



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

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

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

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

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

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:
4. Motion to approve agenda:  
 MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_
5. Citizens' Input: Any person may speak for three (3) minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda. Total period is not to exceed fifteen (15) minutes, unless extended at the discretion of the Board.
6. Communications:
  - 6.a. Fire Sirens
  - 6.b. Fire Safe Council
  - 6.c. Volunteer Association
  - 6.d. Chief's Report
  - 6.e. Finance Report
  - 6.f. Directors' activities report
7. Regular Items:
  - 7.a. Discussion regarding Notice of Nonrenewal of Professional Services Agreement for First Responder Services between SLCFPD and Napa County and Notice of Change of Address. Placed on the Agenda by Chief Mike Marcucci.  
 MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_
  - 7.b. Consider and approve to waive competitive bidding as it is not in the public interest due to unique nature of the goods; and to approve purchase of PowerPro Gurney and PowerLoad System. Placed on the agenda by Chief Paul Duncan.  
 MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_ YES \_\_\_ NO \_\_\_ ABSTAIN \_\_\_

7.c. Consider and approve to waive competitive bidding as it is not in the public interest due to unique nature of the services; and to approve Agreement between Ridgeline Municipal Strategies, LLC and SLCFPD for Municipal Advisory Services for the purposes of financing the development and construction of Hidden Valley Lake Fire Station for an estimated amount of \$47,000 and authorize chief to execute agreement. Placed on the agenda by Staff.

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

7.d. Appointment of Committee Members by Board President for Calendar Year 2024. Placed on the agenda by Board President.

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

8.a. Meeting Minutes - January

8.b. Warrants – February

9. Motion to Adjourn Meeting:

Posted Feb 16, 2024 by  Gloria Fong, Clerk to the Board of Directors

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

Please join the meeting from your computer, tablet, or smartphone.

<https://us02web.zoom.us/j/81974492440>

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

Meeting ID: [819 7449 2440](https://us02web.zoom.us/j/81974492440)

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

**South Lake Fire Safe Council  
Meeting Minutes  
January 3, 2024**

**Call to Order:** Lewis, Englander and Wenckus present. Pagone via zoom.

**Previous Meeting Minutes:** Approved

**President's Report:** Looking forward to a great new year and some new ideas.

**Treasurer's Report:**

**Bank Balance:** \$7558.40

**Expenses:** \$174.85

**Income:** \$0

**Correspondence:**

**Membership:** 70

**Committee Reports:**

**Chipping:**

**Web Site:** Need training and add calendar

**Facebook:**

**Publicity:** Try to put out a quarterly newsletter.

**Tentative Chipping Schedule:** Must get approval from CLERC and Timberline.

April 8 – 10

July 29 - 31

May 20 – 22

September 9 - 11

June 24 – 26

October 21 - 23

**Speaker:** Pagone will talk about firesafe landscaping at March 6<sup>th</sup> meeting.

**New Business:** Approved budget for flowers.

**Calendar: Include:**

Meetings

Chipping

Speakers

Home Assessment Tours

Other Events

**Items for next meeting agenda:**

Home Assessment Tours

Speakers

Yana from Humboldt

Meeting adjourned.

# Chief Report 2/16/2024

## **North Division Operations:**

All Lake departments were impacted with the recent storms with an unprecedented number of calls. A total of 221 calls for service occurred within the Lake County Operations area. Power failures and cellular communication failures added to the difficulty with the storm response. The Emergency Command Center (ECC) continued to function throughout the incident, dispatching nearly 400 calls throughout the Unit.

Excluding the storm response, operations continue in the winter preparedness mode, with fuels projects being the focus.

## **Camp Operations:**

No change in crew staffing, currently at 2 crews with 17 personnel on each. Winter maintenance is keeping the shop busy, along with facility repairs for storm damage. The crews will be working in Boggs Mountain State Forest to clear roads and trails, and at the Cobb School when school is not in-session.

## **South Lake Operations:**

During the day of the storm, the Fire District responded to an amazing 41 calls for assistance. The bulk of the calls were tree and powerline related. Calls ranged from trees onto the roadways, to residents trapped inside a residence with a floor collapse following a tree strike, to a trapped female in labor with over 10 trees blocking the access to her house. Our personnel performed amazingly, with only 1 vehicle receiving some minor damage from a powerline falling onto an apparatus while driving.

The new GMC utility is working its way through the outfitting process, currently receiving the bed liner coating in Ukiah. Next up will be emergency lighting, siren and console. Radios for the new units have been ordered. The second of the two utilities should be delivered in a couple of weeks and start the same outfitting process. Estimated time of completion for the new units should be around May. Once the new units are in-service, we will work on the disposal of the older ½ ton Dodge, through the GovDeals process.

New Hidden Valley Station is progressing, following a recent meeting with the Architect and consultant. An agreement for services with the Architect will be going to our legal counsel for changes/corrections, then to the Board for approval. In the Board packet will be information on the funding process for the station, and a request for municipal advisory services to detail and finalize the station funding options.

The new Medic Unit is completed and is in-service at the Cobb Station as Medic 6211. The old M6211 will become M6011, and the old M6011 will become M6012. Old M6012 is in the GovDeals process for disposal. The intent is to maintain a fleet of 2 frontline and 2 reserve medic units.

The district has hired and is utilizing a local mechanic for some of our fleet repairs that are no longer covered under the maintenance agreement, due to their age. This is going well, with equipment seeing less downtime and all compliance inspections being handled on a timely basis.

The district was contacted by Lake County Local Agency Formation Commission with assisting in updating the Municipal Service Review and Sphere of Influence report, last done about 10 years ago. Gloria may be contacted to receive a copy of the 27-page report.

End of Report,  
Paul



A Tradition of Stewardship  
A Commitment to Service

**Fire Administration**  
County Executive Office

1195 Third Street, Suite 310  
Napa, CA 94559-3092  
www.countyofnapa.org

Main: (707) 259-8199

**David Shew**  
Fire Administrator

February 13, 2024

*Via Personal Delivery*

South Lake County Fire Protection District  
c/o Fire Chief Mike Marcucci  
P.O. Box 1360  
21095 Highway 175  
Middletown, CA 95461

Re: Notice of Nonrenewal of Professional Services Agreement for First Responder Services and Notice of Change of Address

Dear Chief Marcucci:

By way of this correspondence, the County is providing you with Notice of Nonrenewal of the professional services agreement ("Agreement") for first responder services (Napa County Agreement No. 160098B-16) per paragraph 1 of the Agreement.

Also, please be on notice that the mailing and business address for notices (per Agreement paragraph 11) should be revised to the following address:

Napa County Fire Administrator  
1195 Third St, Suite 310  
Napa, CA 94559

I will be contacting you shortly to renegotiate the Agreement should your district wish to continue services after June 30, 2024.

Sincerely,

A handwritten signature in blue ink that reads "David B. Shew".

DAVID SHEW  
Napa County Fire Administrator  
as designee of the Napa County Executive Officer

CC: Jason Martin, Napa County Fire Department Deputy Fire Chief  
J.R. Rogers, Fire Administrator Project Manager  
Ryan Alsop, Napa County CEO

**NAPA COUNTY AGREEMENT NO. 8036**  
**SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT AGREEMENT NO. \_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this first day of July, 2013, by and between the South Lake Fire Protection District, hereinafter referred to as "DISTRICT", and NAPA COUNTY a political subdivision of the State of California, hereinafter referred to as "COUNTY";

**RECITALS**

**WHEREAS**, COUNTY's Fire Department (hereinafter referred to as "NCFD") desires to contract with DISTRICT as a component of NCFD's standard response plan to provide first responder services in the unincorporated area of COUNTY adjacent to the DISTRICT, identified in the map attached hereto as Exhibit "C" and incorporated by reference herein,

**WHEREAS**, both the DISTRICT and COUNTY have the authority under Government Code section 55632 to enter into this Agreement for fire protection and suppression and related emergency response services; and

**TERMS**

**NOW, THEREFORE**, COUNTY and DISTRICT mutually agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2014, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause), 9 (Other Termination) or 21(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 6 (Insurance) and 78 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of DISTRICT to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 13 (Confidentiality), 18 (Taxes) and 19 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of COUNTY by the Napa County Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
2. **Scope of Services.** DISTRICT shall provide COUNTY, those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.
3. **Compensation.** Compensation shall be as set forth in Exhibits "B", attached hereto and

incorporated by reference herein. All payments for compensation to DISTRICT shall be made only upon presentation by DISTRICT of an itemized billing invoice in a form acceptable to the COUNTY.

4. **Independent Contractor.** DISTRICT and COUNTY shall perform their obligations under this Agreement as independent contractors. DISTRICT and COUNTY, including the officers, agents and employees of each, are not, and shall not be deemed, employees of the other party, for any purpose, including workers' compensation and employee benefits. DISTRICT and COUNTY shall each, at their own risk and expense, determine the method and manner by which duties imposed on DISTRICT and COUNTY, respectively, by this Agreement shall be performed; provided, however, that DISTRICT and COUNTY may each monitor the work performed by the other party hereto.

5. **Specific Performance.** It is agreed that DISTRICT and COUNTY, including the agents or employees of each, shall be the sole providers of the services required by this Agreement. Because the services to be performed by DISTRICT and COUNTY under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, DISTRICT and COUNTY, in addition to any other rights or remedies which DISTRICT and COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by DISTRICT and COUNTY.

6. **Insurance.** DISTRICT and COUNTY shall each obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, DISTRICT and COUNTY shall provide workers' compensation insurance for the performance of any of their respective duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide certification of all such coverages upon request by the respective Risk Managers.

(b) Liability insurance. DISTRICT and COUNTY shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. DISTRICT and COUNTY shall each obtain and maintain in full force and effect during the term of this Agreement, a policy of comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with their business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by

one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to DISTRICT or COUNTY's Risk Manager, which shall be on file with the respective Risk Managers prior to commencement of performance of any of DISTRICT or COUNTY duties; shall reference this Agreement by its DISTRICT or COUNTY number ; shall be kept current during the term of this Agreement; shall provide no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) DISTRICT or COUNTY shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT or COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of a respective party not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT or COUNTY shall pertain only to liability for activities of DISTRICT or COUNTY under this Agreement, and that the insurance provided is primary coverage to DISTRICT or COUNTY with respect to any insurance or self-insurance programs maintained by DISTRICT or COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of respective DISTRICT or COUNTY's Risk Manager, DISTRICT or COUNTY shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, DISTRICT or COUNTY's Risk Manager, which approval shall not be denied unless the DISTRICT or COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of DISTRICT or COUNTY by this Agreement. At the option of and upon request by DISTRICT or COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects DISTRICT or COUNTY, its officers, employees, agents and volunteers or DISTRICT or COUNTY shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## 7. **Hold Harmless/Defense/Indemnification.**

(a) To the full extent permitted by law, DISTRICT and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that respective party or its officers, agents, employees, volunteers, when performing any activities or obligations required of the respective party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this



Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. DISTRICT and COUNTY each accept responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of DISTRICT and COUNTY under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, DISTRICT or COUNTY shall hold the respective party and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or respective party actions in this regard.

(c) Obligations Relating to Criminal Background Checks.

(1) DISTRICT and COUNTY shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, DISTRICT and COUNTY shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires DISTRICT and COUNTY to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

(2) Notwithstanding anything to the contrary in (a) or (b), DISTRICT and COUNTY shall defend and indemnify each other as well as their respective officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of DISTRICT or COUNTY to conduct the criminal background investigation described in this subparagraph (c) or from the failure of DISTRICT and COUNTY after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

8. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices). COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

9. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given

and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Fire Department  
1199 Big Tree Road  
St. Helena, CA 94574

CONTRACTOR

South Lake County Fire Protection District  
P.O. Box 1360  
21095 Highway 175  
Middletown, CA 95461

12. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** DISTRICT hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. DISTRICT also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of DISTRICT whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

13. **Confidentiality.** Except where authorized in writing by the other party's Fire Chief or his designee or otherwise required by law, each party shall maintain in confidence any information obtained or records created by the other party in the course of providing the services required of the party under this Agreement and shall promptly notify the other party's Fire Chief in the event that either party receives any request for such information or records under the Public Records Act or pursuant to subpoena or court order.

14. **No Assignments or Subcontracts.** A consideration of this Agreement is the personal reputation of DISTRICT and/or COUNTY to the areas where the services are needed; therefore, DISTRICT and/or COUNTY shall not assign any interest in this Agreement or subcontract any of the services either party is to perform hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by DISTRICT and/or COUNTY, or to perform any of the remaining services required under this Agreement within the same time frame in an equally timely manner the services required under this Agreement shall be deemed to be reasonable grounds for either party here to withhold its consent to assignment.

15. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of either party to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

16. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

17. **Compliance with Laws.** Each party hereto shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, each party and its respective subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-

identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. Each party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, each party shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to one of the parties services or works required of the other party by the State of California pursuant to agreement between the other party and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and the party and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. Each party agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of such party performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Each party shall make the required documentation available upon request to the other party for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of a party under this Agreement are subcontracted to a third party, the party shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

18. **Taxes.** Each party agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Each party agrees to indemnify and hold the other party harmless from any liability it may incur to the United States or the State of California as a consequence of the other party's failure to pay or withhold, when due, all such taxes and obligations. In the event that either party is audited for compliance regarding any withholding or other applicable taxes or amounts, each party agrees to furnish other party with proof of payment of taxes or withholdings on those earnings.

19. **Access to Records/Retention.** DISTRICT or COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of parties which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and

transcriptions. Except where longer retention is required by any federal or state law, DISTRICT or COUNTY shall maintain all required records for at least seven (7) years after respective parties makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

20. **Authority to Contract.** Each party warrants hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

21. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. DISTRICT and COUNTY hereby covenant that they presently have no interest not disclosed to the other party and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as the other party may consent to in writing prior to the acquisition by the respective party of such conflict. The parties further warrant that they are unaware of any financial or economic interest of any public officer or employee of DISTRICT or COUNTY relating to this Agreement. DISTRICT and COUNTY agree that if such financial interest does exist at the inception of this Agreement, DISTRICT or COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to DISTRICT under this Agreement.

(b) Statements of Economic Interest. Each party acknowledges and understands that each party has developed and approved a Conflict of Interest Code as required by state law which requires each party to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that parties, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

22. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

23. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties, including persons residing or owning land within the areas identified in Exhibit "C" and the parties do not intend to create such rights.

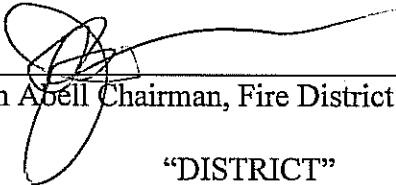
24. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

25. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

26. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

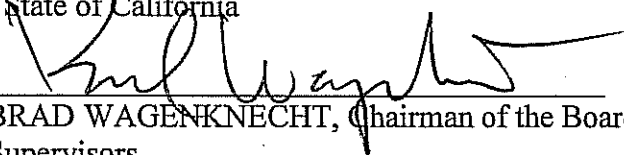
**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

By   
Jim Abell Chairman, Fire District Board

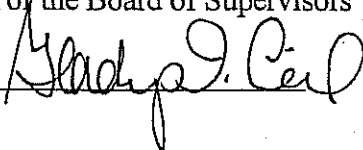
“DISTRICT”

COUNTY OF NAPA, a political subdivision of  
The State of California


By   
BRAD WAGENKNECHT, Chairman of the Board of  
Supervisors

“COUNTY”

ATTEST: GLADYS I. COIL,  
Clerk of the Board of Supervisors

By: 

**APPROVED AS TO FORM**  
Office of County Counsel  
By: *Laura J. Anderson (e-signature)*  
Deputy County Counsel  
Date: July 22, 2013

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: 11/12/2013  
Processed by:   
Deputy Clerk of the Board

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **A. SERVICES TO BE PROVIDED BY DISTRICT:**

1. **Staffing:** DISTRICT shall respond with minimum 2-0 staffing to calls set forth in EXHIBIT "C". Any additional staffing shall not be part of this Agreement.
2. **Response:** DISTRICT shall provide one engine for all emergency type calls within the defined area set forth in Exhibit "C" when CAL FIRE resources are not available to respond. This will be primarily during the winter preparedness period from October 15 until May 15.
3. **Mutual Aid:** This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement.

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

1. **Mutual Aid:** This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT "B"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

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

COUNTY:

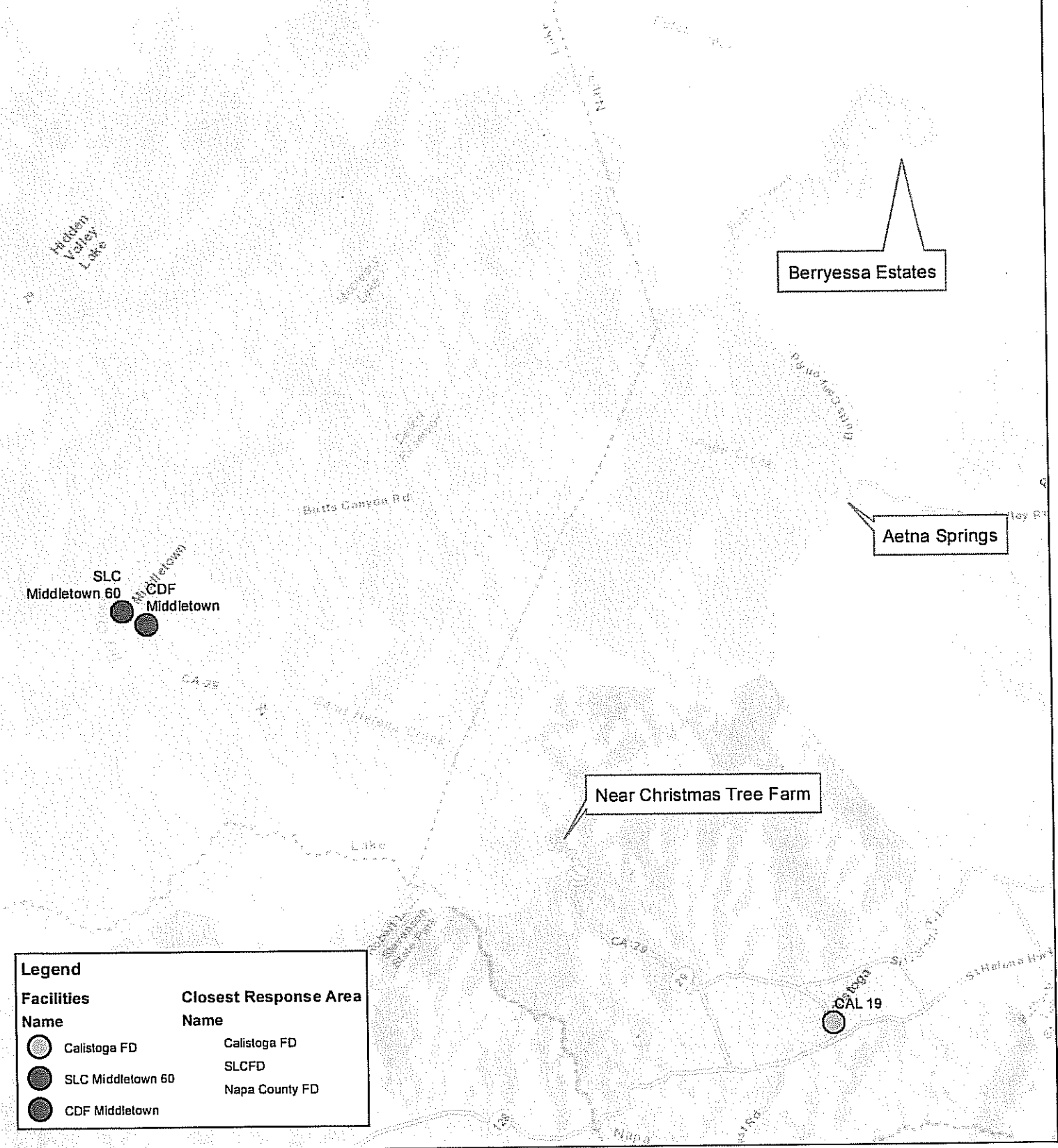
1. The COUNTY will compensate the DISTRICT at the rate of \$926.00 per call.
2. The base contract shall compensation the DISTRICT for responding to 80 calls per year in the contract area for a total of \$74,080 per year of the contract. If the response into the contract area exceeds 80 calls annually, the COUNTY shall compensate the DISTRICT at a rate of \$926.00 per response.
3. The COUNTY shall pay two installments, \$37,040.00 prior to January 15<sup>th</sup> and the remaining amount prior to June 15<sup>th</sup>.



**EXHIBIT "C"**

**See map attached.**

# Exhibit C, South Lake County Fire District AA

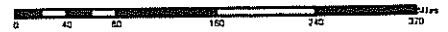


| Facilities Name   | Closest Response Area Name |
|-------------------|----------------------------|
| Calistoga FD      | Calistoga FD               |
| SLC Middletown 60 | SLCFD                      |
| CDF Middletown    | Napa County FD             |



Exhibit C, South Lake County Fire District AA

Map Created By: Tom Knecht, FCPFE  
7/17/2013, HAD 1983. Map not to scale.



LNU  
1:127,000  
1 inch = 10,583 feet



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

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

**STAFF REPORT**

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

**From:** Paul Duncan, Assistant Fire Chief

**Re:** PowerPro Gurney and PowerLoad System Purchase

**SUMMARY**

With the addition of the new Medic 6211, we are short one powered gurney and loading system, to put the Unit in service, and keep the reserve available.

**EXECUTIVE SUMMARY**

The powered gurneys require a loading system to lift the gurney into the unit and secure it. M6011, the red reserve Ambulance had a loading system that was moved to the new Ambulance, and wired in. That leaves us short one loading system and a powered gurney which was never purchased for the backup unit.

**BACKGROUND**

The District maintains emergency medical equipment to transport patients. This piece of equipment is a powered gurney and loading system which saves the backs and joints of personnel, plus is much safer when loading the patient into the Ambulance.

**ANALYSIS**

A purchase would allow the district to maintain the 4 Ambulances for staffing purposes, and not have to remove equipment to place another rig into service. Currently, we have 3 powered gurneys and 1 manual gurney. For the loading systems, we have 3, and due to the amount of work to move them, it is not feasible to call a tech in from out of the area to disassemble one and assemble the other. Plus, if the tech is unavailable, then we have to go without a powered gurney until they can come.

Staff are familiar with the powered gurney and loading system. Switching to a manual system is a liability, because they have to adapt to the manual system that they do not use regularly, and the functionality is much different.

**FISCAL IMPACTS**

**Purchase of the gurney and loading system would be funded out of the GEMT/PPIGT funds that are returned to the District and are required to be spent on EMS-related items. The total cost of the system would be \$80,052 (attached).**

**RECOMMENDATION**

Proceed with the purchase of a powered Stryker Gurney with a powered loading system.



## x1 PP2 & PL

Quote Number: 10844454

Version: 1

Prepared For: SOUTH LAKE COUNTY FIRE PROTECTION

Attn:

Rep: Sahel Segovia

Email: sahel.segovia@stryker.com

Phone Number: (408) 545-8169

Quote Date: 01/04/2024

Expiration Date: 02/03/2024

Contract Start: 01/04/2024

Contract End: 01/03/2025

### Delivery Address

Name: SOUTH LAKE COUNTY FIRE PROTECTION

Account #: 20172799

Address: 21095 HWAY 175

MIDDLETOWN

California 95461

### Sold To - Shipping

Name: SOUTH LAKE COUNTY FIRE PROTECTION

Account #: 20172799

Address: 21095 HWAY 175

MIDDLETOWN

California 95461

### Bill To Account

Name: SOUTH LAKE COUNTY FIRE PROT

Account #: 20173068

Address: POBox 1360

95461-1360

### Equipment Products:

| #                | Product      | Description                    | U/M | Qty | Sell Price  | Total       |
|------------------|--------------|--------------------------------|-----|-----|-------------|-------------|
| 1.0              | 639005550001 | MTS POWER LOAD                 | PCE | 1   | \$29,256.30 | \$29,256.30 |
| 2.0              | 650705550001 | 6507 POWER PRO 2, HIGH CONFIG  | PCE | 1   | \$29,795.72 | \$29,795.72 |
| 3.0              | 650707000002 | KIT, ALVARIUM BATTERY, SERVICE | PCE | 1   | \$847.20    | \$847.20    |
| 4.0              | 650700450301 | ASSEMBLY, BATTERY CHARGER      | PCE | 1   | \$1,212.80  | \$1,212.80  |
| 5.0              | 650700450102 | ASSEMBLY, POWER CORD, NORTH AM | PCE | 1   | \$28.00     | \$28.00     |
| Equipment Total: |              |                                |     |     |             | \$61,140.02 |

### ProCare Products:

| #              | Product           | Description   | Qty | Sell Price | Total       |
|----------------|-------------------|---|-----|------------|-------------|
| 6.1            | POWERLOAD-PROCARE | Power Load for MTS POWER LOAD<br>01/05/2024 - 01/04/2030<br>Parts, Labor, Travel Preventative Maintenance                                   | 1   | \$9,934.80 | \$9,934.80  |
| 6.2            | POWERPRO-PROCARE  | Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG<br>01/05/2024 - 01/04/2030<br>Parts, Labor, Travel Preventative Maintenance Batteries Service | 1   | \$8,154.90 | \$8,154.90  |
| ProCare Total: |                   |   |     |            | \$18,089.70 |



**x1 PP2 & PL**

Quote Number: 10844454  
Version: 1  
Prepared For: SOUTH LAKE COUNTY FIRE PROTECTION  
Attn:

Rep: Sahel Segovia  
Email: sahel.segovia@stryker.com  
Phone Number: (408) 545-8169

Quote Date: 01/04/2024  
Expiration Date: 02/03/2024  
Contract Start: 01/04/2024  
Contract End: 01/03/2025

**Price Totals:**

|                               |                    |
|-------------------------------|--------------------|
| Estimated Sales Tax (0.000%): | \$0.00             |
| Freight/Shipping:             | \$821.67           |
| <b>Grand Total:</b>           | <b>\$80,051.39</b> |

Prices: In effect for 30 days  
Terms: Net 30 Days

**Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



# South Lake County Fire Protection District

— in cooperation with —

## California Department of Forestry and Fire Protection

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

**DATE:** February 16, 2023

**TO:** Board of Directors

**FROM:** Gloria Fong  
Staff Services Analyst

**SUBJECT:** Agreement between Ridgeline Municipal Strategies LLC and South Lake County Fire Protection District for Municipal Advisory Services

Attached is subject agreement for the purposes of financing the development and construction of Hidden Valley Lake Fire Station. It is being provided for the Board to consider and approve for estimated amount of \$47,000. Below are the steps moving forward. And, as such, Dmitry Semenov, Principal of Ridgeline Municipal Strategies, LLC informs of the following. Special thanks to Dmitry Semenov for his detailed summary.

In terms of budget, we propose the following approach:

- Initial planning effort:
  - Work focuses around the development of the initial financing plan and evaluation of financing alternatives. Basically, to determine what funding will come from where and when.
  - The goal is to help you identify the best course of action and determine how much debt is truly necessary.
  - This will be the T&M portion of the work. As soon as we have identified the course of action, the T&M portion will be complete, and the work will go into the debt issuance portion.
  - We propose a not-to-exceed budget of \$9,500
- Debt Issuance:
  - This takes you all the way through getting the project funded.
  - Fees depend on the amount of financing proceeds and the type of financing (bank loan / bonds / USDA loan).
  - Since we don't know yet where we will end up yet, we included the entire range of our fees.
  - The fees are contingent upon bank loan or bond financing closing and paid from financing proceeds.
  - Special payment arrangement is required for the USDA loan given the length and complexity of the process.
  - Fees are also stated if there is a grant opportunity and our support is necessary.
- Anything else:
  - If any support is necessary after you get the funding, additional budget will be determined based on what help you actually need

Agreement term – given that the financing could still be quite a bit of time away, we propose agreement term through June 30, 2026. The agreement can be extended further, if necessary.

Prior to receiving attached agreement, Chiefs Mike Marcucci, Paul Duncan and Gloria Fong met briefly with Dmitry Semenov last month about financing. Below is Dmitry Semenov's summary. It is offered to inform the Board what came from discussion.

Summary of our station financing discussion:

- Grant Funding – start 2 years out
  - Reach out to your elected representatives on state and federal side (both congress and senate). If you need assistance from a good lobbying consultant, let me know and I can put you in touch with one.
- Financing Options (only the ones that do not require voter approval and no additional taxes):
  - USDA Loan – start 1.5 years out:
    - Advantages: good rates, may come with a small grant, 30-year term
    - Disadvantages: long application process, a lot of conditions, may require separate construction financing, heavy staff involvement
  - Bond Financing (Lease revenue bonds / certificates of participation) – 120 days:
    - Advantages: good rates, simple conditions comparing to USDA, 30-year term
    - Disadvantages: moderate staff involvement, stringent continuing disclosure, inflexible prepayment (no prepayments in the first 10 years)
  - Bank Loan / Private Placement (lease-purchase agreement) – 90 days:
    - Advantages: simplest process, least staff time involvement, best prepayment flexibility
    - Disadvantages: higher rates, recently most banks have been out of the market (can change), limited term (15-20 years max)

A couple of other thoughts:

- You mentioned Tri-Counties Bank. We rarely see them on municipal transactions. They usually have higher interest rates and complicated documentation process. If bank financing is the route that you would like to take, you should be able to do better through the RFP process.
- If you think you would want to include the money that you are spending on the project design and permitting into the financing, you need to adopt a reimbursement resolution. If you need assistance with that, I can put you in touch with a good bond counsel who.

How Ridgeline can help:

- We are a municipal advisor. Our role is to be your fiduciary in the financing process and ensure that your interests are protected and you get the best overall terms.
- Our services include:
  - Preparing the financing plan and strategy
  - Managing the financing process and the financing team
  - Providing board and staff education
  - Reviewing financing terms
  - Reviewing all documentation
  - Preparation of rating presentation

Financing team members include:

- Bond / Disclosure Counsel – draft up the document and the official statement (bond sale)
  - Underwriter / placement agent – markets the bonds to investors / manages the bank RFP process
  - Municipal advisor – transaction management and issuer fiduciary
  - Rating agency – assigns credit rating to the bonds (bond sale only)
- We can help you put together the financing team.



**RIDGELINE MUNICIPAL STRATEGIES, LLC  
AGREEMENT FOR MUNICIPAL ADVISORY SERVICES**

**THIS AGREEMENT** (the “Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between the South Lake County Fire Protection District, a fire protection district organized and existing under the laws of the State of California, with its principal place of business at 21095 State Hwy 175, Middletown, CA 95461 (the “Client”), and Ridgeline Municipal Strategies, LLC, a California Limited Liability Company, with its principal place of business at 2213 Plaza Drive, Rocklin, CA 95765 (“Ridgeline”), sets forth the terms and conditions under which Ridgeline shall provide municipal advisory and consulting services to the Client.

**WHEREAS**, the Client wishes to obtain the services of a municipal advisor on an exclusive basis to assist in financial planning and financing management in connection with the issuance of certain debt obligations (the “Debt Obligations”) for the purpose of financing the development and construction of the Hidden Valley Lake Fire Station to be located at 19287 Hartmann Road, Lake County, California (the “Project”); and

**WHEREAS**, Ridgeline is duly licensed and has the necessary qualifications, experience, and personnel necessary to properly provide the Scope of Services;

**WHEREAS**, the Client desires to retain Ridgeline to provide the Scope of Services; and

**WHEREAS**, the President of the Board of Directors of the Client and the Client’s Fire Chief are each individually authorized to enter into this Agreement on behalf of the Client; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the Client and Ridgeline agree as follows:

**SECTION I. SCOPE OF SERVICES**

- A. Ridgeline shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). Any material changes in or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. The Client acknowledges and agrees that some of the individual tasks listed in Exhibit A may not be applicable. Services provided by Ridgeline which

are not specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the Client and Ridgeline. Upon request of the Client, Ridgeline may agree to additional services to be provided by Ridgeline by a separate agreement between the Client and Ridgeline.

- B. Ridgeline shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Ridgeline shall provide corrective services without charge to the Client for work which fails to meet these standards and which is reported to Ridgeline in writing within sixty (60) days of discovery.
- C. The Client shall cooperate with Ridgeline and will furnish all information, data, records, and reports existing and available to the Client to enable Ridgeline to carry out work outlined in the Scope of Services. Ridgeline shall be entitled to reasonably rely on information, data, records, and reports furnished by the Client, however, the Client makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to Ridgeline which were furnished to the Client by a third party. Ridgeline shall have a duty to bring to the Client's attention any deficiency or error it may discover in any information provided to Ridgeline by the Client or a third party.
- D. Ridgeline shall, at its sole cost and expense, furnish all facilities and equipment that may be required for providing Services pursuant to this Agreement. The Client shall furnish to Ridgeline no facilities or equipment, unless the Client otherwise agrees in writing to provide the same.

## **SECTION II. WORK SCHEDULE**

The services of Ridgeline are to commence as soon as practicable after the execution of this Agreement. Ridgeline shall thereafter diligently perform the Services through to completion unless otherwise directed by the Client or unless earlier terminated.

## **SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

- A. Ridgeline is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates Ridgeline as the Client's independent registered municipal advisor ("IRMA") with regard to the attached Scope of Services for purposes of

SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”). Ridgeline shall not be responsible for, or have any liability in connection with, verifying that Ridgeline is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The Client acknowledges and agrees that any reference to Ridgeline, its personnel, and its role as IRMA, including in the written representation of the Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by Ridgeline. The Client further agrees not to represent that Ridgeline is the Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without Ridgeline’s prior written consent.

- B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in Ridgeline’s Disclosure Statement delivered to the Client together with this Agreement as Exhibit C.

#### **SECTION IV. COMPENSATION**

For the Services provided under this Agreement, Ridgeline’s professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **SECTION V. TERM AND TERMINATION**

- A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 30, 2026, unless extended by amendment or terminated earlier as provided herein.
- B. The Client may suspend this Agreement and Ridgeline’s performance of the Services, wholly or in part, for such period as it deems necessary in the Client’s sole discretion. Ridgeline will be paid for satisfactory services performed through the date of suspension.
- C. If Ridgeline at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without Client’s consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to

properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

- D. If Ridgeline fails to cure the default within seven (7) days after written notice from the Client, the Client may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by Ridgeline in connection with the provision of Services and (a) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Ridgeline under this Agreement; or (b) terminate this Agreement.
- E. This Agreement and all Services to be rendered under it may be terminated upon fifteen (15) days written notice from either party, with or without cause. In the event Client elects to terminate this Agreement, Ridgeline shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

## **SECTION VI. ASSIGNMENT**

Ridgeline shall not assign any interest in this Agreement without the prior written consent of the Client.

## **SECTION VII. INFORMATION TO BE FURNISHED TO AND BY RIDGELINE**

- A. All information, data, reports, and records (“Data”) in the possession of the Client or any third party agent to the Client necessary for carrying out any services to be performed under this Agreement shall be furnished to Ridgeline, and the Client shall cause its agent(s) to cooperate with Ridgeline in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Client in connection with a municipal securities transaction or municipal financial product and/or relevant to the Client’s determination whether to proceed with a course of action.
- B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by Ridgeline under this Agreement shall be and remain the property of the Client for its use in any manner it deems appropriate. Ridgeline agrees that all copyrights which arise

from creation of the work pursuant to this Agreement shall be vested in the Client and waives and relinquishes all claims to copyright or intellectual property rights in favor of the Client. Ridgeline shall deliver the work product to the Client in the PDF format electronically. Ridgeline shall use all reasonable efforts to ensure that any electronic files provided to the Client will be compatible with the Client's current computer hardware and software. Ridgeline makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the Client at the commencement of this Agreement. Ridgeline shall be permitted to maintain copies of all such data for its files. The Client acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the Client use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Ridgeline, Ridgeline makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the Client's sole risk. Any and all liability arising out of changes made by the Client to Ridgeline's deliverables is waived against Ridgeline unless the Client has given Ridgeline prior written notice of the changes and has received Ridgeline's written consent to such changes.

- C. To the extent the Client requests that Ridgeline provide advice with regard to any recommendation made by a third party, the Client will provide to Ridgeline written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Client acknowledges and agrees that while Ridgeline is relying on the Data in connection with its provision of the services under this Agreement, Ridgeline makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.
- D. In the course of performing services under this Agreement Ridgeline may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the Client. Should Ridgeline undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by Ridgeline that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the Ridgeline's other clients, or to any other third party, without the Client's prior express written consent.

## **SECTION VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT

21095 State Hwy 175  
P.O. Box 1360  
Middletown, CA 95461  
Attention: Fire Chief Mike Marcucci

RIDGELINE MUNICIPAL STRATEGIES, LLC

2213 Plaza Drive  
Rocklin, CA 95765  
Attention: Dmitry Semenov

## **SECTION IX. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties under this Agreement on the part of Ridgeline or any of its associated persons, neither Ridgeline nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of Ridgeline or any of its associated persons, upon any advice or recommendation provided by Ridgeline to the Client.

## **SECTION X. INDEMNIFICATION**

- A. To the fullest extent allowed by law, Ridgeline shall indemnify, defend with counsel acceptable to the Client, and hold harmless the Client and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, taxes, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened,

arising out of Ridgeline's performance of the Services, its misclassification of its employees (as independent contractors) who provide services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, except to the extent such Liability caused by the sole negligence or willful misconduct of the Client or its officers, officials, employees, agents or volunteers.

- B. Ridgeline's obligation to defend and indemnify shall not be excused because of Ridgeline's inability to evaluate Liability or because Ridgeline evaluates Liability and determines that Ridgeline is not liable to the claimant. Ridgeline must respond within thirty (30) days to the tender of any claim for defense and indemnity by the Client, unless this time has been extended by the Client. If Ridgeline fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due Ridgeline under and by virtue of this Agreement as shall reasonably be considered necessary by the Client, may be retained by the Client until disposition has been made of the claim or suit for damages, or until Ridgeline accepts or rejects the tender of defense, whichever occurs first.
- C. This obligation to defend and indemnify the Client set forth here is binding on the successors, assigns or heirs of Ridgeline and shall survive the termination or completion of this Agreement or this section or final payment to the fullest extent and duration allowed by law.

#### **SECTION XI. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

- A. Ridgeline, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the Client by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.
- B. Ridgeline acknowledges that Ridgeline: (a) is free from the control and direction of the Client in connection with the performance of the Services; (b) performs Services outside the usual course of the Client's business; and (c) is customarily engaged in an independently established trade, occupation, or business of the same nature as Ridgeline performs for the Client, and has the option to perform

such work for other entities. Ridgeline shall have no authority to contract for or otherwise bind the Client.

## **SECTION XII. DISPUTE RESOLUTION**

- A. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Lake.
- B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

## **SECTION XIII. ELECTRONIC DELIVERY OF DOCUMENTS**

The Client agrees that delivery of information and documents shall be in a manner acceptable to Ridgeline, and the Client agrees and acknowledges that delivery shall normally be via electronic means, including, but not limited to, an emailed hyper-link to the email address provided to Ridgeline by the Client. The Client hereby consents to such electronic delivery of all documents and information required pursuant to this Agreement, acknowledges that this form of electronic delivery constitutes delivery to the Client of the information linked thereto or contained therein and agrees and acknowledges that: (a) the Client's consent to electronic delivery means that the Client will receive an email that contains either a hyper-link that will connect the Client to the relevant information on a particular web page of Ridgeline's website or a web site of a third-party or an attachment, such as a PDF file or other document; (b) the Client has access to this media and the ability to print and/or download the information provided thereby; (c) the Client will update the Client's electronic contact information immediately



if the Client's email address changes; (d) the Client agrees to maintain a working and operational email address and a computer system that is able to accept and incorporate then-current standards of communication; and (e) the Client's consent to electronic delivery, as described herein, is valid until the Client effectively revokes such consent. Occasional requests for paper documents will not trigger revocation. The Client may revoke such consent to electronic delivery at any time by providing written notice to Ridgeline.

#### **SECTION XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. Ridgeline and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

#### **SECTION XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between the Client and Ridgeline and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **SECTION XIV. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

*[Signature Page to Follow on Next Page]*

IN WITNESS THEREOF, the Client and Ridgeline have executed this Agreement as of the day and year herein above written.

**SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIDGELINE MUNICIPAL STRATEGIES, LLC**

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

Name: Dmitry Semenov

Title: Principal

## EXHIBIT A SCOPE OF SERVICES

### **Task 1: Initial Financial Planning**

- *Financing Alternatives and Plan.* Ridgeline will work with the Client to explore various financing alternatives available to the Client pertaining to the Project and develop a preliminary financing plan, including recommendations as to the method of sale, timing, sizing and structure of the Debt Obligations to be transacted based on optimized total financing costs, projected cash flow requirements, and debt service capacity.

### **Task 2: Issuance of Debt Obligations**

- *Financing Team.* Assist with selection of financing team members (bond counsel, underwriter / placement agent, trustee, credit rating agency, bond insurer, etc., as applicable).
- *Financing Schedule.* Manage the financing process and coordinate activities of financing team members. Prepare a schedule of activities and ensure the financing is completed in a timely manner.
- *Method of Sale, Timing, Sizing and Structure of Debt Obligations.* Develop the financing plan for the Debt Obligations including timing, sizing, and structure.
  - *Method of Sale.* Advise as to the appropriate method of sale for the Debt Obligations.
  - *Preparation of Lender Request for Proposals.* Assist with the preparation and distribution of Request for Proposals to banks and analyze the responses of the responding banks, if applicable.
  - *Preparation of Official Statement.* Assist the Client and disclosure counsel with the preparation of the Official Statement and review the Official Statement.
  - *Timing of Issues.* Advise on the timing for each series of Debt Obligations based on historical and projected revenues and expenses, market interest rates, and other factors.
  - *Sizing of Issues.* Advise on the sizing of the Debt Obligations based on the nature of the financing, federal tax law limitations, state regulatory restrictions, targeted rates, goals of the financing program, and other matters.
  - *Structure of Debt Obligations.* Advise on the repayment structure of the Debt Obligations based on targeted rates, impact on interest costs, prudent debt management practices, and other considerations.

- *Rating Agency Preparation.* Develop the rating strategy and prepare the credit rating agency presentation to optimize the credit rating assigned to the Debt Obligations, if applicable.
- *Credit Enhancement Support.* Assist with the evaluation of credit enhancement options, including bond insurance and letter of credit, if applicable.
- *Lender Due Diligence Assistance.* Assist the Client in providing due diligence information requested by lenders, if applicable.
- *Authorizing Documentation.* Provide bond counsel with information necessary for the preparation of authorizing documentation. Review authorizing documentation before approval.
- *Pricing Strategy.* Assist the Client throughout the sale preparation and negotiation process:
  - Perform market conditions monitoring.
  - Advise the Client on the propriety of the Underwriter's or Placement Agent's proposed pricing and compensation relative to the current market conditions.
  - Negotiate to obtain the lowest rates and costs for the Debt Obligations.
  - Prepare pricing analysis of proposed financing alternatives.
  - Provide quantitative schedules showing the final pricing results.
- *Closing Process.* Prepare closing memorandum, review closing documents, and assist in the closing of the transaction.

### **Task 3: Non-Contingent Services.**

- *Ongoing Program Management.* Provide ongoing support for the Client's debt management program as mutually agreed upon between the Client and Ridgeline including, but not limited to, investment of debt obligation proceeds and reserve fund moneys, continuing disclosure compliance management, assistance with the levy and collection of taxes/revenues, and the repayment of the debt obligations.
- *Ongoing Responsibilities.* Review certain ongoing responsibilities of the Client as an issuer of debt obligations, including responsibilities with regard to state law obligations, federal tax law obligations, and other, and assist in the arrangement of certain ongoing services at the written request of the Client.

## **COST IS THE RESPONSIBILITY OF THE AGENCY**

The Client understands that there are program costs that are required for completion of the Debt Obligations that shall be the responsibility of the Client. These may include the fees of placement agents, accountants, trustees, bond and disclosure counsel and other third parties, the underwriter's discount, the cost of printing and distributing the Official Statements, notices, insurance, title reports, rating services, bond insurance, etc.

**EXHIBIT B  
COMPENSATION FOR SERVICES**

**Task 1:** For the Services described in **Task 1 (Initial Financial Planning)**, Ridgeline will be compensated on a time-and-materials basis up to a **not-to-exceed budget of \$9,500**. Invoices will be submitted to the Client monthly, due and payable within 30 days. If there are material changes to the Scope of Services, a revised budget may be negotiated by a mutual written agreement.

Hourly rates are updated on an annual basis on January 1 to reflect inflation impacts. The hourly rates for the 2024 calendar year are as follows:

| Title              | Rate  |
|--------------------|-------|
| Principal          | \$315 |
| Associate          | \$200 |
| Research Associate | \$105 |

**Task 2:** For the Services described in **Task 2 (Issuance of Debt Obligations)**, Ridgeline will be paid a flat fee based on the method of sale and amount of financing proceeds, according to the schedule below:

| Par Amount                   | Private Placement | Public Sale | Government Loan |
|------------------------------|-------------------|-------------|-----------------|
| Less than \$2 million        | \$19,500          | \$29,500    | \$33,500        |
| \$2 million to \$5 million   | \$23,500          | \$33,500    | \$37,500        |
| \$5 million to \$15 million  | \$28,500          | \$38,500    | \$42,500        |
| \$15 million to \$30 million | \$34,500          | \$44,500    | \$48,500        |
| \$30 million to \$50 million | \$39,500          | \$49,500    | \$53,500        |
| Over \$50 million            | n/a               | \$59,500    | \$63,500        |

This schedule reflects the fees for 2024 calendar year and will be adjusted on January 1 of each year, starting with January 1, 2025, based on the Consumer Price Index.

Direct expenses and travel fees related to financing transaction work are included in the fee amount.

Payments for private placement and public sale financings are contingent upon financing closing and due at work completion, with invoices payable at transaction closing, usually from financing proceeds.

If multiple series of financing are completed through the same method of sale at the same time, fee discounts may be available for the concurrent funding series.

Government loan financing work includes application preparation and filing (non-financial portions of the application are the responsibility of the City and its consultants)

Fees for government loans (USDA, SRF and WIFIA) are paid as follows:

- 50% of the fee is due and payable when the complete application is submitted, regardless of whether the loan is approved or not.
- The balance of the fee is due when the loan is approved and funds are ready to be obligated, regardless of whether the Client accepts the loan terms and closes on the loan.
- Non-financing post-approval support (review and tracking of conditions, communication with the agency, draw processing, compliance support, etc.) is not covered by the flat fee and will be compensated at hourly rates, should the Client require such support.

### **Grant Applications**

Grant applications and associated work are compensated at hourly rates, not to exceed \$25,000 per grant application. If a grant is included as a part of a government loan, a flat fee of \$7,500 per grant will be due at the time of loan closing.

**Task 3:** For the Services described in **Task 3 (Non-Contingent Services)**, Ridgeline will be compensated on a time-and-materials basis at the rate shown above. Budget for each service will be determined based on the required scope of work. Invoices will be submitted to the Client monthly, due and payable within 30 days.

**APPENDIX C**  
**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION**  
**RIDGELINE MUNICIPAL STRATEGIES, LLC**

**I. Introduction**

Ridgeline Municipal Strategies, LLC (hereinafter, referred to as “Ridgeline”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2.

The MSRB is the primary rulemaking body for the municipal securities industry in general and municipal advisors in particular. Their website can be accessed at [www.msrb.org](http://www.msrb.org). The website includes, among other things, the municipal advisory client brochure, which describes protections that are provided by the MSRB’s rules and the process for filing complaints with appropriate regulatory authorities. The municipal advisory client brochure can be accessed at:

<http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>.

In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of our advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c)(ii). Ridgeline employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

***Fiduciary Duty***

Ridgeline has a fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that includes the following.

*Duty of Care:*

- Exercise due care in performing its municipal advisory activities;
- Possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- Make a reasonable inquiry as to the facts that are relevant to the Client’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and,
- Undertake a reasonable investigation to determine that we are not providing any recommendations on materially inaccurate or incomplete information.
- We must have a reasonable basis for:
  - Any advice provided to or on behalf of the Client;
  - Any representations made in a certificate that we sign that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client’s securities; and,
  - Any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.



### *Duty of Loyalty:*

We must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of Ridgeline. We will eliminate or provide full and fair disclosure (included herein) to the Client about each material conflict of interest (as applicable). We will not engage in municipal advisory activities with the Client, as a municipal entity, if we cannot manage or mitigate our conflicts in a manner that permits us to act in the Client's best interest.

### *How We Identify and Manage Conflicts of Interest*

**Code of Ethics.** Ridgeline requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee's independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

**Policies and Procedures.** Ridgeline has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

**Supervisory Structure.** Ridgeline has both a compliance and supervisory structure in place that enables us to identify and monitor employees' activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client's interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** Ridgeline will disclose to clients those situations that it believes would create a material conflict of interest, such as:

- 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of Ridgeline;
- 2) any payment made to obtain or retain a municipal advisory engagement with a client;
- 3) any fee-splitting arrangement with any provider of an investment or services to a client;
- 4) any conflict that may arise from the type of compensation arrangement we may have with a client; and
- 5) any other actual or potential situation that Ridgeline is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If Ridgeline identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. Ridgeline will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. Ridgeline will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement, and will provide such additional information or clarification as the client may request. Ridgeline will also advise clients in writing of any subsequent

material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

## **II. General Conflict of Interest Disclosures**

### ***Disclosure of Conflicts Concerning the Firm's Affiliates***

Ridgeline does not have any affiliates that provide any advice, service, or product to or on behalf of the Client that is directly or indirectly related to the municipal advisory activities to be performed by Ridgeline.

### ***Disclosure of Conflicts Related to the Firm's Compensation***

Ridgeline has not made any payments directly or indirectly to obtain or retain the Client's municipal advisory business.

Ridgeline has not received any payments from third parties to enlist Ridgeline's recommendation to the Client of its services, any municipal securities transaction or any municipal finance product.

Ridgeline has not engaged in any fee-splitting arrangements involving Ridgeline and any provider of investments or services to the Client.

From time to time, Ridgeline may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, Ridgeline may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, Ridgeline may contract with clients on an hourly fee basis. If Ridgeline and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. Ridgeline manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

### ***Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients***

Ridgeline regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the

course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

#### ***Disclosure Related to Legal and Disciplinary Events***

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access Ridgeline filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed at [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

Ridgeline does not have any legal or disciplinary events or disciplinary history on its Form MA and Form(s) MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. There have been no material changes to a legal or disciplinary event disclosure on any form MA or Form MA-I filed with the SEC.

#### ***Disclosure Related to Recommendations***

If Ridgeline makes a recommendation of a municipal securities transaction or municipal financial product or it the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, Ridgeline will determine, based on the information obtained through reasonable diligence of Ridgeline whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, Ridgeline will inform the Client of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Ridgeline reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and,
- whether Ridgeline has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by Ridgeline, Ridgeline is not required on that basis to disengage from providing services to the Client.

#### ***Disclosure Related to Record Retention***

Pursuant to the SEC record retention regulations, Ridgeline is required to maintain in writing, all communications and created documents between Ridgeline and the Client for five (5) years.

### **III. Specific Conflicts of Interest Disclosures - Client**

To our knowledge, following reasonable inquiry, as of the commencement of the Scope of Services, we are not aware of any actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42. If we become aware of any potential conflict of interest that arises after this disclosure, we will disclose the detailed information in writing to the Client in a timely manner.

Ridgeline does not act as principal in any of the transactions related to its role / work on the Scope of Services.

Ridgeline does not have any other engagements or relationships that might impair Ridgeline's ability to either render unbiased and competent advice to or on behalf of the Client, or to fulfill our fiduciary duty to the Client, as applicable.



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

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

**DATE:** February 14, 2023  
**TO:** Board of Directors  
**FROM:** Gloria Fong  
Staff Services Analyst  
**SUBJECT:** Appointment of Committee Members for Calendar Year 2024.

As per Board of Directors Policy Manual Section 4.3, the Board President shall appoint and publicly announce the members of the ad hoc committees for the ensuing year no later than the Board's regular meeting in February or when deemed necessary or advisable.

Committees consists of a maximum of two directors and any other persons as deemed necessary and desirable and will present reports and recommendations on their work to the full Board at regular meetings. The first director named shall be the chairperson thereof, and set meeting time and place, and recommendations should be submitted to the Board via a written or oral report, preferably written. Prior to the committee meeting, the duties of the ad hoc committees shall be outlined at the Board's regular meeting by the Board President, and the committee shall be considered dissolved when its final report has been made. Appointed members are reminded that these are ad hoc committees that shall only meet when duties are outlined by the Board President at a regularly scheduled meeting. It is handled this way so committees are not having to adhere to Brown Act agenda posting requirement.

The ad hoc committees are 1) Equipment and Facilities Committee, assigned to review functions, activities, and or operations pertaining to the operation and maintenance of Fire District equipment and facilities; 2) Policy Review Committee, assigned to review functions, activities, and or operations pertaining to the Fire District policies; and 3) additional committees as deemed necessary or advisable by himself/herself and/or the Board.

Previously appointed at the December 20, 2022 meeting were Directors Bostock and Martinelli to the Policy Review Committee and Directors Comisky and Stephenson to the Equipment and Facilities Committee. The Board President may appoint same or different members for the calendar year 2024.



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

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

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

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

1. *Vice President Comisky called meeting to order at 7:01 p.m.*
2. *Chief Duncan led pledge of allegiance.*
3. *Present: Directors Stephanie Cline, Madelyn Martinelli and Matthew Stephenson, Vice President Jim Comisky and President Rob Bostock (arrived at meeting just prior to Regular Item 7a). Also present: Chiefs Mike Marcucci and Paul Duncan, Battalion Chief York, Office Clerk Karin Collett, and Board Clerk Gloria Fong*
4. **CLINE/STEPHENSON MOTION** to approve agenda. **AYES:** Comisky, Cline, Martinelli, Stephenson. **NOES:** None. **ABSENT:** Bostock. **MOTION CARRIED.**
5. Citizens' Input: Any person may speak for three (3) minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda. Total period is not to exceed fifteen (15) minutes, unless extended at the discretion of the Board.

*None.*

6. Communications:
  - 6.a. Fire Sirens: *It was noted that their social media presence is real good job.*
  - 6.b. Fire Safe Council: *Minutes of last meeting attached to agenda packet.*
  - 6.c. Volunteer Association: *Association President Todd Fenk reports the four recruits are going through academy, the Association chartered boat on Sunday for crab trip for team building.*
  - 6.d. Chief's Report

*In addition to report, Chief Duncan reports we were approached by land owner from back side here about purchasing land and requires more investigation. Engine 6011 did go on GovDeals for auction thanks to Gloria .*
  - 6.e. Finance Report: *There are no additions other than later for the warrant list.*
  - 6.f. Directors' activities report

*Director Martinelli reports she completed wire transfer and there's an upcoming one in February.*

*Directors Stephenson and Cline have no activity to report.*

*Director Comisky reports Fire District Association of California committees he sits on are gearing up to get white paper out the ad valorem / Prop 13 situation, which is about what fire districts for last 40 years been promised but went to other areas.*

7. Regular Items:

- 7.a. Consider and approve Resolution No 2023-24-10 Approving the South Lake County Fire Protection District Fire Mitigation Fee Nexus Study and Requesting the Lake County Board of Supervisors Adopt and Implement the Proposed Fire Mitigation Fee Program on Behalf of the District. Placed on the agenda by Chief Mike Marcucci.

*Dmitry Semenov of Ridgeline reviewed with Board presentation in agenda packet and reports public hearings for Lakeport and Northshore Fire were last week, Kelseyville Fire's is tomorrow and Lake County Fire's is next week, and that it was a pleasure to work with staff on a complicated project.*

**MARTINELLI/CLINE MOTION** to approve resolution with \$2.00 per square foot for residential and \$2.61 per square foot for non residential. AYES: Comisky, Cline, Martinelli, Stephenson, Bostock. NOES: None. **MOTION CARRIED.**

- 7.b. Consider and approve Supplementary Ambulance Services Agreement with American Medical Response West (AMR) and authorize Board President to execute agreement. Placed on the agenda by Chief Mike Marcucci.

*Chief Marcucci reports that the service agreement compensation is \$500 each call or \$250 per hour in addition to patient fees, and that just off 2023 #s run in November would have brought \$2,700 in additional revenue.*

**COMISKY/CLINE MOTION** to approve 7b as submitted. AYES: Comisky, Cline, Martinelli, Stephenson, Bostock. NOES: None. **MOTION CARRIED.**

- 7.c. Consider and approve the purchase of two Gas Monitors \$8,754 to replace two leased and serviced Gas Monitors. Placed on the agenda by Chief Duncan.

*Engineer Clark reports that the gas monitors have timed out, meaning leasing them that contract expired in October, spending about \$6,000 leasing them and request instead to spend money to buy and maintain ourselves. Calibration station is exact same set up with gas supply and needs replacement of sensor once every two years. He sees them lasting 10 years and this grew from contract with Geysers.*

**STEPHENSON/CLINE MOTION** to approve 7c. AYES: Comisky, Cline, Martinelli, Stephenson, Bostock. NOES: None. **MOTION CARRIED.**

- 7.d. Consider and approve Resolution No 2023-24-11 Canceling Reserves for Participation in the State Intergovernmental Transfer Program in amount of \$242,453. Placed on the agenda by Staff Services Analyst Gloria Fong.

**COMISKY/CLINE MOTION** to pass 7d as submitted. AYES: Comisky, Cline, Martinelli, Stephenson, Bostock. NOES: None. **MOTION CARRIED.**

- 7.e. Consider and Surplus two Cardiac Monitors replaced by Zoll Cardiac Monitors recently placed into service and 2001 Ford Ambulance License 1288128 (M6011) effective when its replacement of recently purchased 2022 Ford Ambulance is in service. Placed on the agenda by Chief Duncan.

**CLINE/BOSTOCK MOTION** effective today to surplus two cardiac monitors that were replaced by Zoll cardiac monitors and the 2001 ambulance. **AYES:** Comisky, Cline, Martinelli, Stephenson, Bostock. **NOES:** None. **MOTION CARRIED.**

- 7.f. Election of President of the Board of Directors, Vice President of the Board of Directors, Secretary and / or Clerk to the Board of Directors for calendar year 2024. Placed on the agenda in accordance with Fire District Bylaws. (Outgoing President conducts election and adjourns tonight's meeting). Placed on the agenda by Staff Services Analyst Gloria Fong.

*President Bostock nominates Director Comisky as president, Gloria Fong as board clerk, Director Stephenson as vice president. President Bostock closed nominations and vote be taken.*

**AYES:** Comisky, Cline, Martinelli, Stephenson, Bostock. **NOES:** None. **MOTION CARRIED.**

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

8.a. Meeting Minutes - December


8.b. Warrants – December

*Additions to the warrant list are \$382.90 to AT&T for telephone charges, \$250.00 to Tanya Drew for station cleaning, and \$80.00 to Armed Force Pest Control for Station 62 pest control, \$2,000 to Tahoe Nordic Search and Rescue Team for snowcat trailer and new January total of \$1,139,329.51.*

**CLINE/MARTINELLI MOTION** approve consent calendar with mentioned adjustments. **AYES:** Comisky, Cline, Martinelli, Stephenson, Bostock. **NOES:** None. **MOTION CARRIED.**

9. **CLINE/BOSTOCK MOTION** to adjourn meeting at 8:08 pm. All in attendance are in favor of motion.

Respectfully submitted by  
Gloria Fong, Board Clerk:

DocuSigned by:  
  
AA6C7B669C144F1...

READ AND APPROVED BY  
JIM COMISKY, President – Board of Directors:



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

Detail Report by Vendor, Invoice  
 Run Date: 02/15/2024 05:38:39pm By: GF

Selection Criteria:  
 Include Inv Batch No: SLCF 02/23/2024

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

| Check No | Vendor Name                         | Invoice          | Inv Date   | Invoice Description                 | Budget Exp Acct       | Inv Total  | Req No / Descr 2 |
|----------|-------------------------------------|------------------|------------|-------------------------------------|-----------------------|------------|------------------|
| 11200    | ACTION SANITARY                     | 530798           | 02/01/2024 | EX6021 PORTABLE TOILET & SINK       | 357-9557-795-28-30-60 | 180.00     |                  |
| 11201    | WILLIAM L ADAMS PC                  | 248              | 12/30/2023 | LEGAL EXPENSE ME 12/31/23           | 357-9557-795-23-80-SP | 245.00     |                  |
| 11201    | WILLIAM L ADAMS PC                  | 269              | 02/01/2024 | LEGAL EXPENSE ME 01/31/24           | 357-9557-795-23-80-SP | 144.00     |                  |
| 11202    | JENE MARIE ANDERTON                 | 14               | 02/02/2024 | EMS CONSULTANT                      | 357-9557-795-23-80-AB | 1,500.00   |                  |
| 11203    | ARBA                                | 8518FEB2024      | 01/03/2024 | GROUP LIFE FOR PCFS                 | 357-9557-795-03-30-G  | 216.32     |                  |
| 11203    | ARBA                                | 8518MAR2024      | 02/01/2024 | GROUP LIFE FOR PCFS                 | 357-9557-795-03-30-G  | 216.32     |                  |
| 11204    | ARCHILOGIX                          | ALX-93060        | 12/31/2023 | ARCHITECTURAL SVCS 10/1/23-12/31/23 | 357-9557-795-23-80-SP | 9,585.00   |                  |
| 11205    | AT AND T                            | 21262536         | 02/13/2024 | TELEPHONE CHARGES ME 02/12/24       | 357-9557-795-30-00-T4 | 382.60     |                  |
| 11206    | CALLAYOMI CO WATER DISTRICT         | 80 013024        | 02/02/2024 | WATER USAGE                         | 357-9557-795-30-00-WO | 609.37     |                  |
| 11206    | CALLAYOMI CO WATER DISTRICT         | 81 013024        | 02/02/2024 | WATER USAGE                         | 357-9557-795-30-00-WF | 45.25      |                  |
| 11207    | COUNTY OF LAKE SOLID WASTE          | 257 013124       | 02/01/2024 | GARAGE DISPOSAL                     | 357-9557-795-30-00-GF | 110.71     |                  |
| 11208    | CROSS CONNECTIONS EMERGENCY SERVICE | 20230831SLCFPD   | 01/23/2024 | RADIO COMPONENTS NEW MEDIC UNIT     | 357-9557-795-28-48-62 | 9,791.15   |                  |
| 11208    | CROSS CONNECTIONS EMERGENCY SERVICE | 20240130SLCFPD   | 02/02/2024 | RADIO COMPONENTS NEW UTILITIES      | 357-9557-795-17-00-60 | 634.68     |                  |
| 11209    | DEPARTMENT OF FORESTRY AND FIRE PRO | 170489           | 02/02/2024 | Q2 (AMADOR) FY 2023-24              | 357-9557-795-23-80-CF | 3,933.15   |                  |
| 11209    | DEPARTMENT OF FORESTRY AND FIRE PRO | 170531           | 02/05/2024 | Q2 (SCH A) FY 2023-24               | 357-9557-795-23-80-CF | 951,359.60 |                  |
| 11210    | EMERGENCY CARE TRAINING & SUPPLY    | SLCF CPR124      | 01/29/2024 | CPR TRAINING                        | 357-9557-795-28-30-T  | 213.50     |                  |
| 11210    | EMERGENCY CARE TRAINING & SUPPLY    | SLCF INRZ124     | 01/29/2024 | CPR INSTRUCTOR COURSE               | 357-9557-795-28-30-T  | 593.00     |                  |
| 11211    | FECHTER & COMPANY CPAS              | 2656             | 01/23/2024 | 2022, 2021 AUDIT COMPLETION         | 357-9557-795-23-80-SP | 1,000.00   |                  |
| 11211    | FECHTER & COMPANY CPAS              | 2725             | 02/13/2024 | 2023 SCO FTR                        | 357-9557-795-23-80-SP | 2,000.00   |                  |
| 11212    | HIDDEN VALLEY AUTO BODY             | RO5665           | 01/18/2024 | MARKER LIGHT REPAIR M6311           | 357-9557-795-28-48-63 | 1,364.27   |                  |
| 11212    | HIDDEN VALLEY AUTO BODY             | RO5685           | 01/05/2024 | DOOR,HANDLE REPL & DETAIL E6011     | 357-9557-795-17-00-60 | 2,176.49   |                  |
| 11213    | BARBARA HORST                       | HORST FEB2024    | 02/05/2024 | OPEB REIMBURSEMENT                  | 357-9557-795-03-30-R  | 572.97     |                  |
| 11214    | ROBERT LANNING                      | 4659772484       | 02/04/2024 | REIMB MEALS UPSTAFF STATION         | 357-9557-795-13-00-60 | 81.49      |                  |
| 11215    | ROBERT LANNING                      | INV122041        | 02/08/2024 | FUEL REDUCTION-JAN2024              | 357-9557-795-28-30-60 | 6,528.00   |                  |
| 11216    | LIFE ASSIST INC                     | 95461FPD 013124  | 01/31/2024 | EMS SUPPLIES                        | 357-9557-795-19-40-MS | 3,354.06   |                  |
| 11217    | DENNIS DAVID MAHONEY                | 150              | 01/27/2024 | LANDSCAPE SERVICE                   | 357-9557-795-18-00-60 | 400.00     |                  |
| 11218    | MADELYN MARTINELLI                  | MARTINELLI020624 | 02/06/2024 | REIMB MLG PPGEMTIGT WIRE TRNF       | 357-9557-795-29-50-B  | 37.10      |                  |
| 11219    | DAVE MUNCH                          | MUNCH020624      | 02/06/2024 | REIMB CERTIFIED MAIL/RETURN RECEIPT | 357-9557-795-22-71-60 | 26.19      |                  |
| 11220    | PG AND E                            | 699137074150122  | 01/23/2024 | ELECTRIC CHGS                       | 357-9557-795-30-00-E2 | 5,455.71   |                  |
| 11221    | ROTO-ROOTER OF LAKE COUNTY          | 71472            | 01/18/2024 | PLUMBING REPAIR                     | 357-9557-795-18-00-60 | 567.50     |                  |
| 11222    | SOUTH LAKE COUNTY FIRE PROTECTION D | PPE013124        | 01/31/2024 | PAYROLL PPE013124                   | 357-9557-795-09-00-00 | 19,176.51  |                  |
| 11222    | SOUTH LAKE COUNTY FIRE PROTECTION D | PPE103123        | 10/31/2023 | PAYROLL PPE103123                   | 357-9557-795-09-00-00 | 11,608.39  |                  |

| Check No | Vendor Name                         | Invoice       | Inv Date   | Invoice Description           | Budget Exp Acct       | Inv Total Req No / Descr 2 |
|----------|-------------------------------------|---------------|------------|-------------------------------|-----------------------|----------------------------|
| 11222    | SOUTH LAKE COUNTY FIRE PROTECTION D | PPE113023     | 11/30/2023 | PAYROLL PPE113023             | 357-9557-795-09-00-00 | 4,317.01                   |
| 11222    | SOUTH LAKE COUNTY FIRE PROTECTION D | PPE123123     | 12/31/2023 | PAYROLL PPE123123             | 357-9557-795-09-00-00 | 5,640.51                   |
| 11223    | TELEFLEX LLC                        | 9508029473    | 03/10/2024 | EMS SUPPLIES                  | 357-9557-795-19-40-MS | 602.38                     |
| 11224    | US BANK VOYAGER                     | 8690837252404 | 01/24/2024 | FUEL FOR EX6021, E6031, M6311 | 357-9557-795-28-30-60 | 1,131.86                   |
| 11225    | WITTMAN ENTERPRISES                 | 2312043       | 02/06/2024 | AMBULANCE BILLING DEC 2023    | 357-9557-795-23-80-AB | 3,341.07                   |
| 11226    | US BANK                             |               |            | VARIOUS (SEE ATTACHED)        |                       | 2,973.50                   |
| 11227    | U.S.BANK                            |               |            | VARIOUS (SEE ATTACHED)        |                       | 32,034.85                  |
|          |                                     |               |            |                               | TOTAL                 | 1,084,149.51               |

| Check No | Merchant Vendor Name                | Inv Date   | Invoice Description                  | Budget Exp Acct       | Inv Total | Req No / Descr 2         |
|----------|-------------------------------------|------------|--------------------------------------|-----------------------|-----------|--------------------------|
| 11226    | TRACTOR SUPPLY CO                   | 01/17/2024 | FENCING SUPPLIES FOR AIR CURTAIN     | 357-9557-795-28-30-60 | 853.04    |                          |
| 11226    | COSTCO WHOLESALE SANTA ROSA         | 01/08/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 1,252.09  | CAL FIRE TRAINING BUREAU |
| 11226    | COSTCO WHOLESALE SANTA ROSA         | 01/08/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 308.73    | CAL FIRE TRAINING BUREAU |
| 11226    | SAFEWAY-PETALUMA                    | 01/08/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 300.00    | CAL FIRE TRAINING BUREAU |
| 11226    | SAFEWAY-ST HELENA                   | 01/12/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 64.39     | CAL FIRE TRAINING BUREAU |
| 11226    | FIRE BY TRADE TOOLS                 | 01/11/2024 | HOSE STRAPS OES359, E6011            | 357-9557-795-28-30-60 | 99.57     |                          |
| 11226    | GALLS LLC                           | 01/11/2024 | MIC HOLDER E6031                     | 357-9557-795-28-30-60 | 95.68     |                          |
|          |                                     |            |                                      | SUBTOTAL              | 2,973.50  |                          |
| 11227    | HARDESTERS                          | 02/05/2024 | MEALS UPSTAFF STATION                | 357-9557-795-13-00-60 | 68.30     |                          |
| 11227    | JAMF SOFTWARE LLC                   | 02/09/2024 | DEVICE MGMT SOFTWARE ME 03/09/24     | 357-9557-795-28-30-60 | 48.00     |                          |
| 11227    | SU GARDEN RESTAURANT                | 02/05/2024 | MEALS UPSTAFF STATION                | 357-9557-795-13-00-60 | 248.82    |                          |
| 11227    | ICE WATER CO                        | 01/31/2024 | HYDRATION FOR STATIONS               | 357-9557-795-13-00-60 | 87.40     |                          |
| 11227    | MATHESON TRI GAS INC                | 01/31/2024 | MEDICAL OXYGEN                       | 357-9557-795-19-40-O  | 202.08    |                          |
| 11227    | MATHESON TRI GAS INC                | 01/31/2024 | MEDICAL OXYGEN                       | 357-9557-795-19-40-O  | 770.40    |                          |
| 11227    | AW EQUIPMENT REPAIR INC             | 01/10/2024 | VEHICLE C-SERVICE/ REPAIR WT6211     | 357-9557-795-17-00-62 | 4,875.00  |                          |
| 11227    | AW EQUIPMENT REPAIR INC             | 01/19/2024 | VEHICLE REPAIR E6031                 | 357-9557-795-17-00-60 | 1,531.95  |                          |
| 11227    | AW EQUIPMENT REPAIR INC             | 02/01/2024 | VEHICLE C-SERVICE E6231              | 357-9557-795-17-00-62 | 4,950.00  |                          |
| 11227    | AW EQUIPMENT REPAIR INC             | 02/02/2024 | VEHICLE 90 DAY SERVICE WT6011        | 357-9557-795-17-00-60 | 225.00    |                          |
| 11227    | AW EQUIPMENT REPAIR INC             | 02/14/2024 | VEHICLE 90 DAY SERVICE OES359        | 357-9557-795-17-00-60 | 225.00    |                          |
| 11227    | LAKE COUNTY WASTE SOLUTIONS         | 02/01/2024 | REFUSE/RECYCLE COLLECTION            | 357-9557-795-30-00-G2 | 82.82     |                          |
| 11227    | LAKE COUNTY WASTE SOLUTIONS         | 02/01/2024 | REFUSE/RECYCLE COLLECTION            | 357-9557-795-30-00-G0 | 180.67    |                          |
| 11227    | LAKE COUNTY WASTE SOLUTIONS         | 02/01/2024 | REFUSE/RECYCLE COLLECTION            | 357-9557-795-30-00-G3 | 72.27     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | ACI FENCING SUPPLIES                 | 357-9557-795-28-30-60 | 36.12     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | STA 60 DRAIN CLEANER                 | 357-9557-795-14-00-60 | 10.71     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | STA 60 SINK REPAIR SUPPLIES          | 357-9557-795-18-00-60 | 59.58     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | EX6021 REPAIR SUPPLIES               | 357-9557-795-17-00-60 | 9.72      |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | STA 60 MEAL SUPPLIES (3@12.40EA)     | 357-9557-795-13-00-60 | 37.22     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | OES359 MEAL SUPPLIES (6@14.70EA)     | 357-9557-795-13-00-60 | 88.21     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | OES359 MEALS (6@9.88EA)              | 357-9557-795-13-00-60 | 59.25     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | STA 60 COOKING SUPPLIES              | 357-9557-795-14-00-60 | 26.75     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | OES359 MEALS (6@8.32EA)              | 357-9557-795-13-00-60 | 49.89     |                          |
| 11227    | HARDESTERS                          | 01/31/2024 | STA 60 VEHICLE CLEAN SUPPLIES        | 357-9557-795-17-00-60 | 72.91     |                          |
| 11227    | LAKE PARTS INC                      | 01/31/2024 | WT6211 SERVICE PARTS                 | 357-9557-795-17-00-62 | 944.95    |                          |
| 11227    | LAKE PARTS INC                      | 01/31/2024 | WT6211 SERVICE PARTS                 | 357-9557-795-17-00-62 | 30.60     |                          |
| 11227    | LAKE PARTS INC                      | 01/31/2024 | E6031 SERVICE PARTS                  | 357-9557-795-17-00-60 | 64.50     |                          |
| 11227    | LAKE PARTS INC                      | 01/31/2024 | E6231 SERVICE PARTS                  | 357-9557-795-17-00-62 | 403.66    |                          |
| 11227    | LAKE PARTS INC                      | 01/31/2024 | E6031 PARTS RETURN                   | 357-9557-795-17-00-60 | -11.97    |                          |
| 11227    | DC CUSTOMS, INC                     | 01/30/2024 | BED LINER (NEW UTILITY VEH)          | 357-9557-795-17-00-60 | 571.22    |                          |
| 11227    | 5 11 TACTICAL                       | 02/01/2024 | UNIFORM APPAREL                      | 357-9557-795-28-30-TB | 419.68    | CAL FIRE TRAINING BUREAU |
| 11227    | SANTA ROSA UNIFORM & CAREER APPAREL | 02/05/2024 | UNIFORM APPAREL                      | 357-9557-795-11-00-U  | 284.00    |                          |
| 11227    | SANTA ROSA UNIFORM & CAREER APPAREL | 02/05/2024 | UNIFORM APPAREL                      | 357-9557-795-11-00-U  | 284.00    |                          |
| 11227    | SAFEWAY-SANTA ROSA                  | 01/30/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 21.37     | CAL FIRE TRAINING BUREAU |

| Check No | Merchant Vendor Name            | Inv Date   | Invoice Description                  | Budget Exp Acct       | Inv Total | Req No / Descr 2        |
|----------|---------------------------------|------------|--------------------------------------|-----------------------|-----------|-------------------------|
| 11227    | ALLSTAR FIRE EQUIPMENT INC      | 01/31/2024 | SCBA FLOW TEST                       | 357-9557-795-17-00-60 | 840.00    |                         |
| 11227    | ALLSTAR FIRE EQUIPMENT INC      | 01/31/2024 | SCBA FLOW TEST                       | 357-9557-795-17-00-62 | 660.00    |                         |
| 11227    | ALLSTAR FIRE EQUIPMENT INC      | 01/31/2024 | SCBA FLOW TEST                       | 357-9557-795-17-00-63 | 435.00    |                         |
| 11227    | ALLSTAR FIRE EQUIPMENT INC      | 01/31/2024 | SCBA FLOW TEST                       | 357-9557-795-17-00-64 | 255.00    |                         |
| 11227    | MEDIACOM                        | 01/17/2024 | INTERNET SVC                         | 357-9557-795-30-00-I3 | 100.01    |                         |
| 11227    | RAINBOW AMERICA'S COUNTRY STORE | 01/31/2024 | EX6021 CHAINSAW SUPPLIES             | 357-9557-795-27-00-60 | 67.54     |                         |
| 11227    | MEDIACOM                        | 01/17/2024 | INTERNET SVC                         | 357-9557-795-30-00-I2 | 100.01    |                         |
| 11227    | MEDIACOM                        | 01/17/2024 | INTERNET SVC                         | 357-9557-795-30-00-I0 | 84.99     |                         |
| 11227    | KELSEYVILLE LUMBER              | 02/01/2024 | PERSONAL PROTECTIVE GEAR             | 357-9557-795-11-00-P  | 128.69    |                         |
| 11227    | AMAZON                          | 02/01/2024 | OFFICE BRIEFCASE                     | 357-9557-795-28-30-TB | 214.42    | CAL FIRE TRANING BUREAU |
| 11227    | QUILL LLC                       | 01/23/2024 | PASTING, COPYING, CORRECTION SUPPLY  | 357-9557-795-22-70-60 | 71.03     |                         |
| 11227    | US POSTAL SERVICE               | 02/13/2024 | CERTIFIED MAIL/RETURN RECEIPT        | 357-9557-795-22-71-60 | 8.05      |                         |
| 11227    | COSTCO WHOLESALSA SANTA ROSA    | 01/30/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 306.22    | CAL FIRE TRANING BUREAU |
| 11227    | HIDDEN VALLEY LAKE CSD          | 02/01/2024 | WATER/SEWER                          | 357-9557-795-30-00-W3 | 223.41    |                         |
| 11227    | FERRELLGAS                      | 01/25/2024 | PROPANE FILL FOR FIRE STATIONS       | 357-9557-795-30-00-P0 | 679.03    |                         |
| 11227    | FERRELLGAS                      | 01/25/2024 | PROPANE FILL FOR FIRE STATIONS       | 357-9557-795-30-00-P2 | 457.47    |                         |
| 11227    | FERRELLGAS                      | 01/25/2024 | PROPANE FILL FOR FIRE STATIONS       | 357-9557-795-30-00-P4 | 538.34    |                         |
| 11227    | FERRELLGAS                      | 01/25/2024 | PROPANE FILL FOR FIRE STATIONS       | 357-9557-795-30-00-P2 | 372.07    |                         |
| 11227    | FERRELLGAS                      | 01/25/2024 | PROPANE FILL FOR FIRE STATIONS       | 357-9557-795-30-00-P4 | 50.00     |                         |
| 11227    | AMAZON                          | 01/25/2024 | COFFEE MAKER SUPPLIES                | 357-9557-795-14-00-60 | 103.98    |                         |
| 11227    | SHIELD TRAINING CENTER          | 02/08/2024 | COMPANY OFFICER 2B TRNG              | 357-9557-795-28-30-T  | 232.50    |                         |
| 11227    | OPPERMAN & SON INC              | 01/31/2024 | WT6211 SERVICE PARTS                 | 357-9557-795-17-00-62 | 102.43    |                         |
| 11227    | OPPERMAN & SON INC              | 01/31/2024 | WT6211 SERVICE PARTS                 | 357-9557-795-17-00-62 | 262.36    |                         |
| 11227    | STERICYCLE INC                  | 01/19/2024 | MEDICAL WASTE MB 02/01/24            | 357-9557-795-19-40-MW | 99.21     |                         |
| 11227    | AMAZON                          | 01/24/2024 | REFRESHMENT FOR TRNG & MTGS          | 357-9557-795-13-00-60 | 120.15    |                         |
| 11227    | AMAZON                          | 01/25/2024 | REPL COFFEE MAKER                    | 357-9557-795-14-00-60 | 306.51    |                         |
| 11227    | ZOLL MEDICAL CORPORATION        | 01/15/2024 | HEART MONITOR,AUTOPULSE,AED          | 357-9557-795-28-48-60 | 5,085.94  |                         |
| 11227    | SAFEWAY-SANTA ROSA              | 01/29/2024 | CONTINUED PROFESSIONAL TRNG SUPPLIES | 357-9557-795-28-30-TB | 335.24    | CAL FIRE TRANING BUREAU |
| 11227    | STRYKER                         | 01/29/2024 | PATIENT LOAD SYSTEM MOVE M6211       | 357-9557-795-28-48-62 | 1,259.99  |                         |
| 11227    | ARMED FORCE PEST CONTROL        | 02/01/2024 | PEST CONTROL                         | 357-9557-795-18-00-62 | 80.00     |                         |
| 11227    | ARMED FORCE PEST CONTROL        | 02/07/2024 | PEST CONTROL                         | 357-9557-795-18-00-63 | 90.00     |                         |
| 11227    | ARMED FORCE PEST CONTROL        | 02/12/2024 | PEST CONTROL                         | 357-9557-795-18-00-63 | 20.00     |                         |
| 11227    | VERIZON WIRELESS                | 01/26/2024 | CELLULAR SVC ME 02/26/24             | 357-9557-795-12-00-60 | 774.19    |                         |
| 11227    | STREAMLINE                      | 02/01/2024 | WEBSITE HOSTING MB 02/01/24          | 357-9557-795-28-30-60 | 355.00    |                         |
| 11227    | CASCADE SOFTWARE SYSTEMS        | 02/01/2024 | ACCTG SFTWR MB 02/01/2024            | 357-9557-795-28-30-60 | 170.00    |                         |
| 11227    | ZOOM VIDEO COMMUNICATIONS INC   | 02/11/2024 | BOARD MTG REMOTE ACS ME 03/10/24     | 357-9557-795-23-80-SP | 15.99     |                         |
|          |                                 |            |                                      | SUBTOTAL              | 32,034.85 |                         |