPITAL CONFINEMENT AND OUTPATIENT TREATMENT BENEFIT

If, due to a Covered Injury or Covered Illness, an Insured Person is admitted to a Hospital on an Inpatient basis, the Company will pay the Daily Benefit Amount shown on the *Policy Schedule of Benefits* for each full day an Insured Person is confined as an Inpatient to the Hospital. The number of days payable under this benefit will not exceed the Maximum Benefit Period for Hospital confinement shown on the *Policy Schedule of Benefits*.

Treatment after Discharge

If, after a period of being confined as an Inpatient in a Hospital due to a Covered Injury or Covered Illness, an Insured Person requires Outpatient physical therapy, rehabilitation or follow-up Physician visits for the treatment of the Covered Injury or Covered Illness, the Company will pay the Daily Benefit Amount for each day of such Outpatient treatment. The number of days payable under this benefit will not exceed the Maximum Benefit Period for treatment after discharge shown on the *Policy Schedule of Benefits*. The Company will only make one payment per day, regardless of the number of appointments an Insured Person attends on any given day.

Treatment without Hospital Confinement

If, due to a Covered Injury or Covered Illness, an Insured Person does not require confinement as an Inpatient in a Hospital, but does require Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, the Company will pay the Daily Benefit Amount shown on the *Policy Schedule of Benefits* for each day of such Outpatient treatment. The number of days payable under this benefit will not exceed the Maximum Benefit Period for treatment without Hospital confinement shown on the *Policy Schedule of Benefits*. The Company will only make one payment per day, regardless of the number of appointments an Insured Person attends on any given day.

V.B. DAILY CRITICAL CARE BENEFIT

If, due to a Covered Injury or Covered Illness, an Insured Person is Hospital confined to an intensive care, trauma, critical care, burn or similar specialty unit, the Company will pay the Daily Benefit Amount shown in the *Policy Schedule of Benefits* for each full day of such confinement. The number of days payable under this benefit will not exceed the Maximum Benefit Period shown on the *Policy Schedule of Benefits*. This payment is in lieu of the Daily Hospital Confinement Benefit.

V.C. FAMILY EXPENSE BENEFIT

If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes an Immediate Family Member or a significant other to accompany an Insured Person for treatment or to help treat an Insured Person, the Company will pay the following reasonable expenses actually incurred by the Immediate Family Member or significant other and not reimbursed by another source: loss of wages, out of pocket expenses, hotel accommodations, parking, childcare or other expenses reasonably related to treatment or care of the Insured Person. The most the Company will pay under this benefit is the Maximum Family Expense Benefit Amount shown on the *Policy Schedule of Benefits*.

V.D. OCCUPATIONAL REHABILITATION BENEFIT

If an Insured Person is receiving Weekly Total Disability Benefits or Partial Disability Benefits, he or she may be eligible for a rehabilitation program. The Company will pay up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits* for the program as set forth in a written agreement. The goal of the rehabilitation program will be to return an Insured Person to the workforce in a Reasonable Occupation for which he or she is reasonably suited considering the Covered Injury or Covered Illness sustained.

The Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other services. The other services and expenses that might be provided may include:

- coordination of physical rehabilitee and medical services;
- financial and business planning;
- vocational evaluation and transferable skills analysis;
- career counseling and retraining;
- labor market surveys and job placement services; and
- evaluation of necessary worksite modifications and adaptive equipment and may include work on a part time basis.

The Company can periodically review the program and an Insured Person's progress. The Company will continue to pay for the program as long as the Company determines that the program is helping an Insured Person return to the workforce.

An Insured Person's participation in a rehabilitation program will not, in and of itself, be considered a recovery from Total Disability or Partial Disability. Benefits for Weekly Total Disability or Partial Disability will continue as provided by the Policy while an Insured Person is actively participating in the program.

V.E. MENTAL STRESS MANAGEMENT BENEFIT

If an Insured Person suffers psychiatric or mental stress illness as a direct result of either being actively engaged in a single emergency incident or repeated active engagement in emergency incidents as a member of the Sponsoring Organization, the Company will pay a Mental Stress Management Benefit, in accordance with Sections III, IV and V of this Policy, subject to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*. The Insured Person must be receiving care by a Physician properly licensed to provide such care and the care must be appropriate for the condition causing the psychiatric or mental stress.

V.F. TRAUMATIC INCIDENT BENEFIT

The Company will pay the reasonable expenses for the services provided by a Traumatic Incident Stress Management Team if such services are requested and authorized by the Sponsoring Organization as a result of a Traumatic Incident. Expenses must be incurred within the time specified on the *Policy Schedule of Benefits* and are subject to the Traumatic Incident Aggregate Maximum Benefit Amount shown on the *Policy Schedule of Benefits*. The Traumatic Incident Aggregate Maximum Benefit Amount is the maximum that will be paid per Traumatic Incident, regardless of the number of Insured Persons treated.

V.G. HEALTH INSURANCE PREMIUM BENEFIT

If medical or health insurance premiums previously paid by the Insured Person's employer have been discontinued as a result of an Insured Person's Covered Injury, Covered Illness, Total Disability or Partial Disability, disability benefits are paid under this Policy, and the Insured Person incurs out of pocket costs for those medical or health insurance premiums, the Company shall pay the amount the Insured Person's employer previously paid for those medical or health insurance premiums. The Company will not pay more than the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*.

This benefit is not payable if: 1) the Sponsoring Organization provides health insurance benefits for the Insured Person; or 2) the Insured Person provided and paid for their own health insurance benefits.

If the Insured Person was responsible for any portion of the medical or health insurance premium prior to the Covered Injury or Covered Illness, that portion of the medical or health insurance premium will not be paid under this benefit.

CLAIMS PROVISIONS

CLAIM FORMS

Our administrator will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made. The notice should include the Insured Person's name, the Sponsoring Organization's names and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

NOTICE OF CLAIM

A written incident report must be made to the Sponsoring Organization or Our administrator within 20 days, or as soon as reasonably possible, after the Covered Activity that may give rise to a loss under this Policy. Written notice of claim must be given to Our administrator within 20 days after the occurrence or commencement of the Insured Person's Covered Injury or Covered Illness or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company or to its designated authorized agent, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

PROOF OF LOSS

In case of a claim for loss of time from disability, written proof of loss must be furnished within ninety (90) days of the date of such loss, or as soon as reasonably possible. Subsequent written proof of the continuance of such disability must be furnished at such time, in such manner and at such place as We may reasonably require.

For any loss other than a disability loss, written proof of loss must be furnished within ninety (90) days after such loss, or as soon as reasonably possible.

Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

PAYMENT OF CLAIMS

All benefits will be paid in United States currency. After We received written proof of loss of time due to disability, disability benefits payable under the Policy for loss of time will be paid monthly during the continuance of the period for which the Company is liable. Benefits for any other loss covered by this Policy will be paid not more than 60 (sixty) days after proof of loss is received. The balance of any unpaid benefits at the termination of the period for which the Company is liable will be paid as soon as possible after receipt of proof. Any payment We make in good faith will end Our liability to the extent of the payment of loss of life claims.

TIME OF PAYMENT OF CLAIM

Benefits payable under this Policy for any loss other than loss for which the Policy provides any periodic payments will be paid immediately upon receipt of due written proof of such loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

The payment of benefits for any type of loss, other than loss of life, will be payable to an Insured Person.

PAYMENT OF LOSS OF LIFE CLAIMS

Upon receipt of due written proof of death, unless otherwise indicated in specific benefit, benefits for a loss of life claim will be paid to the beneficiary named by an Insured Person when he or she or she became covered under this Policy. If no such beneficiary [designation or] provision is then effective, such indemnity shall be payable to the estate of the Insured Person. An Insured Person has the right to change his or her beneficiary at any time by completing a form, approved by us, and submitting it to the Sponsoring Organization. The new beneficiary designation will be effective as of the date an Insured Person signed the required form. However, if We have taken any action or made any claim payment before the Sponsoring Organization receives an Insured Person's request to change his or her beneficiary, that change will not go into effect.

Any other accrued indemnities unpaid at the Insured Person's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

If payment is made to the estate of the Insured Person or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity up to an amount not exceeding \$1000 to any relative by blood or connection by marriage of the Insured Person or beneficiary who, in the Company's opinion is deemed equitably entitled thereto.

If an Insured Person does not name a beneficiary or names more than one beneficiary but does not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before an Insured Person, or the share of a beneficiary who is disqualified will pass to any surviving beneficiaries in the order designated by an Insured Person.

If an Insured Person does not name a beneficiary, or if a named beneficiary is disqualified, or if all named beneficiaries die before an Insured Person, We have the option of paying death benefits to an Insured Person's estate or surviving family members in the order listed below:

1. Spouse ;
2. child or children, equally if living [, otherwise to their descendants per stirpes];
3. mother or father, equally or to the survivor; or
4. sisters or brothers, equally or to the survivor or survivors.

COOPERATION OF THE INSURED PERSON

Coverage under this Policy may terminate for any Insured Person who fails to cooperate with the Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

RIGHT TO OFFSET

If We determine that an overpayment of any benefit payable under this Policy has been made to an Insured Person due to fraud or any error We make in processing a claim, We reserve the right to:

1. offset said overpayment against any amounts otherwise payable to an Insured Person;
2. request reimbursement from an Insured Person for any overpayment made; or
3. bring legal action against an Insured Person to recover any overpayment.

RIGHT OF RECOVERY

If an Insured Person incurs expenses due to a Covered Injury or Covered Illness and the loss is caused by the act or omission of another person, an Insured Person may have a claim against the other person. If recovery is made, an Insured Person must repay us the recovery made from: (1) the other person; or (2) the other person's insurer. We will only have such right against excess funds and only if an Insured Person is made whole.

This right of recovery provision also applies when an Insured Person receives payment under an uninsured or underinsured motorist insurance policy or plan.

PHYSICAL EXAMINATION AND AUTOPSY

We, at Our expense, have the right to have an Insured Person examined as often as is reasonable while a claim is pending. We may also request to have an Insured Person examined, at Our expense, as proof of continued loss. We reserve the right to select the examiner. In the case of death, We may request to have an autopsy performed where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after the required proof of loss is furnished in accordance with the terms of this Policy. No action shall be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by the Policy.

LEGAL EXPENSE

If, while receiving benefits under this Policy, an Insured Person incurs legal expenses for the denial or appeal of a Workers' Compensation claim related to Covered Injury or Covered Illness with the in-force Workers' Compensation carrier, We will reimburse an Insured Person for such expenses up to a maximum of \$1,000. In no event will benefits be payable for liability, negligence or any other related lawsuit or action other than those specifically stated in this Policy. This benefit is payable for up to one (1) year following the date of the Covered Activity.

SUBROGATION

The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured Person from anyone liable for the covered loss. If the Insured Person recovers from anyone liable for the covered loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured Person. The Insured Person agrees to assist the Company in preserving its rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by the Company.

ARBITRATION

Any contest to a claim denial under this Policy will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the Insured Person or person claiming to be the beneficiary. The arbitrators(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the Insured Person or the person claiming to be the beneficiary is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if this Policy is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of any individual or class action lawsuit brought by the Insured Person, his or her legal representatives, or beneficiary.

COORDINATION OF BENEFITS

The Coordination of Benefits (COB) provision applies when an Insured Person has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

Plan means any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the Insured Person has health care coverage under more than one Plan. When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

Allowable Expense means a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the Insured Person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the Insured Person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an Insured Person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
2. If an Insured Person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If an Insured Person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If an Insured Person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
5. The amount of any benefit reduction by the Primary Plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan means a Plan that provides health care benefits to Insured Persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent means the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

ORDER OF BENEFIT DETERMINATION RULES

When an Insured Person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.
(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the Insured Person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the Insured Person as a dependent is the Secondary plan. However, if the Insured Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the Insured Person as a dependent; and primary to the Plan covering the Insured Person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the Insured Person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent Child is covered by more than one Plan the order of benefits is determined as follows:

(a) For a Dependent Child whose parents are married or are living together, whether or not they have ever been married:

The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or

If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(b) For a Dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the Dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the Dependent Child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent Child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the Dependent Child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the Custodial Parent;
- The Plan covering the Spouse of the Custodial Parent;
- The Plan covering the non-Custodial Parent; and then
- The Plan covering the Spouse of the non-Custodial Parent.

(c) For a Dependent Child covered under more than one Plan of individuals who are the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers an Insured Person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same Insured Person as a retired or laid-off employee is the Secondary Plan. The same would hold true if an Insured Person is a dependent of an active employee and that same Insured Person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If an Insured Person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the Insured Person as an employee, member, subscriber or retiree or covering the Insured Person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the Insured Person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the Insured Person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

Effect on The Benefits of This Plan

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.
- B. If an Insured Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must provide any facts needed to apply these rules and determine benefits payable.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, The Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made under this Policy is more than should have been paid under this COB provision, The Company may recover the excess from one or more of the persons paid or for whom benefits have been paid; or from any other person or organization that may be responsible for the benefits or services provided for the Insured Person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

PREMIUMS AND RENEWALS PROVISIONS

POLICY TERM AND RENEWAL

The first term of this Policy starts on the Effective Date shown on the *Policy Schedule of Benefits* and ends on the Expiration Date, also shown on the *Policy Schedule of Benefits*. The Policy will remain in effect for the duration of the Policy Term if the premium is paid according to the agreed upon terms. Later terms will be the periods for which the Sponsoring Organization pays renewal premiums agreed upon when due. All terms will begin and end at 12:01 A.M., Standard Time, at the location of the Sponsoring Organization.

The Company or the Sponsoring Organization may terminate this Policy on any anniversary of the first Renewal Date by giving the other party written notice at least thirty (30) days prior to that date. In that event, this Policy will terminate on the specified anniversary date at 12:01 A.M., Standard Time. Any premium rate guarantee will not affect the Company's or the Sponsoring Organization's right to terminate this Policy. Termination or nonrenewal will be without prejudice to the rights of any Insured Person with respect to any benefits payable under this Policy that began while this Policy was in force.

PREMIUMS

Premiums are paid at the Company's Home Office or to the Company's authorized agent. Any premium remitted by the Sponsoring Organization to its agent or broker will not be considered paid until it is received by us at Our office. If any premium is not paid when due, this Policy will be cancelled at the end of the last period for which premium was paid, except as provided in the Grace Period provision.

The first premium is due on the Effective Date shown on the *Policy Schedule of Benefits*. The renewal premium for each term will be due on the day the preceding term ends, subject to the Grace Period, unless the Sponsoring Organization and the Company agree to another mode of premium payment.

We may change the premium rate on any Renewal Date of this Policy or whenever the terms or conditions of the Policy are changed.

PREMIUM RATE CHANGES

The Company may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Sponsoring Organization. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change;
2. the number of Insured Persons or Eligible Persons for coverage increases or decreases by more than 25% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 25% or more the number of Insured Persons;
5. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under this Policy.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

GRACE PERIOD

A grace period of thirty-one (31) days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Sponsoring Organization has given written notice of discontinuance in advance of the premium due date and in accordance with the Policy Term and Renewal provision.

Any renewal premium due must be paid, to Us, within the grace period following the renewal premium due date. If renewal premium is not paid within the thirty-one (31) day grace period, this Policy will automatically terminate at the end of the grace period. The Sponsoring Organization will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

PREMIUM AUDIT

The Company will have the right to audit books and records of the Sponsoring Organization at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

REINSTATEMENT

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Sponsoring Organization satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

GENERAL PROVISIONS

ENTIRE CONTRACT

This Policy, including the application (if any) and any attached amendments, endorsements, riders and/or attached papers represents the entire contract between the Policyholder, the Sponsoring Organization and the Company. All statements made by the officers or trustees of the Sponsoring Organization shall, in the absence of fraud, be deemed representations and not warranties. No statement made by an Insured Person will be used in any contest under this Policy unless a copy of the statement is furnished to the Insured Person, or in the event of death or incapacity of the Insured Person, to the Insured Person's beneficiary or personal representative. No change in this Policy will be effective until approved by one of Our officers. This approval must be in writing and endorsed on or attached to this Policy. No agent can change this Policy or waive any of its provisions.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy which is in conflict with the requirements of any state or federal law that applies to this Policy is changed to conform to the minimum requirements of such laws. Premiums may be changed, in accordance with the Premium Rate Change provision, to reflect these requirements.

WORKERS' COMPENSATION

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law. This Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

ADDITION OF NEW INSURED PERSONS

All Insured Persons added to the Classes of Eligible Persons in the *Policy Schedule* are eligible for insurance under this Policy.

ASSIGNMENT

The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if the Company receives it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Injury or Covered Illness. Any other attempt to assign will be void.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

CLERICAL ERROR

An Insured Person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

EXAMINATION OF THE POLICY

This Policy will be available for inspection at the Sponsoring Organization's office during regular business hours.

TIME LIMIT ON CERTAIN DEFENSES

The validity of the Policy will not be contested after it has been in force for three years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.

Absent a showing of intentional fraud, no statement made by any Insured Person relating to insurability shall be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of three (3) years during the person's lifetime nor unless the statement is contained in a written instrument signed by the person making the statement.

However, the Company may contest coverage at any time based upon the Insured Person's ineligibility for coverage under the Policy or upon other provisions in the Policy.

MISSTATEMENT OF FACT

If the Sponsoring Organization has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

NONCOMPLIANCE WITH POLICY REQUIREMENTS

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

RECORDS

The Sponsoring Organization or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Sponsoring Organization's records relating to the insurance under this Policy at any reasonable time. The Sponsoring Organization is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Sponsoring Organization will not be considered the actions of the Company.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

EFFECTIVE DATE FOR INDIVIDUALS

Insurance becomes effective for the Eligible Person on the latest of the following dates:

1. the Policy Effective Date; and
2. the date the person becomes eligible.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

EFFECTIVE DATE OF CHANGES

Any increase or decrease in the amount of insurance for the Insured Person resulting from a change in benefits provided by this Policy or a change in the Insured Person's covered class will take effect on the date of such change.

ELIGIBILITY

A person is eligible for insurance under this Policy when he or she meets the definition of Eligible Person shown in the *Policy Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though he or she may be eligible under more than one covered class.

TERMINATION OF INSURANCE

Insurance for the Insured Person will end on the earliest of:

1. the date the person is no longer in an Eligible Class; and
2. the date this Policy ends.

Termination does not affect a claim for a covered loss due to a Covered Injury or Covered Illness that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable benefit limit or maximums, as shown on the *Policy Schedule of Benefits*, have been paid.



HIPAA PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentiality of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However all of the ways that we may use or disclose PHI will fall within one of these categories.

Your Authorization: Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

For Payment: We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

For Health Care Operations: We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

For Treatment Activities: We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

To Others: You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

As Allowed or Required by Law: We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

YOUR HIPAA PRIVACY RIGHTS

Access to Your PHI

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

Amendments to Your PHI

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

Accounting for Disclosures of Your PHI

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing. We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

Restrictions on Uses and Disclosures of Your PHI

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

Confidential Communication of PHI

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

Right to a Copy of the Notice – You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

Potential Impact of Other Applicable Laws

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

Complaints

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

Contact Information

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at

Administrative Address:

AXIS Insurance Company
1 University Square Drive, Suite 200
Princeton, NJ 08540
888.870.AXIS (2947)

General questions - please send to USSales.AccHealth@axiscapital.com

Please include your name, address, plan sponsor, and policy number in any correspondence.

Effective June 1, 2011

OFAC NOTICE

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit AXIS Insurance Company from providing insurance, including, but not limited to, the payment of claims.

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

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

RESOLUTION NO. 2018-19 19

**A RESOLUTION TO ACCEPT AND ENTER INTO
CONTINUING SERVICES AGREEMENT WITH LOTUSLAND – LAKE COUNTY**

WHEREAS, the Board of Directors of the South Lake County Fire Protection District has reviewed attached Continuing Services Agreement with Lotusland – Lake County;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of South Lake County Fire Protection District hereby approves attached agreement for maximum amount of \$351,000 for three year term and authorizes the President of the Board of Directors to sign and execute said agreement.

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 21st day of May , 2019 by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

SOUTH LAKE COUNTY
FIRE PROTECTION DISTRICT

[SEAL]

DEVIN HOBERG
President, Board of Directors

ATTEST: _____
Gloria Fong
Clerk to the Board of Directors

LOTUSLAND



CONTINUING SERVICES AGREEMENT

BETWEEN

LOTUSLAND INVESTMENTS HOLDING INC.

AND

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

TABLE OF CONTENTS

1. PURCHASE ORDERS ...: 1

2. TERM I

3. COMPENSATION 2

4. PAYMENT 2

5. WARRANTY 2

6. CHANGES AND EXTRA SERVICES 3

7. DELAYS IN PERFORMANCE 3

8. PROJECT SITE 4

9. TERMINATION 4

10. INSURANCE 5

II. SUBCONTRACTING 6

12. ASSIGNMENT AND DELEGATION 6

13. LIABILITY INDEMNITY 7

14. DOCUMENTS 7

15. NON-DISCLOSURE OF INFORMATION 7

16. AUDITS AND DISPUTES 8

17. GOVERNING LAW 8

18. NOTICES 9

19. WAIVER 9

20. INVALIDITY OF PROVISIONS IO

21. INDEPENDENT CONTRACTOR IO

22. LAWS, REGULATIONS AND COMPANY RULES IO

23. SURVIVAL IO

24. ENTIRE AGREEMENT IO

25. AMENDMENTS 11

26. HEADINGS 11

27. BINDING EFFECT II

28. ATTORNEYS' FEES 11

29. SAFETY AND HEALTH PROGRAMS 12

30. LIENS 13

31. DRUGS, ALCOHOL AND WEAPONS 13

32. NON-PUBLICITY 13

33. COUNTERPARTS 14

APPENDIX A - CONTRACTOR EXECUTIVE ACKNOWLEDGEMENT LETTER

CONTINUING SERVICES AGREEMENT

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

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

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

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

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

1. PURCHASE ORDERS

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

2. TERM

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

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

3. COMPENSATION

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

4. PAYMENT

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

5. WARRANTY

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

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

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

6. CHANGES AND EXTRA SERVICES

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

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

7. DELAYS IN PERFORMANCE

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

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

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

8. PROJECT SITE

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

9. TERMINATION

9.1 Either party may terminate this Agreement (or any individual Purchase Order) upon seven (7) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement (or such Purchase Order) through no fault of the terminating party; provided that such notice shall specify in reasonable detail the nature of such substantial failure of performance; and further provided that if during such seven (7) day period such other party substantially remedies such performance, this Agreement (or such Purchase Order) shall not be terminated. However, the non-performing party shall not be relieved of the obligation to complete such performance or from liability for any damages caused to the other party by such failure of performance. This Agreement (including any or all Purchase Orders) may also be terminated by either party for its convenience without penalty or termination fee. LOTUSLAND - LAKE COUNTY may terminate upon ten (10) days' prior written notice to SLCFPD and SLCFPD may terminate upon sixty (60) days prior written notice to LOTUSLAND - LAKE COUNTY.

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

10. INSURANCE

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

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

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

11. SUBCONTRACTING

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

12. ASSIGNMENT AND DELEGATION

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

13. INDEMNITY AND LIMITATION OF LIABILITY

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

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

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

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

14. DOCUMENTS

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

15. NON-DISCLOSURE OF INFORMATION

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

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

16. AUDITS AND DISPUTES

16.1 LOTUSLAND - LAKE COUNTY reserves the right to audit, at any and all reasonable times, all records of SLCFPD (including SLCFPD's subcontractors) pertaining to the Services, including, without limitation, labor hours, computer usage, cost of materials, reimbursable expenses (if allowed) and any and all costs charged to LOTUSLAND - LAKE COUNTY, during, and for a period of two (2) years following, the term of this Agreement.

16.2 SLCFPD and LOTUSLAND - LAKE COUNTY shall make every attempt to resolve in an amicable way any dispute concerning the interpretation or the performance of this Agreement. Any dispute which cannot be resolved by the parties hereto shall be resolved in a court of competent jurisdiction unless the parties agree to arbitration or other alternative dispute resolution.

17. GOVERNING LAW

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

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

18. NOTICES

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

lfto LOTUSLAND - LAKE COUNTY

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

Attention: Contracts Analyst
Ph: 707-
Fx: 707-

lfto SLCFPD:

South Lake County Fire Protection District

P.O. Box 1360

21095 Highway 175

Middletown, CA 95461

Attention: Board President and Fire Chief

Ph: 707-987-3089

Fx: 707-987-9478

19. WANER

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

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

20. INVALIDITY OF PROVISIONS

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

21. INDEPENDENT CONTRACTOR

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

22. LAWS, REGULATIONS AND COMPANY RULES

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

23. SURVIVAL

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

24. ENTIRE AGREEMENT

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

25. AMENDMENTS

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

26. HEADINGS

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

27. BINDING EFFECT

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

28. ATTORNEYS' FEES

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

29. SAFETY AND HEALTH PROGRAMS

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

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

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

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

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

30. LIENS

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

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

31. DRUGS, ALCOHOL AND WEAPONS

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

32. NON-PUBLICITY

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

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

33. COUNTERPARTS

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

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

SLCFPD

LOTUSLAND - LAKE COUNTY

Name:

Name:

Title:

Title:

Date:

Date:

Signature _____

Signature _____

APPENDIX A

Contractor Executive Management Acknowledgment Letter

Dear LOTUSLAND - LAKE COUNTY:

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

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

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

Company:

Signed:

Name:

Title:

PURCHASE ORDER : _____

UNDER Continuing SERVICES AGREEMENT / WITH

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

(SLCFPD)

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

1. Project Services:

This Purchase Order relates to the following Project or Projects:

LOTUSLAND - LAKE COUNTY Enhanced Service Agreement:

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

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

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

\$9,750,00 month, to be paid forty-five (45) days from receipt of invoice. Total Not to exceed for this Purchase Order: \$117,000.00.

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

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

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

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

CONTRACTEE

CONTRACTOR

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (06/16)		Working Title of Position Fire Consultant, Lake County South Lake County Fire Protection District	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Division and/or Subdivision South Lake County Fire Protection District	
		Location of Headquarters 21095 Hwy 175, Middletown Ca. 95461	
		Class Title of Position Non Safety – Administrative – Fire Consultant	
		Position Number Schedule C – N/A	
		Effective Date 2019 - TBD - DRAFT	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
35%	Under the direct supervision of the North Division Chief, Lake County Operations, the Fire Consultant is responsible for guidance in Title 14 / PRC 4290 / CCR / State Laws / NFPA / USFA implementation of best practices in Lake County. The Lake County Fire Marshall who is also the Chief Building Official who is the AHJ and will have be the signature to all documents. The Fire Consultant works under the guidance and Leaders Intent of the County Fire Marshall for code finalized interpretation and signatory obligations.		
5%	Meets with land use planner, plans examiner, engineers, developers, consultants and builders on fire protection ordinances, regulations and recommendations. Recommends long, intermediate and short-range fire protection planning within the District. Provides input to Lake County Planning, Community Development Department relating to changes in the County General Plan and recommendations for long, intermediate and short-range fire protection planning for the county. Does site reviews and fire safe inspections continually in the field.		
20%	Trains inspection and clerical staff in Lake County to inspect and apply all fire safe practices as it applies to Title 14 / PRC 4290 / CCR / State Laws / NFPA / USFA.		
10%	Reviews environmental documents and makes comments on impacts to fire protection and prevention. Upon request, performs the duties of the County Fire Marshall in his/her absence. Produce weekly written staff and or research reports.		
20%	Maintains accurate records of time spent on projects so that developers can be billed for staff time. Provide information to County, Fire Department and Cooperators on a variety of fire protection planning issues. Provides fire department review of special event permits.		
10%	Writes multiple grants per year, attends Fire Safe Council, HOA/POA Meetings, Firewise, Fire Safe, JPA, BOD, BOS, MATH Et'al meetings including nights and weekends.		
	Facilitate Safety, Training, Orientation and documentation thereof to all subcontractors on the Project.		
Equal Employment Opportunity (EEO) Statement: All CAL FIRE employees are expected to conduct themselves in a professional manner that demonstrates respect for all employees and others they come in contact with during work hours, during work related activities, and anytime they represent the department. Additionally, all CAL FIRE employees are responsible for promoting a safe and secure work environment free from discrimination, harassment, inappropriate conduct, or retaliation.			
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
_____ Employee Signature		_____ Date	
_____ Supervisor Signature		_____ Date	

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT
PO-199 (06/16) - **PAGE 2**

Working Title of Position
Fire Consultant, Lake County
South Lake County Fire Protection District

Percentage of Time Required

Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.

The medical status of the incumbent requires that the incumbent be medically cleared. This clearance process consists of a comprehensive medical evaluation including a review of the incumbent's medical history, a complete physical examination, may include vision, hearing, spirometry, and exercise treadmill test.

*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.

Equal Employment Opportunity (EEO) Statement: All CAL FIRE employees are expected to conduct themselves in a professional manner that demonstrates respect for all employees and others they come in contact with during work hours, during work related activities, and anytime they represent the department. Additionally, all CAL FIRE employees are responsible for promoting a safe and secure work environment free from discrimination, harassment, inappropriate conduct, or retaliation.

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature

Date

Supervisor Signature

Date

EXHIBIT TBD, SCHEDULE A

LOCAL FUNDED - STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: South Lake County Fire Protection District

Index: 1400

PCA: 17500

Fiscal Year: **2017/18**

PERSONNEL SERVICES

PEACE OFFICER/FIREFIGHTER SALARIES			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	12.05%	TOTAL
1	Fire Consultant		12	5,299.00	63,588.00	7,662.35	71,250.35
	Monthly Medical Ins Stipend		12		-	500.00	6,000.00
					-	-	-
					-	-	-
					63,588.00	7,662.34	71,250.34

POF SALARIES 71,250.34

SAFETY SALARIES			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	60.99%	TOTAL
					-	-	-

SAFETY SALARIES -

MISC SALARIES			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	75.63%	TOTAL
					-	-	-

MISC SALARIES -

EXTENDED DUTY WEEK COMPENSATION			MONTHLY	TOTAL	RETIRE	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	POT	44.51%	TOTAL
1	Fire Consultant			2,926.00	-	-	-
					-	-	-
					-	-	-
					-	-	-

EDWC -

NIGHT DIFFERENTIAL			MONTHLY	TOTAL	RETIREMENT	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	60.99%	TOTAL
					-	-	-

NIGHT DIFFERENTIAL -

PARAMEDIC DIFFERENTIAL			MONTHLY	TOTAL	BENEFITS	SUB	
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	43.50%	TOTAL
					-	-	-
					-	-	-

PARAMEDIC DIFFERENTIAL -

South Lake County 18/19 Draft
Proposed Fire Consultant
March 2019

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

FIRE MISSION DIFFERENTIAL -

UNPLANNED OVERTIME				ANMOUNT	BENEFITS	SUB
					1.45%	TOTAL

UNPLANNED OT -

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

UNEMPLOYMENT -

TOTAL PERSONNEL SERVICES 71,250.34

MONTHLY 5,937.53
HOURLY 411.07

OPERATING EXPENSES

UTILITIES			MONTHLY	
FACILITY	TYPE	MONTHS	RATE	AMOUNT
				-

UTILITIES -

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

UNIFORMS 2,160.89

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

TRAVEL AND TRAINING 5,075.00

VEHICLES						
NO	OWNER	TYPE	DESC	RATE	MILES	AMOUNT
	District	Light Vehicle		0.580	5,000 per year	2,900.00
						-
						-

VEHICLES 2,900.00

TOTAL OPERATING EXPENSES 10,135.89

ADMINISTRATIVE CHARGE

	RATE		
	12.47%	of gross expenditures	81,386.23

ADMINISTRATIVE CHARGE 10,148.86

TOTAL - SCHEDULE A 91,535.09

South Lake County 18/19 Draft
Proposed Fire Consultant
March 2019

<i>TOTAL [17500(2) & 17500-1(2)]</i>	95,300.59
MONTHLY	7,941.72
HOURLY	45.82

EXHIBIT TBD, SCHEDULE A

LOCAL FUNDED - STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: South Lake County Fire Protection District

Index: 1400

PCA: 17500

Fiscal Year: **2017/18**

PERSONNEL SERVICES

PEACE OFFICER/FIREFIGHTER SALARIES				MONTHLY	TOTAL	BENEFITS	SUB
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	83.07%	TOTAL
1	Fire Consultant		6	5,299.00	31,794.00	26,411.28	58,205.28
					-	-	-
					-	-	-
					-	-	-
					31,794.00	26,411.27	58,205.27

POF SALARIES	58,205.27
---------------------	------------------

SAFETY SALARIES				MONTHLY	TOTAL	BENEFITS	SUB
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	60.99%	TOTAL
					-	-	-

SAFETY SALARIES	-
------------------------	----------

MISC SALARIES				MONTHLY	TOTAL	BENEFITS	SUB
NO	CLASS	PERIOD	MONTHS	RATE	SALARY	75.63%	TOTAL
					-	-	-

MISC SALARIES	-
----------------------	----------

EXTENDED DUTY WEEK COMPENSATION				MONTHLY	TOTAL	RETIRE	SUB
NO	CLASS	PERIOD	MONTHS	RATE	POT	44.51%	TOTAL
1	Fire Consultant		6	2,945.00	17,670.00	7,864.92	25,534.92
					-	-	-
					-	-	-
					17,670.00	7,864.92	25,534.92

EDWC	25,534.92
-------------	------------------

NIGHT DIFFERENTIAL				MONTHLY	TOTAL	RETIREMENT	SUB
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	60.99%	TOTAL
					-	-	-

NIGHT DIFFERENTIAL	-
---------------------------	----------

PARAMEDIC DIFFERENTIAL				MONTHLY	TOTAL	BENEFITS	SUB
NO	CLASS	PERIOD	MONTHS	RATE	DIFFERENTIAL	43.50%	TOTAL
					-	-	-
					-	-	-

PARAMEDIC DIFFERENTIAL	-
-------------------------------	----------

South Lake County 18/19 Draft
Proposed Fire Consultant
March 2019

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

FIRE MISSION DIFFERENTIAL -

UNPLANNED OVERTIME				ANMOUNT	BENEFITS	SUB
					1.45%	TOTAL
				10,000.00	145.00	10,145.00

UNPLANNED OT 10,145.00

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

UNEMPLOYMENT -

TOTAL PERSONNEL SERVICES 93,885.19

7,823.77
541.66

OPERATING EXPENSES

UTILITIES			MONTHLY	
FACILITY	TYPE	MONTHS	RATE	AMOUNT
				-

UTILITIES -

UNIFORM ALLOWANCE			MONTHLY	TOTAL	BENEFITS	TOTAL
	TYPE	MONTHS	RATE	ALLOWANCE	43.50%	
POF		6	138.34	830.04	361.07	1,191.11
				-	-	-
				830.04	361.07	1,191.11

UNIFORMS 1,191.11

TRAVEL AND TRAINING			RATE	
NO				AMOUNT
	Training - Travel - Tuition			5,000.00
	Target Solutions - Cal Fire	6	75.00	75.00
				-

TRAVEL AND TRAINING 5,075.00

VEHICLES			DESC	RATE	MILES	AMOUNT
NO	OWNER	TYPE				
	District	Light Vehicle		0.565	5,000 per year	2,825.00
						-
						-

VEHICLES 2,825.00

TOTAL OPERATING EXPENSES 9,091.11

ADMINISTRATIVE CHARGE

	RATE		
	12.79%	of gross expenditures	102,976.30

ADMINISTRATIVE CHARGE 13,170.67

TOTAL - SCHEDULE A 116,146.97

EXHIBIT TBD, SCHEDULE A

LOCAL FUNDED - STATE RESOURCES

FISCAL DISPLAY

PRC 4144

NAME OF LOCAL AGENCY: South Lake County Fire Protection District

Index: 1400

PCA: 17500

Fiscal Year: **2017/18**

PERSONNEL SERVICES

LOCAL GOV'T RATE/FLAT FEE NO CLASS	PERIOD	MONTHS	MONTHLY RATE	TOTAL SALARY	BENEFITS	SUB TOTAL
				-		-

AMADOR -

UNPLANNED OVERTIME	AMOUNT	BENEFITS 1.45%	SUB TOTAL
		-	-

UNPLANNED OT -

TOTAL PERSONNEL SERVICES -

OPERATING EXPENSES

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

UTILITIES 3,000.00

VEHICLES NO	OWNER	TYPE	RATE	MILES	AMOUNT
					-
					-

VEHICLES -

COMMUNICATIONS NO	TYPE	MONTHS	MONTHLY RATE	AMOUNT
1	Mobile Radios	all	12 14.00	168.00
1	Electronic Sirens	all	12 8.00	96.00
1	Portable Radios	all	12 7.00	84.00

UTILITIES 348.00

TOTAL OPERATING EXPENSES 3,348.00

ADMINISTRATIVE CHARGE

RATE

Draft Fiscal Sheets

12.47%

of gross expenditures

3,348.00

ADMINISTRATIVE CHARGE

417.50

***TOTAL* -**

3,765.50

EXHIBIT TBD, SCHEDULE A

LOCAL FUNDED - STATE RESOURCES

FISCAL DISPLAY

PRC 4144

NAME OF LOCAL AGENCY: South Lake County Fire Protection District

Index: 1400

PCA: 17500

Fiscal Year: **2017/18**

PERSONNEL SERVICES

LOCAL GOV'T RATE/FLAT FEE NO CLASS	PERIOD	MONTHS	MONTHLY RATE	TOTAL SALARY	BENEFITS	SUB TOTAL
				-		-

AMADOR -

UNPLANNED OVERTIME	AMOUNT	BENEFITS 1.45%	SUB TOTAL
		-	-

UNPLANNED OT -

TOTAL PERSONNEL SERVICES -

OPERATING EXPENSES

UTILITIES FACILITY	TYPE	MONTHS	MONTHLY RATE	AMOUNT
				-
Middletown Station	all	6	100.00	600.00
Office Supplies - Middletown	all	6	150.00	900.00

UTILITIES 1,500.00

VEHICLES NO	OWNER	TYPE	RATE	MILES	AMOUNT
					-
					-

VEHICLES -

COMMUNICATIONS NO	TYPE	MONTHS	MONTHLY RATE	AMOUNT
1	Mobile Radios	all	6 13.70	82.20
1	Electronic Sirens	all	6 8.29	49.74
1	Portable Radios	all	6 7.42	44.52

UTILITIES 176.46

TOTAL OPERATING EXPENSES 1,676.46

ADMINISTRATIVE CHARGE

RATE

Draft Fiscal Sheets

12.79%

of gross expenditures

1,676.46

ADMINISTRATIVE CHARGE

214.42

***TOTAL* -**

1,890.88



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: May 14, 2019
TO: Board of Directors
FROM: Gloria Fong
Staff Services Analyst
SUBJECT: CHANGE ORDER TO EMERGENCY GENERATOR PROJECT WITH R O CONSTRUCTION
FOR ADDITION OF \$4,000 FOR ALL KOHLER GENERATORS

Staff is recommending the Board approve subject change order. This approval will then allow R O Construction to proceed with the Emergency Generator Project.

R O Construction's proposal submitted last month (attached) included the lowest cost they could for additional price of \$12,000 to purchase all Kohler generators locally through Leete Generators in Santa Rosa. Upon further inquiry, lead times being offered by Leete to get generators to us is somewhat prohibitive. They are running several weeks for 20kW and 38kW units and up to 3 months for the 100kW.

In speaking with Big Canyon Electric, it seems that a good way forward is to order all Kohler through an alternate dealer out of Sacramento. In the event of an actual equipment warranty issue, Kohler would be contacted, and they would dispatch their people. In the event of a non-equipment issue, the Fire District would contact R O Construction directly. Project Warranty is (1) year, equipment is longer. R O Construction is offering the all Kohler change for additional price of \$4,000.

R O Construction's main interest in helping with the cost is having a relationship in place with a local dealer for the Fire District's benefit, for future service, repairs, etc.

Attachments



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: April 12, 2019
TO: Board of Directors
FROM: Gloria Fong
Staff Services Analyst
SUBJECT: PURCHASE AND INSTALLATION OF STATION GENERATORS

Based on discussion between staff, it is of their recommendation the Board approve Proposal 1, add Alternate #01 and add Alternate #02 for total of \$220,400 (\$192,400 + \$14,000 + \$14,000). In addition to this amount there is the one time Lake County Air Quality Management District permit cost of \$1,040 plus Community Development permitting cost, which is unknown at this time.

Proposal 1 replaces the Middletown station generator.

It is advisable to replace both Cobb's and Hidden Valley's generators. The generator at Cobb is too small to run the entire station. This was discovered during the Valley fire. The idea with the Hidden Valley is to upgrade the station when funds become available, and its generator will need to be replaced to sustain the kind of load for an upgrade to the station.

The funding increase request was for the \$232,400 amount which was Proposal 1, and all three Alternates. The State OES office has been contacted to find out the status of the funding increase request and no status has been received yet.

The Board is asked to consider approve Proposal 1, adding Alternate #01 and #02 for \$220,400, with use of fire mitigation fee funds, \$29,100 if funding increase is approved for matching and \$116,400 if funding increase isn't approved. The FEMA grant is 25/75 match. A portion (or \$26,000) of the 25 match is already in this FY budget. It had been transferred last FY when the District received approval of the FEMA grant. By doing what the Board is asked, staff may move forward should the State OES office contact us prior to the next meeting.

Attachments

Generator Follow Up

At Februarys BOD Meeting I was asked to follow up with permitting requirements for the new generators with the LCAQMD (Lake County Air Quality Management District). I spoke to the Director, Douglas Gearhart. He clarified the following:

Permit for each generator will be a one time \$260.00.

With the permit, you/wee agree to maintenance intervals and requirement from the Manufacturer.

Propane generators are clean burning and do not require reporting or annual renewal.

Diesel generators require reporting and annual renewal of \$200.00 each. (we are not getting diesel units)

There is no proposed or forecasted restrictions or changes in the next 5 years, or being discussed.

As long at the generator is FED approved, it is LCAQMD approved.

Summary for additional cost is \$1,040.00 to LCAQMD with no annual or recurring costs.

Mike Wink

Battalion Chief

Middletown Battalion



COUNTY OF LAKE

Administrative Office

Courthouse - 255 North Forbes Street
Lakeport, California 95453
Telephone: (707) 263-2580
Fax: (707) 263-1012
E-mail: Carol.Huchingson@lakecountyca.gov

CAROL J. HUCHINGSON
County Administrative Officer

March 12, 2019

California Governor's Office of Emergency Services
Hazard Mitigation Grants Program Unit
3650 Schriever Avenue
Mather, CA 95655
Attn: Concepcion Chavez

Subject: Hazard Mitigation Grant Program
FEMA-4240-DR-CA, Project #0049, FIPS #033-00000
Purchase and Installation of Generators

Dear Hazard Mitigation Grant Specialist,

On behalf of South Lake County Fire Protection District (SLCFPD), this is a formal request for funding increase to \$174,300 for the subject item.

SLCFPD is prepared to meet the matching requirement of \$58,100, available from its capital projects fund. A revised commitment letter is enclosed.

The overall increase is due to prevailing wages, bonding, insurance and infrastructure requirements, which were not included in estimates from three years ago during the application process. The cost estimate worksheet is revised to include these costs and is enclosed.

A request for further information asked that the BCA be removed from the application. See enclosed email and the Cal OES to SR RFI 8-26-16 request for further information. A record of the BCA is no longer exists. Please provide BCA instructions via email to both Battalion Chief Mike Wink at mike.wink@fire.ca.gov and Staff Analyst Gloria Fong at gloria.fong@fire.ca.gov.

Additionally, I'd like to request an extension of the completion date to September 22, 2020. Seeking responsive bid(s) and matching funds has delayed the start of this project.

Please contact Greg Bertelli at greg.bertelli@fire.ca.gov or (707) 481-2362 should there be additional items needed to expedite this request.

Sincerely,

Carol J. Huchingson
County Administrative Officer, Authorized Agent

Enclosures: Revised Match Commitment Letter
Revised Cost Estimate/Budget
Cal-OES to SR RFI 8-26-16 Request for Further Information

SECTION V – COST ESTIMATE

Some sample categories for projected expenditures are: Project Management, Engineering & Design, Site Acquisitions, Labor, Materials & Supplies, Equipment, Transportation. Additional line-item suggestions are included in sample budget categories on page 12 of sub-application instructions. Lump sum(s) in the unit of measure should not be commingled. Explain projected expenditures in detail in the Cost Estimate Narrative in Section V.

You must use this spreadsheet. Do not copy or adjust.

Refer back to the SUB-APPLICATION INSTRUCTIONS SECTION V - cost estimate for some ineligible items.

A.	Item name:	Project management			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	2,500.00	4,625.00	
B.	Item name:	EHP, CEQA and HEPA for all locations			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	2,500.00	4,625.00	
C.	Item name:	Location 1 (Middletown) - Kohler 10ERESD generator			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	29,285.00	57,177.00	
D.	Item name:	Location 1 (Middletown) - Installation (includes transfer switch, new concrete pad, permitting, and removal of generator)			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	5,120.00	9,472.00	
E.	Item name:	Location 1 (Middletown) - start up & system test			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	950.00	1,758.00	
F.	Item name:	Location 2 (Cobb) - Kohler 38RCL generator			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	13,850.00	42,623.00	
G.	Item name:	Location 2 (Cobb) - installation (includes transfer switch, new concrete pad, and removal of old generator)			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	8,139.00	15,057.00	
H.	Item name:	Location 2 (Cobb) - start up & system test			
	Unit Qty:	Unit of Measure	Unit Cost	Cost Estimate	
	1.00	each	900.00	1,665.00	

I.	Item name:	Location 3 (Hidden Valley Lake) - Kohler 24RCL generator			
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
	1.00		each	10,925.00	37,211.00
J.	Item name:	Location 3 (Hidden Valley Lake) - installation (includes transfer switch, new concrete pad, and removal of old generator)			
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
	1.00		each	7,440.00	13,764.00
K.	Item name:	Location 3 (Hidden Valley Lake) - start up & system test			
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
	1.00		each	900.00	1,665.00
L.	Item name:	Location 4 (Loch Lomond) - Kohler 24RCL generator			
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
	1.00		each	10,925.00	23,211.00
M.	Item name:	Location 4 (Loch Lomond) - installation (includes transfer switch, new concrete pad, and removal of old generator)			
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
	1.00		each	7,666.00	14,182.00
N.	Item name:	Location 4 (Loch Lomond) - start up & system test			
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
	1.00		each	900.00	1,665.00
O.	Item name:				
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
					0.00
P.	Item name:				
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
					0.00
Q.	Item name:				
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
					0.00
R.	Item name:				
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
					0.00
S.	Item name:				
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
					0.00
T.	Item name:				
	Unit Qty:		Unit of Measure	Unit Cost	Cost Estimate
					0.00

U.	Item name:					
	Unit Qty:		Unit of Measure		Unit Cost	Cost Estimate
						0.00
V.	Item name:					
	Unit Qty:		Unit of Measure		Unit Cost	Cost Estimate
						0.00
W.	Item name:					
	Unit Qty:		Unit of Measure		Unit Cost	Cost Estimate
						0.00
X.	Item name:					
	Unit Qty:		Unit of Measure		Unit Cost	Cost Estimate
						0.00
* Y.	Item name:	Subapplicant Pre-Award Costs				
	Unit Qty:		Unit of Measure		Unit Cost	Cost Estimate
	1.00		each		2,000.00	3,700.00
* Item Y	SUB-APPLICANT PRE-AWARD COST					
<p>Allowable Pre-Award Project Costs: Costs incurred after the HMGP application period has opened, but prior to grant award, are identified as pre-award costs. Pre-award costs directly related to developing the application may be funded. Such costs may have been incurred to develop a BCA, to gather environmental and historic data, for preparing design specifications, or for workshops or meetings related to development and submission of the application. <u>Sub-applicants who are not awarded sub-grant funds will not receive reimbursement for pre-award costs.</u></p>						
TOTAL PROJECT COST ESTIMATE						→ 232,400.00
SPECIFY COST BREAKDOWN						
SUB-APPLICANT (NON-FEDERAL) SHARE						→ \$58,100.00 25%
FEDERAL SHARE (MAX 75.00 %) OF ELIGIBLE COSTS)						→ \$174,300.00 75%
ESTIMATED TOTAL COST						\$232,400.00 100%
						↑ Must Be 100%
MATCH SOURCES (NON-FED SHARE) FUNDING						

TOTAL PROJECT COST ESTIMATE		\$	232,400.00
PROPOSED FEDERAL SHARE		\$	174,300.00
FEDERAL SHARE PERCENTAGE			75%
PROPOSED NON-FEDERAL SHARE		\$	58,100.00
NON-FEDERAL PERCENTAGE			25%
1. SOURCE :		Select: Local Agency Funding, Other Agency Funding, Private Non-Profit, or State Agency Funding	
SOURCE NAME:		Local Agency Funding	
FUNDING TYPE:		Property Tax Revenue	
		(Select: Administration, Cash, Consulting Fees, Engineering Fees, Force Account Labor your agency personnel, Program Income, etc).	
OTHER FUNDING TYPE:		n/a	
FUNDS AVAILABILITY DATE:		→	February 20, 2019
FUNDS COMMITMENT LETTER DATE:		→	February 20, 2019

R O Construction
P.O. 1047
Lower Lake, CA
Lic. #780565 DIR #1000015392

Date: 2-19-19

Project: Emergency Generator Project

Owner: South Lake County F.P.D.

Re: **Proposal – Option 1 (per original notice/request)**

We are pleased to provide a proposal, in response to your “Notice Inviting Bids,” originally scheduled for Aug 14th, 2018. We propose to furnish Labor, Material and Equipment for the following:

General Inclusions (all sites):

- General Liability Insurance \$1,000,000 occurrence.
- Employee Liability/Workers Compensation \$1,000,000.
- DIR reporting and Labor Compliance.
- Prevailing Wages.
- Bid, Performance, Labor & Material Bonding.
- County Permit Procurement. Actual fee(s) to Public Agency(s) to be paid by owner.
- Operation & Maintenance Manuals.
- Assist with Manufacturers Warranty Set-up.

Site Specific Inclusions:

Middletown Station 60

- Remove (E) Generator and leave at Station 60.
- Remove (E) Concrete Pad and offhaul.
- Form and Cast-In-Place (N) 6” PCC housekeeping pad, with #4 rebar 18” o.c. EW.
- New P.E. LPG Gasline with Risers between LPG Tank and Genset ~ 20’-30’.
- (N) Cummins or Kohler LPG Generator Set.
- (N) Automatic Transfer Switch.
- Connect (E) Electrical connections/conductors to (N) Generator/Switch.
- Start-up, Programming and Commissioning.

Cobb Station 62

- Remove (E) Generator and gear, and bring to Station 60.
- Remove (E) Pad and offhaul.
- Relocate away from (E) building to provide clearance from combustibles ~6'.
- Bring (E) LPG and Electrical lines Underground, from (E) Location to (N) Location ~6'.
- Cast (N) 6" PCC housekeeping pad, with #4 rebar 18" o.c. EW.
- (N) Kohler 24RCL LPG Generator Set.
- (N) Automatic Transfer Switch.
- Start-up, Programming and Commissioning.

Hidden Valley Lake Station 63

- Remove (E) Generator and gear, and bring to Station 60.
- Remove (E) Pad and offhaul.
- (N) Kohler 24RCL LPG Generator Set.
- (N) Automatic Transfer Switch.
- Connect (E) Electrical connections/conductors to (N) Generator/Switch.
- Start-up, Programming and Commissioning.

Loch Lomond Station 64

- Replace Wood Double Doors with (N) HM Frame and HM Doors and Hardware. (Cannot have combustible material within 5' of unit.)
- Replace Wood Single Door with (N) HM Frame and HM Door and Hardware. (Cannot have combustible material within 5' of unit.)
- Sawcut CMU at single door and cast-in-place flush threshold, and (N) single step (max. 8" riser). Mitigates trip hazard.
- Core CMU at sidewall for (N) exhaust.
- Remove (E) exhaust pen. through roof. Repair roof at exhaust pen.
- Bring (N) LPG P.E. line from tank to (N) Generator, ~ 40' +/-.
- Re-Configure (E) electrical in generator room as required.
- (N) Kohler 16RCL LPG Generator Set.
- (N) Automatic Transfer Switch.
- Connect (E) Electrical connections/conductors to (N) Generator/Switch.
- Start-up, Programming and Commissioning.

Note: Kohler 16RCL is not compatible with interior installation. Exterior Installation, including PCC pad, LPG, Electrical, etc. can be done at no change in cost, in exchange for deleting interior work not needed, and described above (i.e. wood doors, etc.).

General Exclusions (all sites by default, or specified sites):

- All engineering, Electrical, LPG or otherwise.
- All Design work or representations thereof.
- Any representation that (N) Generators are adequately sized, or will run everything that owner requires.
- All utility lines for connection, other than specified in "site specific inclusions."
- Anything not specified in "General Inclusions" and "Site Specific Inclusions."
- Builders Risk Insurance.
- Gas Co. final connections (regulators, earthquake valves, etc.) and testing.
- Labor cost & fees to procure Emissions Permit from Lake County Air Quality Management, for 38kW and 100kW units/sites.

Conditions/Clarifications:

- No provision has been made to reconfigure or resize LPG gas lines to accommodate (N) units (if necessary). LPG provider may be able to assist with this.
- Entire project is substantially considered to be "replace-in-kind."
- This proposal is to be attached, and become a part of any future contract.
- \$1000 Building Dept. permit fees "Allowance to Owner" is included in bid. Higher fees (from any agency, cumulative), will result in higher cost to owner. Does SLCFPD qualify for fee exemption?

Lump Sum Total:	\$192,400.00
Add Alternate #01: Upgrade Cobb Station 62 to 38kW-40kW	\$ 14,000.00
Add Alternate #02: Upgrade HVL Station 63 to 38kW-40kW	\$ 14,000.00
Add Alternate #03: Purchase all local and all Kohler	\$ 12,000.00

R O Construction
P.O. 1047
Lower Lake, CA
Lic. #780565 DIR #1000015392

Date: 2-19-19

Project: Emergency Generator Project

Owner: South Lake County F.P.D.

Re: **Proposal – Option 2**

We are pleased to provide a proposal, that provides an alternate budgetary option. We propose to furnish Labor, Material and Equipment for the following:

General Inclusions (all sites):

- General Liability Insurance \$1,000,000 occurrence.
- Employee Liability/Workers Compensation \$1,000,000.
- DIR reporting and Labor Compliance.
- Prevailing Wages.
- Bid, Performance, Labor & Material Bonding.
- County Permit Procurement. Actual fee(s) to Public Agency(s) to be paid by owner.
- Operation & Maintenance Manuals.
- Assist with Manufacturers Warranty Set-up.

Site Specific Inclusions:

Middletown Station 60

- Troubleshoot, Repair, Service (E) Kohler 100kW Generator.
- New P.E. LPG Gasline with Risers between LPG Tank and Genset ~ 20'-30'.
- Note: \$15,000 allowance to owner for this work. T&M (Force Account) plus 18% for Fee and Bonding.

Cobb Station 62

- Remove (E) Generator and gear, and bring to Station 60.
- Remove (E) Pad and offhaul.
- Relocate away from (E) building to provide clearance from combustibles ~6'.
- Bring (E) LPG and Electrical lines Underground, from (E) Location to (N) Location ~6'.
- Cast (N) 6" PCC housekeeping pad, with #4 rebar 18" o.c. EW.
- (N) Kohler 24RCL LPG Generator Set.
- (N) Automatic Transfer Switch.
- Start-up, Programming and Commissioning.

Hidden Valley Lake Station 63

- Extend (E) exhaust system around corner of building.
- Service (E) generator.

Loch Lomond Station 64

- Bring (N) LPG P.E. line from tank to (N) Generator, ~ 30' +/-.
- Re-Configure (E) electrical in generator room as required.
- (N) Kohler 16RCL LPG Generator Set.
- (N) Automatic Transfer Switch.
- Connect (E) Electrical connections/conductors to (N) Generator/Switch.
- Start-up, Programming and Commissioning.

Note: Kohler 16RCL is not compatible with interior installation. Exterior Installation, including PCC pad, LPG, Electrical, etc. is figured in this proposal.

General Exclusions (all sites by default, or specified sites):

- All engineering, Electrical, LPG or otherwise.
- All Design work or representations thereof.
- Any representation that (N) Generators are adequately sized, or will run everything that owner requires.
- All utility lines for connection, other than specified in "site specific inclusions."
- Anything not specified in "General Inclusions" and "Site Specific Inclusions."
- Builders Risk Insurance.
- Gas Co. final connections (regulators, earthquake valves, etc.) and testing.
- Labor cost & fees to procure Emissions Permit from Lake County Air Quality Management, for 38kW and 100kW units/sites if applicable.

Conditions/Clarifications:

- No provision has been made to reconfigure or resize LPG gas lines to accommodate (N) units (if necessary). LPG provider may be able to assist with this.
- Generators to be replaced, are substantially considered to be "replace-in-kind."
- This proposal is to be attached, and become a part of any future contract.
- \$1000 Building Dept. permit fees "Allowance to Owner" is included in bid. Higher fees (from any agency, cumulative), will result in higher cost to owner. Does SLCFPD qualify for fee exemption?

Lump Sum Total:	\$103,360.00
Add Alternate #01: Upgrade Cobb Station 62 to 38kW-40kW	\$ 14,000.00



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
RO Construction
P.O. Box 1047
Lower Lake, CA 95457

SURETY: Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614

OWNER: South Lake County Fire Protection District
21095 Highway 175
Middletown, CA 95461

BOND AMOUNT: Ten percent (10%) of the amount bid.

PROJECT: Emergency Generator Project
Middletown, CA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of January, 2019.

(Witness)

RO Construction
(Principal)
By:  (Seal)
(Title)

(Witness)

Indemnity Company of California
(Surety)
By:  (Seal)
(Title) Jocelyn Y. Quirt, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

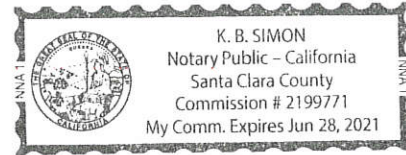
On January 24, 2019 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: ***Jocelyn Y. Quint***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

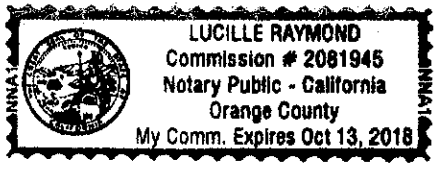
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24th day of January, 2019 .

By: *Cassie J. Harrisford*
Cassie J. Harrisford, Assistant Secretary





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: May 16, 2019
TO: Board of Directors
FROM: Gloria Fong
Staff Services Analyst
SUBJECT: Resolution No. 2018-19 18, A Resolution Authorizing the Fire Chief to Execute Agreements for Participation in the Intergovernmental Transfer of Public Funds Program for the Service Period of July 1, 2018 through June 30, 2019

Attached for the Board's consideration is subject resolution for the Intergovernmental Transfer (IGT) Program. Due to the timelines involved in the process to have agreements in place, it is recommended the Fire Chief be given the authority to execute the agreements, as in past years.

Participation in the IGT Program is voluntary. To be considered a participating entity, the agency must first submit letter of interest (attached). To follow are the agreements with Department of Health Care Services (DHCS) and Partnership HealthPlan (PHP). The agreement with DHCS spells out the transfer amount of \$257,268, as determined by DHCS based on updated member month estimates and capitation rates (see Exhibit 1 of agreement). In addition, DHCS has determined that the estimated \$140,015 of the total contribution amount will not be subject to a 20% assessment fee.

Agreements with all appropriate information is forward to DHCS by May 17th. Estimated timelines for return of approved DHCS agreements for signature is May 31st with return of agreements executed by Fire Chief by July 31st. The estimated wiring of funds timeline is in the 3rd / 4th quarter of 2019-20 or between Jan and June of 2020 (see attached email).

In return, DHCS uses the funds to seek Federal share. DHCS in turn pays funds transferred together with Federal share to PHP. Upon receipt, PHY pays this to their providers (i.e. South Lake County Fire) and is considered payment for services provided to Medi-Cal patients.

The funds returned in excess of the above mentioned amount is placed in reserves for medical equipment replacement and is currently budgeted at \$328,783 for next fiscal year.

Attachments

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

RESOLUTION NO. 2018-19 18

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO EXECUTE AGREEMENTS FOR PARTICIPATION IN THE INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS PROGRAM FOR THE SERVICE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019

WHEREAS, the South Lake County Fire Protection District in working with Partnership HealthPlan of California (PHC) and California Department of Health Care (DHCS) Services submitted letter of interest and would like to participate with its nonfederal share towards the 2018-19 Rate Range Program for service period of July 1, 2018 through June 30, 2019;

WHEREAS, the Board of Directors of South Lake County Fire Protection District is willing to contribute up to the maximum amount allowable as calculated by DHCS as the nonfederal share of this Intergovernmental Transfer (IGT) and negotiated with PHC;

WHEREAS, the Board of Directors of South Lake County Fire Protection District recognizes that PHC may retain a three percent (3%) for cost to administer this program and that DHCS may have sole discretion to determine the amount of the funds transferred will not be subject to a twenty percent fee (20%).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of South Lake County Fire Protection District hereby authorizes the Fire Chief to execute Intergovernmental Agreement Regarding Transfer of Public Funds, Intergovernmental Transfer Assessment Fee Agreement, and Amendment to the Health Plan-Provider Agreement with Partnership HealthPlan of California.

THIS RESOLUTION was introduced and adopted by the Board of Directors of the South Lake County Fire Protection District at a special meeting held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

[SEAL]

SOUTH LAKE COUNTY
FIRE PROTECTION DISTRICT

DEVIN HOBERG
President, Board of Directors

ATTEST: _____
Gloria Fong
Clerk to the Board of Directors

Re: Approval and Boilerplate: 2018-19 Rate Range Program

Fong, Gloria

Thu 5/16/2019 1:36 PM

To: Dixon, Sandra (CRDD-CRDB-FMS)@DHCS <Sandra.Dixon@dhcs.ca.gov>;

 1 attachments (60 KB)

2018-19 IGT Agreement - South Lake.docx;

Hello Ms. Dixon,

Please see completed attached agreement. Section 5 is completed with individual's name, mailing address, and email address, and the signature section with the name and title of the person executing the agreement. I saw that entity name was already provided in the signature section and didn't show it again under the name and title. If this is not the case, please let me know and I will revise and resend.

Gloria Fong

Staff Services Analyst

South Lake County Fire Protection District

CAL FIRE

Bus: (707) 987-3089

Fax: (707) 987-9478

From: Dixon, Sandra (CRDD-CRDB-FMS)@DHCS <Sandra.Dixon@dhcs.ca.gov>

Sent: Thursday, May 9, 2019 9:22 AM

To: Fong, Gloria; Bertelli, Greg

Cc: Ahusim, Ruth (HCP-CRDD)

Subject: Approval and Boilerplate: 2018-19 Rate Range Program

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

Hello, South Lake County Fire Protection District:

Welfare and Institutions Code, sections 14164 and 14301.4, authorize the Department of Health Care Services (DHCS) to implement a voluntary Rate Range Program relating to the Medi-Cal managed care capitation rate ranges. The funding amounts under the Rate Range Program are the nonfederal share of the difference between the Medi-Cal managed care plans' contracted capitation rates and the top of the plans' actuarially sound rate range, as determined by the DHCS. The funds voluntarily transferred by the governmental funding entity (county, city, special purpose district, State University teaching hospital, State of California, or any other political subdivision of the state) to DHCS for this program shall be used to fund the nonfederal share of Medi-Cal managed care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code. These funds shall be paid, together with the related federal financial participation, by DHCS to Medi-Cal managed care plans as part of capitation rates for the period of July 1, 2018 through June 30, 2019.

DHCS received your letter(s) of interest (see attached) regarding the 2018-19 Rate Range Program. Subsequent to our letters sent to plans in July 2018, DHCS adjusted the available rate range funding calculation to reflect updated member month estimates and capitation rates; your updated estimated contribution amount is \$257,268. Please refer to the attached document titled "Intergovernmental Agreement Regarding Transfer of Public Funds" for the actual contribution per member per month amounts by rate category. In accordance with Welfare and Institutions Code section 14301.4(d) and 14301.5(b)(4), and pursuant to the terms of the attached agreement, DHCS has

determined that an estimated \$140,015 of the total contribution amount will not be subject to a 20% assessment fee.

Each governmental funding entity that has chosen to participate in the Rate Range Program must complete the attached draft "Intergovernmental Agreement Regarding Transfer of Public Funds," between the governmental funding entity and DHCS. Complete section 5 – Notices (individual's name, mailing address and e-mail address), and in the Signature section, include the name of the governmental funding entity as well as the name and title of the person executing the agreement. Do not, however, sign the agreement at this time. All other sections have been completed by DHCS.

Upon completion, the agreement must be e-mailed to: Sandra.Dixon@dhcs.ca.gov by **May 17, 2019**. The agreement needs to be completed but not signed. After DHCS review, we will resend the final agreement to you for signature.

Below is the anticipated timeline for this program:

Estimated Timeline for the 2018-19 Rate Range Program	
Completed draft documents (notifications & signature line) submitted by funding entity to DHCS	5/17/2019
Agreements sent back to funding entity for signatures	5/31/2019
Signed Agreements due to State from funding entity	7/31/2019
Wiring of Incoming Funds	Approx. 3rd/4th quarter of SFY 2019-20

The anticipated timeline is subject to change, and you will notified via e-mail or letter regarding the actual due dates. If you have any questions, please feel free to contact me by e-mail at Sandra.Dixon@dhcs.ca.gov, or by phone at (916) 345-8269.

Sandra Dixon
 Department of Health Care Services
 Capitated Rate Development Division
 916-345-8269



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

August 28, 2018

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

Dear Ms. Lopez:

This letter is to confirm the interest of South Lake County Fire Protection District, a governmental entity, federal I.D. Number 94-2214592 in working with the Partnership HealthPlan of California (MCP) and California Department of Health Care Services (DHCS) to provide an Intergovernmental Transfer (IGT) to be used as a portion of the nonfederal share of actuarially sound Medi-Cal managed care capitation rate payments incorporated into the contract between the MCP and DHCS for the period of July 1, 2018 to June 30, 2019. This is a non-binding letter, stating our interest in helping to finance health improvements for Medi-Cal beneficiaries in our jurisdiction. The governmental entity's funds are being provided voluntarily, and the State of California is in no way requiring the governmental entity to provide any funding.

South Lake County Fire Protection District is willing to contribute up to \$ 333,855 for the SFY 2018-19 rating period, as negotiated with the MCP. We recognize that, unless a waiver is approved by DHCS, there will be an additional 20-percent assessment fee payable to DHCS on the funding amount, for the administrative cost of operating the voluntary rate range program.

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

Entity Contact Information:

Gloria Fong
21095 State Highway 175
Middletown, CA 95461
gloria.fong@fire.ca.gov
(707) 987-3089 ext. 3

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

Sincerely,

Greg Bertelli
Fire Chief

Attachment B
SFY 2018-19 Voluntary Rate Range Program Supplemental Attachment

Provider Name:
 County:
 Health Plan:

Instructions

Complete all yellow-highlighted fields. Submit this completed form via e-mail to Sandra Dixon (sandra.dixon@dhs.ca.gov) at the Department of Health Care Services (DHCS) by Friday, August 31, 2018.

1. In the table below, report charges/costs and payments received or expected to be received from the Health Plan indicated above for Medi-Cal services (Inpatient, Outpatient, and All Other) provided to Medi-Cal beneficiaries enrolled in the Health Plan and residing in the County indicated above, for dates of service from July 1, 2016 through June 30, 2017.

	Charges	Costs	Payments from Health Plan*	Uncompensated Charges (charges less payments)	Uncompensated Costs (Costs less payments)
Inpatient				\$	\$
Outpatient				\$	\$
All Other	\$ 380,989.19	\$ 165,430.00	\$ 25,415.23	\$ 355,573.96	\$ 140,014.77
Total	\$ 380,989.19	\$ 165,430.00	\$ 25,415.23	\$ 355,573.96	\$ 140,014.77

* Include payments received and anticipated to be received for service dates of July 1, 2016 through June 30, 2017.

2. Are you able to fund 100% of the higher of the uncompensated charges or uncompensated costs (as stated above)?
 If No, please specify the amount of funding available:

3. Describe the scope of services provided to the specified Health Plan's Medi-Cal members, and if these services were provided under a contract arrangement.
 Health Care services to Medi-Cal patients:

4. For any capitation payments to be funded by the IGT, please provide the following:

(i) The name of the entity transferring funds:
 (ii) The operational nature of the entity (state, county, city, other):
 (iii) The source of the funds:
(Funds must not be derived from impermissible sources such as recycled Medicaid payments, federal funds excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations.)
 (iv) Does the transferring entity have general taxing authority?
 (v) Does the transferring entity receive appropriations from a state, county, city, or other local government jurisdiction?

5. Comments / Notes

Provider receives tax revenues, patient payment for services and provider reserves

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

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

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (PMPM) contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of July 1, 2018 through June 30, 2019 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal

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

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of July 1, 2018 through June 30, 2019 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2019. If this reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If this reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

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

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4)

of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of July 1, 2018 through June 30, 2019, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$140,015 of the transfer amounts, as shown in the table below, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

Health Plan	Rating Region	Transfer Amount
Partnership	Northern Region	\$ 140,015
		\$ 140,015

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

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Greg Bertelli, Fire Chief
 South Lake County Fire Protection District
 21095 Highway 175
 P.O. Box 1360
 Middletown, CA 95461

greg.bertelli@fire.ca.gov

With copies to:

Jeff Ingram, Director, FP&A
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534
jingram@partnershiphp.org

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

6. Other Provisions

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

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS’ powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of July 1, 2018 and shall expire as of December 31, 2021 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

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

THE SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT:

By: _____

Date: _____

Greg Bertelli, Fire Chief

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____

Date: _____

Jennifer Lopez, Division Chief, Capitated Rates Development Division

Exhibit 1

Funding Entity:	South Lake County Fire Protection District		
Health Plan:	Partnership Health Plan		
Rating Region:	Northern Region		
		Estimated Member	Estimated
Rate Category	Contribution PMPM	Months	Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.03	1,053,493	\$ 31,605
Child - MCHIP	\$ 0.01	439,588	\$ 4,396
Adult - non MCHIP	\$ 0.10	563,208	\$ 56,321
Adult - MCHIP	\$ 0.02	11,019	\$ 220
SPD	\$ 0.29	296,959	\$ 86,118
SPD/Full-Dual	\$ 0.05	468,766	\$ 23,438
BCCTP	\$ 0.41	2,387	\$ 979
LTC	\$ 1.11	655	\$ 727
LTC/Full-Dual	\$ 0.91	24,163	\$ 21,988
Whole Child Model	\$ 0.70	28,034	\$ 19,624
Optional Expansion	\$ 0.01	1,185,175	\$ 11,852
Estimated Total		4,073,447	\$ 257,268

HEALTH PLAN-PROVIDER AGREEMENT

Partnership HealthPlan of California and South Lake County Fire Protection District

AMENDMENT 3

This Amendment is made this 13 day of June, by and between Partnership HealthPlan of California, a County Organized Health System hereinafter referred to as "PLAN", and South Lake County Fire Protection District, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective June 1, 2015;

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of PLAN covered health care services to PLAN beneficiaries in Lake County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, South Lake County Fire Protection District, is a Fire District in Lake County, California, that provides fire suppression services and emergency medical services, and emergency transport services; and

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from South Lake County Fire Protection District to the California Department of Health Care Services ("State DHCS") to maintain the availability of PLAN covered health care services to PLAN beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Attachment D of the Agreement is added to amend the agreement as follows:

IGT MEDI-CAL MANAGED CARE CAPITATION INCREASES

1. IGT Capitation Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the South Lake County Fire Protection District, effective July 1, 2017 for Intergovernmental Transfer Medi-Cal Managed Care Increases (“IGT MMCIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care (“LMMC”) IGT Payments. LMMC IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Medi-Cal Managed Care Seller’s Tax

The PLAN shall be responsible to pay the applicable State Agency pursuant to the Revenue and Taxation Code Section 6175 relating to any IGT MMCIs.

(2) The PLAN shall retain a three percent (3%) administrative fee based on the total amount of the IGT MMCIs received from DHCS for PLAN’S administrative costs. Each provider’s share of the 3% fee shall be calculated based on that provider’s proportionate share of the LMMCIGT payments made by Plan in the PROVIDER’S County.

C. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMC IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCIGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCIs from State DHCS.

D. Consideration

(1) As consideration for the LMMC IGT Payments, PROVIDER shall use the LMMC IGT Payments for the following purposes and shall treat the LMMC IGT Payments in the following manner:

(a) The LMMC IGT Payments shall represent compensation for Medi-Cal PLAN services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMC IGT Payments apply.

(2) If the retained LMMC IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMC IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMC IGT Payments received, but not used.

(3) Both parties agree that none of these funds, either from the South Lake County Fire Protection District, or federal matching funds will be recycled back to the South Lake County Fire Protection District general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

E. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMC IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMC IGT Payments to the full extent possible on behalf of the safety net in Lake County.

F. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMC IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMC IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCI's were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMC IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10.3 of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMC IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

G. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMC IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMC IGTs paid to PROVIDER in an amount equal to the amount of MMCI payments withheld or

recovered from PLAN, or by an offset of any other amounts owed by PLAN to PROVIDER, including but not limited to payments for direct service rendered.

Remittance Information

The IGT-funded payments made by the PLAN pursuant to this Amendment only, shall be mailed to the PROVIDER at the address set forth below:

Greg Bertelli, Fire Chief
South Lake County Fire Protection District

2. Term

The term of this Amendment shall commence on July 1, 2017 through June 30, 2020. PHC reserves the right to immediately terminate this IGT Amendment prior to June 30, 2020, if DHCS suspends or discontinues the IGT funding described in this Amendment. PHC will promptly provide formal notice to the provider upon said suspension or discontinuation.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: Elizabeth Gibboney Date: 7/16/18
By: Elizabeth Gibboney, CEO, Partnership HealthPlan of California

PROVIDER: Greg Bertelli Date: 6/18/18
By: Greg Bertelli, Fire Chief, South Lake County Fire Protection District



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

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

BOARD OF DIRECTORS' REGULAR MEETING MINUTES
7:00 P.M., April 16, 2019, Middletown Fire Station

NON-TIMED ITEMS

A. OPEN MEETING:

- A1. *President Hoberg called meeting to order at 7:00 p.m.*
- A2. *Battalion Chief Wink lead pledge of allegiance.*
- A3. *Present: Vice President Reg Garcia, Directors Rob Bostock, Madelyn Martinelli, and Jim Comisky, President Devin Hoberg. Also present: Battalion Chief Mike Wink and Board Clerk Gloria Fong.*
- A4. **COMISKY/MARTINELLI MOTION** to approve agenda. **AYES:** Garcia, Comisky, Martinelli, Bostock, Hoberg. **NOES:** None. **MOTION CARRIED.**

- B. CITIZENS' INPUT:** *Roberta Adams arrived late and just prior to adjournment of meeting let Board know she came to apologize and thank them for understanding.*

C. COMMUNICATIONS:

C1. Reports:

C1.1. Fire Sirens

Battalion Chief Wink reports:

- *Fire Sirens continue to receive a lot of positive support from community.*
- *He reminds Board of goals this year are 2nd emergency exit for the building, fire extinguisher upgrade, and washer and dryer hook up to enhance their operations.*
- *He's working on next wish list.*

C1.2. SL Fire Safe Council

- *Director Bostock attended Cobb meeting where he learned the Council received grant to continue chipping through this year.*

C1.3. Volunteer Firefighters' Association

Association Vice President Ron Chase reports:

- *Four new recruits passed final at Napa academy, receive chainsaw training in April and conclude with public safety training entire month of May. Badge pinning is planned for June meeting.*
- *Began with four new recruits, one dropped out and gained one who's currently in academy.*
- *Open house is last Saturday of April*
- *Sold out tables for their dinner fundraiser.*
- *Currently, there are 18 paid call members, will be 22 with new recruits, and with two in question, about 20 on the roster.*

C1.4. Chief's Report

Battalion Chief Wink reports:

- *Snowcat training postponed because of repairs.*
- *Rescue system 1 rescheduled twice last year, is postponed to fall due to competition with instructors.*
- *Looking to send some folks to Swift Water Rescue training this spring.*
- *Held test for emergency sirens last Saturday and received invoice for one year annual maintenance.*
- *April 29th ends Amador season and be back to summer preparedness with services provided no longer paid by District.*
- *As of right now have 4 inmate crew which is down one.*
- *County wide burn ban goes into effect May 1st. Board is reminded fire chief has no control over ban. This was set by Board of Supervisors years back with input from fire departments.*

C1.5. Financial Report

The budget summary was not prepared. Instead the year to date April is contained under the attachment in tonight's recommended budget agenda item.

C2. Directors' Activity and Committee Report

Director Garcia met with Roberta Adams. They had a good conversation about fire staffing and how it relates to number of hours, and how its scheduling affects budgeting. No conclusion and will be working on that in the future.

Director Bostock attended Cobb Safe neighborhood council meeting with partners in attendance, that included speakers from Fire Safe Council and Battalion Chief Wink.

Director Martinelli has no activity to report.

Director Comisky reports he had busy month, attended the Fire District Association of California conference in Napa earlier this month, which was well attended than years past. He'll have report prepared, to include information on new things, harassment training, Brown Act updates which Gloria keeps us well in parameter, role of directors in disaster, and PG&E presentation on de-energization with it to happen more often, plant seed. He suggested we host a PG&E presentation. He and Battalion Chief Wink met with sheriff's office regarding how and when notification sirens are activated. He reminded the Board of the attendance of a member of the Geyserville Fire Protection District's at a past meeting, wanting to partnership in discussions with Sonoma County to get money back to our districts with response into the Geysers.

Director Hoberg reports his work schedule's been busy and is happy to be contacted about working with sheriff's office on the notification sirens.

TIMED ITEMS

D. REGULAR ITEM:

D1. PUBLIC HEARING (2nd reading) - Consideration for Resolution No. 2018-19 16, A Resolution Directing Fire Chief, or Designee, to Certify and Request County of Lake to Collect Special Tax on the 2019-2020 County Tax rolls. Placed on the agenda by Gloria Fong.

COMISKY/BOSTOCK MOTION to approve D1 one written. **AYES:** Martinelli, Comisky, Bostock, Garcia, Hoberg. **NOES:** None. **MOTION CARRIED.**

- D2. Consideration for 2019 proposed changes to Memorandum of Understanding By and Between South Lake County Fire Protection District and South Lake County Volunteer Firefighters Association Inc. for Paid-Call Personnel (with effective date of XX/XX/XX). Placed on agenda by Battalion Chief Mike Wink.

Battalion Chief Wink stated intention with most of the additions is to better articulate, with a lot lead by leader's intent and past practice, when compensation is received and not, such as football games inherited over decades with no reimbursement, the rodeo when it comes to town and district receives compensation.

It had not been past practice to have a member of the Board sit in the discussion.

There is addition of fire consultant position if approved with agreement to be presented. The position is not intended to subsidize an inspector type position. The person works on behalf of the fire district and for the 22,000-acre Butts Canyon development.

There is mention of the group life and income protection. It was suggested amounts be included.

Included is use of department vehicles that had been used for non business runs. The Board feels this is a tremendous liability risk.

The employee assistance program approved by the Board is rolled into the MOU.

It was discussed and brought up before about completing training and graduating before receiving reimbursement for attendance hours.

The water operator specialist, a non fire suppression position, is removed. The Chief and Association agreed having it is a liability.

The Board would like to see the MOU tabled and brought back for consideration with details of the life insurance added, the compensable component of the Stakeside and dump trailer removed, and the assistant fire marshal changed to read fire consultant.

GARCIA/BOSTOCK MOTION to table and see changes when it comes back. **AYES:** Martinelli, Comisky, Bostock, Garcia, Hoberg. **NOES:** None. **MOTION CARRIED.**

- D3. Consideration for Resolution No. 2018-19-17, A Resolution Authorizing the Participation in Joint Exercise of Powers Agreement Among Fire Protection Agencies in Lake County Creating an Agency to be Known as the Lake County Emergency Medical Services (EMS) Authority. Placed on the agenda by Chief Greg Bertelli / Battalion Chief Mike Wink.

Attorney Bill Adams, who helped with the ballot measure, was hired to review the agreement. Collectively, the Fire Districts hadn't followed through to file this with the Secretary of State. The EMS authority in Lake County is so if someday there were, the private ambulance provider will need to provide comparable services. The agreement is intended to protect future and service that exists in Lake County.

BOSTOCK/MARTINELLI MOTION to approve D3 as written. **AYES:** Comisky, Garcia, Martinelli, Bostock, Hoberg. **NOES;** None. **MOTION CARRIED.**

- D4. Consideration for 2019-2020 Recommended Budget. Placed on the agenda by Gloria Fong.

The secured property tax estimate of \$1.2 million is 1.25% increase over this fiscal year's \$1,199,002.89 estimated actual. It is just under the County Assessor's ability to increase property value of up to 2% annually.

The \$1.75 million special tax or proposed levy is slightly lower, rounded down from amount presented in tonight's earlier item.

The \$700,000 fund balance or carryover is just under the \$835,000 pulled from reserves this fiscal year for balanced budget. Nearly all is being returned. \$455,966 to reserves generated from the 2 fiscal years which Cal Fire didn't invoice. \$79,415 and \$84,449 to medical equipment, amounts in excess of the \$80,347 contributed to 2015-16 and again 2016-17 intergovernmental transfer program (IGT). \$25,000 to medical equipment replacement, amount Redbud Health Care District (RHCD) agreed to fund annually. Last year's ambulance was purchased with use of \$25,000 RHCD 1st installment, \$100,000 mitigation fee funds, and \$132,300 from reserves. RHCD remaining \$100,000 annual payments are intended to return most of the \$132,300 portion from reserves.

On the expenditure side, the Cal Fire amount is estimated at \$3,045,000, is about \$300,000 less than the 2019-20 contracted amount. The estimate is 5% over this year's \$2,890,000 estimated actual, and may likely be adjusted in the final adopted budget in August.

The recommended includes \$15,000 allocation for to replace 5-year old computer equipment, as recommended by IT, 5 units and a laptop at \$2,500 each. There is also a monitor that may be replaced.

All other revenue and expenditure budget allocations are same as this fiscal year's adopted, adopted and or actual.

COMISKY/BOSTOCK MOTION to adopt D4 with observed discussion. AYES: Martinelli, Comisky, Garcia, Bostock, Hoberg. **NOES:** None. **MOTION CARRIED.**

- D5. Consideration for purchase and installation of station generators. Placed on the agenda by Battalion Chief Mike Wink.

Knowing the PG&E public safety shutoff are going to happen more often, the thought is the generator business will increase, possibly delaying the ability to get generators.

OES updated some information but has not given approval yet regarding our funding increase request.

The communication tonight is in response to Board's request for recommendation, which staff recommends approving option 1 to replace Middletown and Loch Lomond station generators and upgrade to both Cobb and Hidden Valley station generators for \$220,440. Staff asks for ability to proceed so generators orders may be placed and use of mitigation fee funds, that currently has balance of over \$170,000. Then for the 25 match, an additional \$29,100 from mitigation fees if OES approves the increase and \$116,400 if not approved

GARCIA/MARTINELLI MOTION to approve generator proposal as written. AYES: Bostock, Garcia, Martinelli, Comisky, Hoberg. **NOES:** None. **MOTION CARRIED.**

- D6. Consideration for 2019 Memorandum of Understanding between South Lake County Fire Protection District and Hidden Valley Lake Association (HVLA), allowing them to assist on all calls for service in HVLA jurisdiction. Placed on the agenda by Battalion Chief Mike Wink.

This is basically an operating permit for HVLA security to respond. This comes from HVLA's legal because they are not a public service entity. This gives them ability to respond if we have this document, recognizing their assistance. This gets their past practice in writing.

COMISKY/GARCIA MOTION to adopt D7 as written. AYES: Martinelli, Comisky, Bostock, Garcia, Hoberg. **NOES:** None. **MOTION CARRIED.**

E. CONSENT CALENDAR:

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

E2. Warrants presented:

E2.1. April warrants

E2.2. March warrants – corrected

E3. Budget Transfers

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

F. **COMISKY/MARTINELLI MOTION** to adjourn the meeting at 8:45 p.m. All members in attendance are in favor of the motion.

Respectfully submitted by: _____
Gloria Fong
Board Clerk

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

**South Lake County
Fire Protection District
Cost Accounting Management System
Invoice Distribution**

Detail Report by Warrant No
Run Date: 05/16/2019 04:34:17pm By: CSS
Fiscal Year: 2019

Selection Criteria

Select Inv Batch No
MAY 2019

Vendor Name	Merchant Vendor Name	Invoice Description	Line Item Description	Line Net Amt
9792	WARRANT NO: <unknown>			
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	55.57
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	3.33
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	3.33
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	26.30
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	3.33
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	9.26
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	3.33
	LAKE COUNTY VECTOR C	ASSESSMENT STMT FOR FY 2018-19	ASSESSMENT STMT FOR FY 2018-19 STA	9.26
	* 9792 Subtotal (1 Invoice)			113.71
9793	WARRANT NO: <unknown>			
	U.S.BANK	AMERICAN FLAG 3X5	AMERICAN FLAG 3X5-STA60	28.99
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP E1487	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP E6031	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP E6011	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP E6221	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP E6321	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP E6421	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP WT6411	18.80
	U.S.BANK	HOSE LOADING STRAPS	HOSE STRAP SPARE	9.40
	U.S.BANK	PROPANE	PROPANE- STA 60	27.03
	U.S.BANK	HYDRATION	HYDRATION-WATER	65.60
	U.S.BANK	HYDRATION	HYDRATION-GATORADE	21.52
	U.S.BANK	HYDRATION	HYDRATION-GATORADE	5.42
	U.S.BANK	UNIFORM	UNIFORM-NAME BADGE COLLINS	13.05
	U.S.BANK	UNIFORM	UNIFORM-NAME BADGE FANUCCHI	13.05
	U.S.BANK	UNIFORM	UNIFORM-NAME BADGE EMERSON	13.05
	U.S.BANK	UNIFORM	UNIFORM-NAME BADGE HESS	13.05
	U.S.BANK	UNIFORM	UNIFORM-HAT	23.93
	U.S.BANK	UNIFORM	UNIFORM-HAT	23.92
	U.S.BANK	FURNITURE REPL	FURNITURE REPL-DOUBLE RECL LOVESEAT	3,198.00
	U.S.BANK	FURNITURE REPL	FURNITURE REPL-DOUBLE RECL LOVESEAT	1,599.00
	U.S.BANK	TRAINING FUNDS	1"x4" MAGNETS (25 PACK)	25.69
	U.S.BANK	TRAINING FUNDS	1"x2" MAGNETS (25 PACK)	30.84
	U.S.BANK	TRAINING FUNDS	3/4" ARROW MAGNETS (20 PACK)	9.08
	U.S.BANK	TRAINING FUNDS	36"x48" MAGNETIC BOARD	455.68
	* 9793 Subtotal (8 Invoices)			5,707.90
9794	WARRANT NO: <unknown>			
	US BANK	POSTAGE	POSTAGE	55.00
	US BANK	HOUSEHOLD SUPPLIES	HOUSEHOLD SUPPLIES	87.34
	US BANK	TRASH P/U	TRASH P/U MONTHLY SVC - STA 62	57.26
	US BANK	TRASH P/U	TRASH P/U FUEL SURCHARGE - STA 62	0.97
	US BANK	TRASH P/U	RECYCLING SURCHARGE - STA 62	2.71
	US BANK	INTERNET 4/7-5/16	INTERNET 4/7-5/16 STA 63	67.64
	US BANK	NOMEX PANTS	NOMEX PANTS-BULLOCK	167.81
	US BANK	TRASH P/U	TRASH P/U MONTHLY SVC - STA 60	71.10
	US BANK	TRASH P/U	TRASH P/U FUEL SURCHARGE - STA 60	1.21
	US BANK	TRASH P/U	RECYCLING SURCHARGE - STA 60	3.37
	US BANK	INTERNET 4/17-5/26	INTERNET 4/17-5/26 STA 62	197.64
	US BANK	BATTERIES	BATTERIES-AA 600 BULK	224.90
	US BANK	BATTERIES	BATTERIES-AAA 24 PK	19.31
	US BANK	INTERNET 4/17-5/26	INTERNET 4/17-5/26 STA 60	57.99
	US BANK	OXYGEN TANK RENTAL	OXYGEN TANK RENTAL	27.35
	US BANK	EMS SUPPLIES	EMS - ELECTRODES	324.46

Vendor Name	Merchant Vendor Name	Invoice Description	Line Item Description	Line Net Amt
9794	WARRANT NO: <unknown>			
US BANK	STERICYCLE INC	EMS WASTE DISPOSAL	EMS-MEDICAL WASTE DISPOSAL	83.38
US BANK	SANTA ROSA FIRE EQUIPMENT SERVICE I	SCBA HYDRO TEST	SCBA HYDRO TEST	360.00
US BANK	ICE WATER CO	BOTTLED WATER	BOTTLED WATER	62.50
US BANK	ICE WATER CO	BOTTLED WATER	BOTTLED WATER	62.50
US BANK	HARDESTERS	BROKEN AXE HANDLE REPLACEMENT	BROKEN AXE HANDLE REPLACEMENT - E64	16.08
US BANK	HARDESTERS	ADDRESS SIGN INSTALLATION HARDWARE	ADDRESS SIGN INSTALLATION HARDWARE	5.68
US BANK	HARDESTERS	HARDWARE TO INSTALL HOSE BED COVERS	HARDWARE TO INSTALL HOSE BED COVERS	7.98
US BANK	HARDESTERS	HOUSEHOLD SUPPLIES	HOUSEHOLD SUPPLIES - STA 63	18.60
US BANK	HARDESTERS	FIRE APPARATUS CLEAN SUPPLIES	FIRE APPARATUS CLEAN SUPPLIES-STA 6	29.99
US BANK	HARDESTERS	ICE CHEST DRAIN	ICE CHEST DRAIN STA 60	9.64
US BANK	HIDDEN VALLEY LAKE CSD	WATER & SEWER CHARGES	WATER 03/29-4/30 949	60.19
US BANK	HIDDEN VALLEY LAKE CSD	WATER & SEWER CHARGES	SEWER 03/29-4/30	60.93
US BANK	SOUTH LAKE REFUSE	TRASH P/U	TRASH P/U MONTHLY SVC - STA 63	49.96
US BANK	SOUTH LAKE REFUSE	TRASH P/U	TRASH P/U FUEL SURCHARGE - STA 63	0.85
US BANK	SOUTH LAKE REFUSE	TRASH P/U	RECYCLING SURCHARGE - STA 63	2.37
US BANK	SMILE BUSINESS PRODUCTS	COPIER MAINT 01/01-03/31	COPIER MAINT 01/01-03/31 BASE 111,1	185.25
US BANK	SMILE BUSINESS PRODUCTS	COPIER MAINT 01/01-03/31	COPIER MAINT 01/01-03/31 TAXABLE PO	99.75
US BANK	SMILE BUSINESS PRODUCTS	COPIER MAINT 01/01-03/31	COPIER MAINT 01/01-03/31 7.25% TAX	7.23
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	HOUSEHOLD SUPPLIES-STA 62	194.00
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	SINGLE FOLD PAPER TOWELS	32.12
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	HARD ROLL GEN 1915	46.06
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	SPRAYERS	19.24
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	EXPRESS SOAP	25.63
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	BLEACH	6.43
US BANK	BOBS VACUUM	HOUSEHOLD SUPPLIES	CASCADE	21.41
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 BOOSTER	38.01
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 BOOSTER	38.01
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26T ABLET -	38.01
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 TABLET -	38.01
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 TABLET -	16.02
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 TABLET -	16.02
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 TABLET -	16.02
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 TABLET -	16.02
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26TABLET -	16.02
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	35.17
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	0.18
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	0.18
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	0.18
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	0.18
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	0.18
US BANK	VERIZON WIRELESS	CELLULAR CHARGES 3/27-4/26	CELLULAR CHARGES 3/27-4/26 CELL PHO	0.18
US BANK	MENDO MILL CLEARLAKE	STOVE ELECTRIC COILS REPLACEMENT	STOVE ELECTRIC COILS REPLACEMENT 4"	65.23
US BANK	MENDO MILL CLEARLAKE	STOVE ELECTRIC COILS REPLACEMENT	STOVE ELECTRIC COILS REPLACEMENT 6"	76.10
US BANK	LN CURTIS & SONS	REPAIR	REPAIR - VENTILATION FAN	56.97
US BANK	LN CURTIS & SONS	REPAIRS	REPAIRS - PORTABLE GENERATOR E6321	21.62
US BANK	LN CURTIS & SONS	REPAIRS	REPAIRS - PORTABLE LIGHT E6321	3.45
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - BULLOCK	64.11
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - COLLINS	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - COSTA	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - EMERSON	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - FANUCCHI	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - FENK	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - HESS	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - NEWSOM	64.20
US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG	STRUCTURE GEAR NAME TAG - SMITH	64.20

Vendor Name	Merchant Vendor Name	Invoice Description	Line Item Description	Line Net Amt
9794	WARRANT NO: <unknown>			
	US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG - DE MELO	64.20
	US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG - AVANSINO	64.20
	US BANK	LN CURTIS & SONS	STRUCTURE GEAR NAME TAG - WOODIWISS	64.20
* 9794 Subtotal (31 Invoices)				4,095.90
9795	WARRANT NO: <unknown>			
	LAKE COUNTY EMPLOYEE	DUES	DUES - HORST	31.64
* 9795 Subtotal (1 Invoice)				31.64
9796	WARRANT NO: <unknown>			
	OPERATING ENGINEERS	HEALTH INSURANCE	HEALTH INSURANCE - HORST	1,540.00
* 9796 Subtotal (1 Invoice)				1,540.00
9797	WARRANT NO: <unknown>			
	AT&T	PHONE CHARGES 4/13-5/12	LOCAL - STA 64	20.63
	AT&T	PHONE CHARGES 4/13-5/12	LOCAL - STA 62	44.39
	AT&T	PHONE CHARGES 4/13-5/12	LOCAL - STA 63	45.62
	AT&T	PHONE CHARGES 4/13-5/12	LOCAL - STA 60	148.47
	AT&T	PHONE CHARGES 4/13-5/12	LOCAL - STA 61	18.97
	AT&T	PHONE CHARGES 4/13-5/12	LONG DISTANCE - STA 62	0.93
	AT&T	PHONE CHARGES 4/13-5/12	LONG DISTANCE - STA 63	1.42
	AT&T	PHONE CHARGES 4/13-5/12	LONG DISTANCE - STA 60	6.13
* 9797 Subtotal (1 Invoice)				286.56
9798	WARRANT NO: <unknown>			
	COUNTY OF LAKE SOLID	WASTE DISPOSAL	WASTE DISPOSAL-STA 60	21.16
	COUNTY OF LAKE SOLID	WASTE DISPOSAL	WASTE DISPOSAL-FS	21.16
	COUNTY OF LAKE SOLID	WASTE DISPOSAL	WASTE DISPOSAL-STA 31	21.16
* 9798 Subtotal (1 Invoice)				63.48
9799	WARRANT NO: <unknown>			
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - ATKINS	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - BULLOCK	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - CHASE	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - COLLINS	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - COSTA	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - FENK	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - FLEENOR	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - FRAYER	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - LANNING	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - LEUZINGER	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - LIBBY	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - LOPEZ	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - MCGEE	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - MIINCH	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - NEWSOM	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - PARROTT	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - RYON	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - SMITH	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - TAYLOR	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - TOTOGRADE	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - ZOLENSKY	8.32
	ARBA	GROUP LIFE - JUNE	GROUP LIFE - ROYAL (APR & MAY)	-16.64
* 9799 Subtotal (1 Invoice)				158.08

Vendor Name	Merchant Vendor Name	Invoice Description	Line Item Description	Line Net Amt
9800	WARRANT NO: <unknown> EUREKA OXYGEN CO	FIRE EXTINGUISHER ANNUAL SERVICE	FIRE EXTINGUISHER ANNUAL SERVICE	1,010.97
* 9800 Subtotal (1 Invoice)				1,010.97
9801	WARRANT NO: <unknown> FRANK HAAS	ANNUAL BACKFLOW DEVICE TEST (4)	ANNUAL BACKFLOW DEVICE TEST (4)	160.00
* 9801 Subtotal (1 Invoice)				160.00
9802	WARRANT NO: <unknown> ARROW	EMS SUPPLIES	EMS - EZ-IO 25MM	1,196.37
* 9802 Subtotal (1 Invoice)				1,196.37
9803	WARRANT NO: <unknown> LIFE ASSIST INC	EMS SUPPLIES	EMS SUPPLIES	761.85
	LIFE ASSIST INC	EMS SUPPLIES	EMS SUPPLIES	734.93
	LIFE ASSIST INC	EMS SUPPLIES	EMS SUPPLIES	595.37
* 9803 Subtotal (3 Invoices)				2,092.15
9804	WARRANT NO: <unknown> RESOLVE INSURANCE SY	AMBULANCE BILLING - APR	AMBULANCE BILLING - APR	860.10
* 9804 Subtotal (1 Invoice)				860.10
9805	WARRANT NO: <unknown> DEPARTMENT OF FOREST	SCHEDULE A - 4TH QTR ESTIMATE	SCHEDULE A - 4TH QTR ESTIMATE	724,516.12
	DEPARTMENT OF FOREST	AMADOR - 4TH QUARTER ESTIMATE	AMADOR - 4TH QUARTER ESTIMATE	2,427.03
* 9805 Subtotal (2 Invoices)				726,943.15
9806	WARRANT NO: <unknown> CHRIS DEMELO	REIMB CHAINSAW REPAIR	REIMB CHAINSAW REPAIR	93.93
* 9806 Subtotal (1 Invoice)				93.93
9807	WARRANT NO: <unknown> DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 4	GEMT QAF 2018-19 QTR 4 MEDI-CAL FEE	75.69
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 4	GEMT QAF 2018-19 QTR 4 MEDI-CAL MAN	353.22
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 4	GEMT QAF 2018-19 QTR 4 MEDICARE	1,110.12
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 4	GEMT QAF 2018-19 QTR 4 OTHER	908.28
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 4	GEMT QAF 2018-19 QTR 4 DUAL MEDICAR	504.60
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 1	GEMT QAF 2018-19 QTR 1 MEDI-CAL FEE	50.46
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 1	GEMT QAF 2018-19 QTR 1 MEDI-CAL MAN	454.14
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 1	GEMT QAF 2018-19 QTR 1 MEDICARE	807.36
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 1	GEMT QAF 2018-19 QTR 1 OTHER	555.06
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 1	GEMT QAF 2018-19 QTR 1 DUAL MEDICAR	302.76
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 2	GEMT QAF 2018-19 QTR 2 MEDI-CAL FEE	25.23
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 2	GEMT QAF 2018-19 QTR 2 MEDI-CAL MAN	832.59
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 2	GEMT QAF 2018-19 QTR 2 MEDICARE	1,337.19
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 2	GEMT QAF 2018-19 QTR 2 OTHER	655.98
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 2	GEMT QAF 2018-19 QTR 2 DUAL MEDICAR	327.99
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 3	GEMT QAF 2018-19 QTR 3 MEDI-CAL FEE	100.92
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 3	GEMT QAF 2018-19 QTR 3 MEDI-CAL MAN	403.68
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 3	GEMT QAF 2018-19 QTR 3 MEDICARE	1,034.43
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 3	GEMT QAF 2018-19 QTR 3 OTHER	630.75
	DEPARTMENT OF HEALTH	GEMT QAF 2018-19 QTR 3	GEMT QAF 2018-19 QTR 3 DUAL MEDICAR	454.14
* 9807 Subtotal (4 Invoices)				10,924.59

Vendor Name	Merchant Vendor Name	Invoice Description	Line Item Description	Line Net Amt
9815	WARRANT NO: <unknown>			
	CALIFORNIA STATE FIR CALIFORNIA STATE	FIREFIGHTER ASSOCI ANNUAL MEMBERSHIP	ANNUAL MEMBERSHIP-NEWSOM	80.00
	CALIFORNIA STATE FIR CALIFORNIA STATE	FIREFIGHTER ASSOCI ANNUAL MEMBERSHIP	ANNUAL MEMBERSHIP-PARROTT	80.00
	CALIFORNIA STATE FIR CALIFORNIA STATE	FIREFIGHTER ASSOCI ANNUAL MEMBERSHIP	ANNUAL MEMBERSHIP-RYON	80.00
	CALIFORNIA STATE FIR CALIFORNIA STATE	FIREFIGHTER ASSOCI ANNUAL MEMBERSHIP	ANNUAL MEMBERSHIP-TOTAGRANDE	80.00
	CALIFORNIA STATE FIR CALIFORNIA STATE	FIREFIGHTER ASSOCI ANNUAL MEMBERSHIP	ANNUAL MEMBERSHIP-ZOLENSKY	80.00
* 9815 Subtotal (1 Invoice)				1,760.00
** Grand Total (71 Invoices)				760,758.42

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
WARRANT LIST
April 2019 - Corrected

Loc Legend: 60=Middletown Station; 61=Fire Siren Building; 62=Cobb Station; 63=Hidden Valley Station; 64=Loch Lomond Station; with X represents non-station budget item

Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9752	31.64	LAKE COUNTY EMPLOYEES' ASSN MBRSHP DUES MAY 2019 - HORST		3.301	31.64	31.64	MBRSHP DUES MAY 2019 - HORST			
9753	1,540.00	OPERATING ENGINEERS HEALTH INS MAY2019 - HORST		3.301	1,540.00	1,540.00	HEALTH INS MAY2019 - HORST			
9754	6,099.00	FASIS WKRS COMP 4TH QTR - SFTY WKRS COMP 4TH QTR - SFTY WKRS COMP 4TH QTR - NON SFTY WKRS COMP 4TH QTR - NON SFTY	4.003 4.003 4.001 4.001		2,754.50 2,687.50 581.50 75.50	6,099.00	FASIS-2017-1927 FASIS-2017-1927 FASIS-2017-1927 FASIS-2017-1927	4/1/2019 4/1/2019 4/1/2019 4/1/2019	CUST #SOU003 CUST #SOU003 CUST #SOU003 CUST #SOU003	
9755	13,000.00	SOUTH LAKE COUNTY FIRE PROT DIST PPE 03/31/19		9.001	13,000.00	13,000.00	PPE 03/31/19		8249008999	
9756	166.40	ARBA GROUP LIFE - MAY	ATKINS B BULLOCK D CHASE R COLLINS C COSTA J FENK T FLEENOR T FRAYER B LANNING R LEUZINGER J LIBBY W LOPEZ D MCGEE P MIINCH K NEWSOM M PARROTT ROYAL R RYON B SMITH C TAYLOR R TOTOGRANDE	15.102 15.102	8.32 8.32	166.40	8518 MAY 2019 8518 MAY 2019	4/1/2019 4/1/2019	GROUP #8518	

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
WARRANT LIST
April 2019 - Corrected

Loc Legend: 60=Middletown Station; 61=Fire Siren Building; 62=Cobb Station; 63=Hidden Valley Station; 64=Loch Lomond Station; with X represents non-station budget item

Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
		GROUP LIFE - MAY	ZOLENSKY R	15.102	8.32		8518 MAY 2019	4/1/2019		
		GROUP LIFE - MAR & APR	MCCABE D	15.102	-16.64		8518 MAY 2019	4/1/2019		
Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9757	6,789.08	PULLMAN HEATING & COOLING INC								
		INSTL HEATER #1 (REPL HEATER PURCH BY FIRE SIRENS)	61 18.001		1,900.00	6,789.08	1529	4/5/2019		
		REPL HEATER #2 & INSTL	61 18.001		3,500.00		1529	4/5/2019		
		REPL HEATER & INSTL (RADIO / SERVER ROOM)	60 18.001		1,389.08		1529	4/5/2019		
Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9758	54.86	CHRIS ARAGON								
		REIMB ROOF PROP RAILING WELDING SUPPLIES	18.001	19007	54.86	54.86	112-8770603-0325028	4/5/2019		
Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9759	2,483.14	LIFE ASSIST INC								
		EMS SUPPLIES	19.401		159.20	159.20	908378	3/15/2019	95461FPD	
		EMS SUPPLIES	19.401		1,570.07	1,570.07	911062	3/29/2019	95461FPD	
		EMS SUPPLIES	19.401		753.87	753.87	912375	4/5/2019	95461FPD	
Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9760	2,399.11	WITTMAN ENTERPRISES								
		AMBULANCE BILLING SVC - MAR	23.801		2,399.11	2,399.11	1903043	4/11/2019		
Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9761	1,234.21	RON CHASE								
		REIMB - S215 FIRE OPERATIONS TRNG	28.301		225.00	1,125.00	2192018-CHASE	2/28/2019		
		REIMB - S290 WILDLAND BEHAVIOR TRNG	28.301		350.00		2192018-CHASE	2/28/2019		
		REIMB - S230 CREW BOSS TRNG	28.301		300.00		2192018-CHASE	2/28/2019		
		REIMB - S231 ENGINE BOSS TRNG	28.301		250.00		2192018-CHASE	2/28/2019		
		REIMB - FUEL (TRAVEL TO TRNG)	29.501		58.21	58.21	37624	2/19/2019		
		REIMB - FUEL (PICKING UP E6421)	29.501		51.00	51.00	99141	2/1/2019		
Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9762	800.00	DEBBIE ARRINGTON								
		PALS AND BLS TRNG	AVANSINO 28.301		100.00	800.00	PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	DEMELO 28.301		100.00		PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	FRICKER 28.301		100.00		PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	HALAMA 28.301		100.00		PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	HOTTENDORF 28.301		100.00		PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	LANGE 28.301		100.00		PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	SEYMOUR 28.301		100.00		PALS / BLS	3/26/2019		
		PALS AND BLS TRNG	EVERETT 28.301		100.00		PALS / BLS	3/26/2019		

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
WARRANT LIST
April 2019 - Corrected

Loc Legend: 60=Middletown Station; 61=Fire Siren Building; 62=Cobb Station; 63=Hidden Valley Station; 64=Loch Lomond Station; with X represents non-station budget item

Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9763	2,320.00	MSA SAFETY SALES LLC								
		MSA TRAINING 2/26-27	DOZIER 28.301		1,160.00	2,320.00	960214911	3/25/2019	317751011	
		MSA TRAINING 2/26-27	SEYMOUR 28.301		1,160.00		960214911	3/25/2019	317751011	
9764	75.00	ECTS								
		CPR CARDS/TRAINING	COLLINS 28.303		15.00	75.00	SLCFCPR219	3/20/2019		
		CPR CARDS/TRAINING	FENK 28.303		15.00		SLCFCPR219	3/20/2019		
		CPR CARDS/TRAINING	FRAYER 28.303		15.00		SLCFCPR219	3/20/2019		
		CPR CARDS/TRAINING	LOPEZ 28.303		15.00		SLCFCPR219	3/20/2019		
		CPR CARDS/TRAINING	ZOLENSKY 28.303		15.00		SLCFCPR219	3/20/2019		
9765	228.44	US BANK VOYAGER FLEET SYS								
		FUEL 2/28 - SCBA TRNG	U6021 60X 29.501		127.62	228.44	869083725913	3/20/2019	ACCT #86908-3725	
		FUEL 3/1 - SCBA TRNG	U6021 60X 29.501		100.82		869083725913	3/20/2019	ACCT #86908-3725	
9766	4,579.24	PG&E								
		ELECTRIC CHGS 2/22-3/24	62X 30.001		1,026.82	2,448.52	ACCT #69913707415	3/25/2019		
		ELECTRIC CHGS 2/22-3/24	61X 30.001		132.45		ACCT #69913707415	3/25/2019		
		ELECTRIC CHGS 2/22-3/24	64X 30.001		137.91		ACCT #69913707415	3/25/2019		
		ELECTRIC CHGS 2/22-3/24	60X 30.001		702.39		ACCT #69913707415	3/25/2019		
		ELECTRIC CHGS 2/22-3/24	63X 30.001		448.95		ACCT #69913707415	3/25/2019		
		ELECTRIC CHGS 9/22-10/22	62X 30.001		553.55	2,130.72	REISSUE REPL CK 9661	10/23/2018	ACCT #6991370741-5	2408.4973
		ELECTRIC CHGS 9/22-10/22	61X 30.001		117.25		REISSUE REPL CK 9661	10/23/2018	ACCT #6991370741-5	426.652
		ELECTRIC CHGS 9/22-10/22	64X 30.001		142.76		REISSUE REPL CK 9661	10/23/2018	ACCT #6991370741-5	538.859
		ELECTRIC CHGS 9/22-10/22	60X 30.001		876.02		REISSUE REPL CK 9661	10/23/2018	ACCT #6991370741-5	3247.44
ELECTRIC CHGS 9/22-10/22	63X 30.001		441.14		REISSUE REPL CK 9661	10/23/2018	ACCT #6991370741-5	1886.074		
9767	555.54	FERRELLGAS								
		PROPANE	60X 30.002		338.09	338.09	1105900602	3/25/2019	ACCT #50115647	
		PROPANE	62X 30.002		217.45	217.45	1106053395	4/3/2019	ACCT #50115647	
9768	629.35	CALLAYOMI CO WATER DISTRICT								
		WATER	60X 30.003		46.10	46.10	ACCT #369	3/31/2019		
		WATER	60X 30.003		533.70	533.70	ACCT #80	3/31/2019		
WATER	61X 30.003		49.55	49.55	ACCT #81	3/31/2019				

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
WARRANT LIST
April 2019 - Corrected

Loc Legend: 60=Middletown Station; 61=Fire Siren Building; 62=Cobb Station; 63=Hidden Valley Station; 64=Loch Lomond Station; with X represents non-station budget item

Warrant #	Amount	Payable to / Description	Loc - Exp.Code	PO#	Exp.Amt	Inv. Amt	Invoice #	Invoice Date	Account #	Vendor if US Bank
9769	300.00	NOVA SYSTEMS PHONE SYSTEM SECURITY SYS UPDATE	60X 18.001		300.00	300.00	1723	3/10/2019		
9770	5,974.62	US BANK								
		MAGNETIC HELMET ID TAGS (20)	E6031 11.006	19010	377.11	449.73	21332	3/1/2019	ACCT #4246 0445 5565 3157	DALESIO INC
		MAGNETIC HELMET ID TAGS (40)	PCFS 11.006	19010	72.62		21332	3/1/2019	ACCT #4246 0445 5565 3157	DALESIO INC
		RESOURCE BOOKS (50)	28.310	19005	1,608.75	1,608.75	94798	3/1/2019	ACCT #4246 0445 5565 3157	MIDDLETOWN PRINT & COPY
		PARTS FOR SNOWCAT REPAIR	SC6211 17.003		2,743.00	2,743.00	119529	2/27/2019	ACCT #4246 0445 5565 3157	SPRYTE IMPROVEMENT LLC
		MEALS INC #4110 (40)	13.002		256.49	256.49	803019532	3/6/2019	ACCT #4246 0445 5565 3157	STONE FIRE PIZZA
		HELMET ID SHIELDS (10) - FIREFIGHTER	11.006	19010	604.90	907.35	E1828186	3/16/2019	ACCT #4246 0445 5565 3157	THE FIRE STORE
		HELMET ID SHIELDS (3) - OPERATOR	11.006	19010	181.47		E1828186	3/16/2019	ACCT #4246 0445 5565 3157	THE FIRE STORE
		HELMET ID SHIELDS (1) - ENGINEER	11.006	19010	60.49		E1828186	3/16/2019	ACCT #4246 0445 5565 3157	THE FIRE STORE
		HELMET ID SHIELDS (1) - CAPTAIN	11.006	19010	60.49		E1828186	3/16/2019	ACCT #4246 0445 5565 3157	THE FIRE STORE
		LATE PAYMENT CHARGE	22.701		9.30	9.30	3/22/19 STMT	3/22/2019	ACCT #4246 0445 5565 3157	
		SPECIAL TAX PUBLIC HEARING NOTICE 3/28	24.001		52.91	52.91	6315366	3/26/2019	ACCT #4246 0445 5565 3157	RECORD BEE 3610712
		SPECIAL TAX PUBLIC HEARING NOTICE 4/2 & 9	24.001		88.12	88.12	6316601	3/28/2019	ACCT #4246 0445 5565 3157	RECORD BEE 3610712
		FIRE PREPLAN SOFTWARE	B1417 23.811		45.00	225.00	2806	3/30/2019	ACCT #4246 0445 5565 3157	HANGAR
		FIRE PREPLAN SOFTWARE	B1418 23.811		45.00		2806	3/30/2019	ACCT #4246 0445 5565 3157	HANGAR
		FIRE PREPLAN SOFTWARE	E1487 23.811		45.00		2806	3/30/2019	ACCT #4246 0445 5565 3157	HANGAR
		FIRE PREPLAN SOFTWARE	M6211 23.811		45.00		2806	3/30/2019	ACCT #4246 0445 5565 3157	HANGAR
		FIRE PREPLAN SOFTWARE	M6311 23.811		45.00		2806	3/30/2019	ACCT #4246 0445 5565 3157	HANGAR
		LODGING - FDAC CONF 4/2-4	COMISKY 29.501		687.99	711.46	845-34277	4/5/2019	ACCT #4246 0445 5565 3157	NAPA VALLEY MARRIOTT
		MEALS - FDAC CONF 4/2-4	29.501		23.47		845-34277	4/5/2019	ACCT #4246 0445 5565 3157	NAPA VALLEY MARRIOTT
		WATER 2/28-3/29	63X 30.003		54.65	115.58	50-0500-00	3/29/2019	ACCT #4246 0445 5565 3157	HIDDEN VALLEY LAKE CSD
		SEWER 2/28-3/29	63X 30.004		60.93		50-0500-00	3/29/2019	ACCT #4246 0445 5565 3157	HIDDEN VALLEY LAKE CSD
		LAUNDRY SOAP	63X 14.002		45.05	45.05	21756	3/29/2019	ACCT #4246 0445 5565 3157	BOBS VACUUM
		ANNUAL BOX FEE	22.712		176.00	176.00	BOX #1360	4/1/2019	ACCT #4246 0445 5565 3157	USPS
		BOOSTER/EXTENDER 2/27-3/26	M6211 62X 12.002		38.01	268.39	9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		BOOSTER/EXTENDER 2/27-3/26	M6311 63X 12.002		38.01		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	SPARE 12.002		38.01		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	NM6211 12.002		38.01		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	B1417 31X 12.002		16.02		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	B1418 31X 12.002		16.02		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	E1487 31X 12.002		16.02		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	M6211 62X 12.002		16.02		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		TABLET SVC 2/27-3/26	M6311 63X 12.002		16.02		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
		CELL PHONE SVC 2/27-3/26	P1426 60X 12.002		35.17		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
WARRANT LIST
April 2019 - Corrected

Loc Legend: 60=Middletown Station; 61=Fire Siren Building; 62=Cobb Station; 63=Hidden Valley Station; 64=Loch Lomond Station; with X represents non-station budget item

CELL PHONE SVC 2/27-3/26	M6012	60X	12.002	0.18		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
CELL PHONE SVC 2/27-3/26	DES359	60X	12.002	0.18		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
CELL PHONE SVC 2/27-3/26	SPARE	60X	12.002	0.18		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
CELL PHONE SVC 2/27-3/26	M6011	60X	12.002	0.18		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
CELL PHONE SVC 2/27-3/26	M6211	62X	12.002	0.18		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
CELL PHONE SVC 2/27-3/26	M6311	63X	12.002	0.18		9827034024	3/26/2019	ACCT #4246 0445 5565 3157	VERIZON 771197465-00001
WEBSITE UPDATE / CONFIGURATION			23.812	75.00	75.00	7211	3/22/2019	ACCT #4246 0445 5565 3157	LAKE COUNTY WEBSITES
TRASH P/U		62X	14.001	58.46	58.46	02-0011679-6	3/31/2019	ACCT #4246 0445 5565 3157	SOUTH LAKE REFUSE
TRASH P/U		63X	14.001	51.01	51.01	02-0060172-2	3/31/2019	ACCT #4246 0445 5565 3157	SOUTH LAKE REFUSE
TRASH P/U		60X	14.001	72.59	72.59	02-0015294-0	3/31/2019	ACCT #4246 0445 5565 3157	SOUTH LAKE REFUSE
LIGHT BULB	E6321	63X	17.003	10.71	10.71	428044	3/1/2019	ACCT #4246 0445 5565 3157	HARDESTERS 191590
BOTTLED WATER (8)			13.001	50.00	50.00	INV #39871 SO #395510	3/1/2019	ACCT #4246 0445 5565 3157	ICE WATER CO
BOTTLED WATER (3)			13.001	18.75	18.75	INV #39872	3/29/2019	ACCT #4246 0445 5565 3157	ICE WATER CO
OXYGEN TANK RENTAL			19.402	26.50	26.50	19430618	3/31/2019	ACCT #4246 0445 5565 3157	MATHESON TRI GAS 12299
KEROSENE HEATING FUEL		62	30.005	645.65	645.65	2054941	4/4/2019	ACCT #4246 0445 5565 3157	REDWOOD COAST FUELS 75201
WEED KILLER		62	18.001	69.70	343.15	15104/2	3/29/2019	ACCT #4246 0445 5565 3157	RAINBOW AG 103070
WEED KILLER		63	18.001	69.70		15104/2	3/29/2019	ACCT #4246 0445 5565 3157	RAINBOW AG 103070
WEED KILLER		60	18.001	139.40		15104/2	3/29/2019	ACCT #4246 0445 5565 3157	RAINBOW AG 103070
WEED SPRAYER		60	18.001	64.35		15104/2	3/29/2019	ACCT #4246 0445 5565 3157	RAINBOW AG 103070
WEED EATER STRING		60	27.001	53.61	53.61	15106/2	3/29/2019	ACCT #4246 0445 5565 3157	RAINBOW AG 103070
SMALL ENGINE FUEL		63	17.003	94.33	94.33	15373/2	4/6/2019	ACCT #4246 0445 5565 3157	RAINBOW AG 103070
PEST CONTROL		63X	18.001	90.00	90.00	27371	4/10/2019	ACCT #4246 0445 5565 3157	ARMED FORCE PEST CONTROL ACCT #1762
SMALL ENGINE FUEL 5 GAL 4 STROKE & 2 STROKE		62	17.003	116.75	395.58	SO #10547260	4/6/2019	ACCT #4246 0445 5565 3157	KELSEYVILLE LUMBER SOUFI
SMALL ENGINE FUEL 5 GAL 4 STROKE		60	17.003	278.83		SO #10547260	4/6/2019	ACCT #4246 0445 5565 3157	KELSEYVILLE LUMBER SOUFI
CHAINSAW CHAIN REPL - DAMAGED ON INC #4110	E6031	17.003		310.02	620.04	INV268105	3/26/2019	ACCT #4246 0445 5565 3157	LN CURTIS & SONS C34170
CHAINSAW CHAIN REPL - DAMAGED ON INC #4110	E6321	17.003		310.02		INV268105	3/26/2019	ACCT #4246 0445 5565 3157	LN CURTIS & SONS C34170
LUNCH FOR PALS/BLS TRNG (15)			13.002	139.41	139.41	66389	3/26/2019	ACCT #4246 0445 5565 3157	ROSALES
MEDICAL WASTE DISPOSAL			19.401	83.85	83.85	3004619276	3/11/2019	ACCT #4246 0445 5565 3157	STERICYCLE INC CUST #6148866
INTERNET SVC 3/17-4/16		63X	12.003	66.03	66.03	128147	3/7/2018	ACCT #4246 0445 5565 3157	MEDIACOM
INTERNET SVC 3/27-4/26		62X	12.003	126.03	126.03	165883	3/17/2019	ACCT #4246 0445 5565 3157	MEDIACOM
INTERNET SVC 3/27-4/26		60X	12.003	57.99	57.99	173705	3/17/2019	ACCT #4246 0445 5565 3157	MEDIACOM
BRIDGE TOLL VIOLATION	U6021	60X	29.501	31.00	31.00	T711995655855	3/12/2019	ACCT #4246 0445 5565 3157	FASTRAK
LADDER REPL - DAMAGED ON INC #4110	E6321	17.005		334.22	334.22	INV267220	3/22/2019	ACCT #4246 0445 5565 3157	LN CURTIS & SONS C34170
VELCRO HOSE STRAPS (3)			27.001	36.00	36.00	#J6KQ	3/22/2019	ACCT #4246 0445 5565 3157	FIRE BY TRADE
FIRE EXTINGUISHER & VEHICLE MOUNT	P1426	60	17.004	292.88	292.88	23686265	3/23/2019	ACCT #4246 0445 5565 3157	ULINE.COM CUST #16351113
ACCOUNTABILITY TAGS (10) - APPARATUS		11.006	19010	126.54	486.45	365-SO64425	3/16/2019	ACCT #4246 0445 5565 3157	ALLHANDSFIRE.COM
ACCOUNTABILITY TAGS (20) - FIREFIGHTER		11.006	19010	206.55		365-SO64425	3/16/2019	ACCT #4246 0445 5565 3157	ALLHANDSFIRE.COM
ACCOUNTABILITY TAGS (4) - CAPTAIN		11.006	19010	46.71		365-SO64425	3/16/2019	ACCT #4246 0445 5565 3157	ALLHANDSFIRE.COM
ACCOUNTABILITY TAGS (10) - ENGINEER		11.006	19010	106.65		365-SO64425	3/16/2019	ACCT #4246 0445 5565 3157	ALLHANDSFIRE.COM
DRYING TOWEL CHAMMOIS (6-PACK)		17.003	19010	78.29	78.29	111-5130636-6356201	4/7/2019	ACCT #4246 0445 5565 3157	AMAZON
KEURIG K-CUPS & CREAMER (276)		28.312	19010	216.82	216.82	111-5130636-6356201	4/7/2019	ACCT #4246 0445 5565 3157	AMAZON

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

COUNTY OF LAKE

BUDGET TRANSFER

Fiscal Year: 2018-19

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

TRANSFER FROM:

From: Fund 357 Dept 9557
(000) (0000)

<u>Account</u> (000.00-00)	<u>Account Title</u>	<u>Amount</u>
795.23-80	Prof & Specialized Svc	\$2000
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

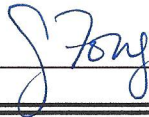
TRANSFER TO:

To: Fund 357 Dept 9557
(000) (0000)

<u>Account</u> (000.00-00)	<u>Account Title</u>	<u>Amount</u>
795.12-00	Communications	\$ 2000
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

Cover unanticipated communication expenditure

Authorized Department Signature:  Date: 4/19/19

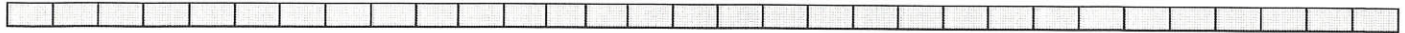
APPROVED DENIED

CHAIRPERSON, DISTRICT DATE

Auditor-Controller Use Only

Date _____ JE# _____ By: _____

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



COUNTY OF LAKE

BUDGET TRANSFER

Fiscal Year: 2018-19

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

TRANSFER FROM:

TRANSFER TO:

From: Fund	<u>357</u>	Dept	<u>9557</u>	
	(000)		(0000)	
<u>Account</u>		<u>Account Title</u>		<u>Amount</u>
(000.00-00)				
<u>795.23-80</u>		<u>Prof & Specialized Svc</u>		<u>\$20</u>
<u>795.23-80</u>		<u>Prof & Specialized Svc</u>		<u>\$800</u>
<u>795.23-80</u>		<u>Prof & Specialized Svc</u>		<u>\$500</u>
<u>795.23-80</u>		<u>Prof & Specialized Svc</u>		<u>\$800</u>
_____		_____		<u>\$</u>
_____		_____		<u>\$</u>
_____		_____		<u>\$</u>

To: Fund	<u>357</u>	Dept	<u>9557</u>	
	(000)		(0000)	
<u>Account</u>		<u>Account Title</u>		<u>Amount</u>
(000.00-00)				
<u>795.48-00</u>		<u>Taxes & Assessments</u>		<u>\$ 20</u>
<u>795.20-00</u>		<u>Memberships</u>		<u>\$ 800</u>
<u>795.15-10</u>		<u>Insurance - Other</u>		<u>\$ 500</u>
<u>795.02-21</u>		<u>FICA/Medicare</u>		<u>\$ 800</u>
_____		_____		<u>\$</u>
_____		_____		<u>\$</u>
_____		_____		<u>\$</u>

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

Cover unanticipated expenditures

Authorized Department Signature:  Date: 5/16/19

APPROVED DENIED

CHAIRPERSON, DISTRICT _____ DATE _____

Auditor-Controller Use Only

Date _____ JE# _____ By: _____