



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, September 19, 2023, 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. Consideration for first responder of life support agreement with Napa County AMR. Placed on the agenda by Chief Mike Marcucci.
 MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___
 - 7.b. Consideration for surplus of old Engine 6011 1989 Ottaw License E209371 and authorization for Fire Chief or designee to release to highest bidder. Placed on the agenda by Chief Paul Duncan.
 MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.c. Consideration for recommendation to approve purchase of two new utility vehicles for \$95,000 each as presented by GMC Silvera. Placed on the agenda by Chief Paul Duncan on behalf of F&E Committee.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.d. Consideration for acceptance of COVID Public Assistance Grants Program Award FEMA-4482-DR-CA, Cal OES ID: 033-91005 in amount of \$14,109.70 and approval for resolution designation of Fire Chief or Assistant Fire Chief as Applicant's Agent. Placed on the agenda by Staff Services Analyst Gloria Fong.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.e. Discussion on Fire District Association of California (FDAC) white paper on history of fire protection district financing and need to find long-term solution to sustaining local government fire service agencies and appointment of director to be spokesperson for SLCFPD. Placed on the agenda by Director Jim Comisky.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.f. Consideration for Resolution No. 2023-24-04 A Resolution Transferring, Establishing and Appropriating Over-Realized / Unanticipated Revenues from Fire Mitigation Fees for Engine 6011. Placed on the agenda by Chief Paul Duncan.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.g. Consideration for Resolution No. 2023-24-05 A Resolution Amending Resolution No. 2021-22-15 for Master Service Agreement with U.S. National Bank Association to Provide Travel Payment System Services for Statewide Travel Program. Placed on the agenda by Staff Services Analyst Gloria Fong.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.h. Consideration for recommendation to approve Board of Directors Policy and Procedures Manual, presented Apr 19, 2022 meeting. Placed on the agenda by Policy Review Committee Directors Rob Bostock & Madelyn Martinelli.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.i. Consideration to find item is exempt from competitive bidding as it is not in the public's interest because of its unique nature and acceptance and authorization for Fire Chief or designee to execute Quote #323280 in amount of \$14,000 for Non Gas Fired Five (5)-Year Tower Inspection. Placed on the agenda by Chief Paul Duncan.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

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 – August

8.b. Warrants – September

9. Motion to Adjourn Meeting:

Posted Sept. 15, 2023 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 boardclerk@southlakecountyfire.org at least 48 hours prior to the meeting.

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

<https://us02web.zoom.us/j/89141139671>

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

Meeting ID: [891 4113 9671](#)

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

South Lake Fire Safe Council
Meeting Minutes
August 2, 2023

Call to Order: Lewis, Peek, Englander, Wenckus, Pagone, Drescher, Ward and Ken Zigley present. Cline, Avilla and Ruiz via zoom.

Previous Meeting Minutes: Approved

President's Report: Joel Jernigan from State Farm will be here next month to talk about current state of insurance in California, future of insurance in California and what to do if your insurance is cancelled. We will try to record meeting.

Treasurer's Report:

Bank Balance: \$9034.96

Expenses: \$9691.25

Income: \$14,262.39

Correspondence:

Membership: 67

Committee Reports:

Chipping: Chipped 24 sites in July. Next chipping will be in September.

Web Site: Very positive feedback

Facebook:

Publicity: Send notice of September meeting to email list.

Community Updates:

Cobb: Stump grinding- is anyone doing it? Needed for insurance discounts.

Hidden Valley Lake: Chipping, tree removal on hold until next year.

Noble Ranch: Americore -1 day, 9 people-8 hours. Chipped what they cleared

CLERC: SLFSC will get \$2520k over 5 years on grant. We must finish this grant by December. El Dorado County FSC got a grant to help low income and disabled people to create defensible space.

Western Mine Rd.: Working on becoming Firewise Community. PG&E funding county to pave Ida Clayton.

Lake RCD: Working on outreach to reach more people to get NRCS funds to manage their land.

Blackberry Festival: August 26th. We will apply for a booth.

Meeting adjourned.

Chief Report 9/14/2023

North Division Operations:

Thankfully, we were missed by several storms, routing lightning around the Unit. The Unit and Division supported several incidents outside the area, with all the resources now returned.

The State skid steer with masticator is assisting CalTrans with a section of roadway south of the Camp on Highway 29. They will be clearing vegetation away from the side of the road.

Camp Operations:

There is no change in the crew counts as we continue to support two full crews. A third crew is being formed, and while you may see them as a local resource, they will not be going out-of-unit.

South Lake Operations:

The County Board of Supervisors approved the Air Curtain Incinerator MOU on the 12th. We will meet with County Staff to ensure that any CEQA issues are addressed, then we will work on relocating the machine. We are still on track for a winter 2023 start to operations.

New E6011 has all of the mechanical issues with the engine addressed, and we are working on the striping. Special thank you to Robert Lanning, who has been a great help with moving equipment to the new engine and preparing the old engine for surplus.

Old E6011 is on the agenda to be moved to surplus status. District Staff has been working with GovDeals, the company that will assist us with selling the engine.

The Facilities and Equipment Ad-Hoc is recommending the Board approve purchase of the utility vehicles. A new vehicle order is 4-6 months out for delivery, plus the time to outfit the vehicle. Once the new vehicles are ready for service, we will move the ½ ton, 4-door Dodge utility to surplus status.

Station 64 hosted a meeting of the Loch Lomond property owners. The station upgrades have proved helpful for groups that need a meeting space.

Staff had a meeting with the update to the nexus study by Ridgeline Municipal Strategies. The meeting was very productive. The goal is to have all of the Lake County Districts completed and then to be able to take the data to the county to adjust the ceiling for building mitigation fees. This ceiling is currently \$1.00 per square foot, which we have been at for many years.

Lots of interest in folks becoming volunteers. The association will conduct interviews next month, with an academy date to follow.

End of Report
Paul

NBS Changes

South Lake Changes

Change Type	NBS Changes							South Lake Changes							Add'l Audit
	Original Benefit Units	NBS Benefit Units	Difference In Benefit Units	Original 22/23 Levy	22/23 Levy with Changes	Levy Difference	Count of APN	Original Benefit Units	NBS Benefit Units	Difference In Benefit Units	Original 22/23 Levy	22/23 Levy with Changes	Levy Difference	Count of APN	
Exhibit A															
1) Commercial Developed	2904	10015	7111	32,176.32	110,966.20	78,789.88	47	1944	5115	3171	21,539.52	56,674.20	35,134.68	22	
2) Hotel w/Units	120	735	615	1,329.60	8,143.80	6,814.20	4	120	735	615	1,329.60	8,143.80	6,814.20	4	
3) Institutional Developed	185	370	185	2,049.80	4,099.60	2,049.80	2	185	370	185	2,049.80	4,099.60	2,049.80	2	
4) MH Park w/Units	175	590	415	1,939.00	6,537.20	4,598.20	3	175	590	415	1,939.00	6,537.20	4,598.20	3	
5) Misc. Improvement	1125	1500	375	12,465.00	16,620.00	4,155.00	60	1085	1450	365	12,021.80	16,066.00	4,044.20	58	50
6) Multi Family Developed	101	565	464	1,119.08	6,260.20	5,141.12	4	85	270	185	941.80	2,991.60	2,049.80	3	
7) Multiple Dwellings	2654	4470	1816	29,406.32	49,527.60	20,121.28	128	246	605	359	2,725.68	6,703.40	3,977.72	10	113
8) Residential Developed	1586	1920	334	17,572.88	21,273.60	3,700.72	96	724	880	156	8,021.92	9,750.40	1,728.48	44	
9) TRA Addition	0	2123	2123	-	23,522.84	23,522.84	61	0	1182	1182	-	13,096.56	13,096.56	11	1
10) Unique APN - Mobile Home	0	270	270	-	2,991.60	2,991.60	6								
11) Vacant Acreage	532	566	34	5,894.56	6,271.28	376.72	32	96	102	6	1,063.68	1,130.16	66.48	6	6
Exhibit A Total	9382	23124	13742	103,952.56	256,213.92	152,261.36	443	4660	11299	6639	51,632.80	125,192.92	73,560.12	163	170
Exhibit B															
1) Commercial Square Footage	280	165	-115	3,102.40	1,828.20	(1,274.20)	1								
2) Misc. Improvement	30	25	-5	332.40	277.00	(55.40)	1								
3) Single Dwelling	430	280	-150	4,764.40	3,102.40	(1,662.00)	14								
4) Vacant	3669	3060	-609	40,652.52	33,904.80	(6,747.72)	186	2504	2017	-487	27,744.32	22,348.36	(5,395.96)	123	63
Exhibit B Total	4409	3530	-879	48,851.72	39,112.40	(9,739.32)	202	2504	2017	-487	27,744.32	22,348.36	(5,395.96)	123	63
Grand Total	4973	19594	14621	55,100.84	217,101.52	142,522.04	645	2156	9282	7126	23,888.48	102,844.56	68,164.16	286	233

Exhibit A

- 1) 25 APNs weren't changed per one owner merged lot request 2/24/20.
- 5) 2 APNs weren't changed per fire mitigation fee collection records. 58 APNs changed per NBS audit; 50 of these APNs require additional research where structural values range from zero to 50k.
- 6) 1 APN requires additional research.
- 7) 5 APNs weren't changed per fire mitigation fee collection records show SFD. 113 APNs require additional research.
- 8) 52 APNs weren't changed because structural value <10k and no fire mitigation fee collection on record. 44 APNs changed per NBS audit.
- 9) 19 APNs ending in 2 removed, which are mineral right APNs where assessments are disallowed and instead are already on APN ending in 1. 30 APNs weren't changed because APN merged. 1 APN requires additional research.
- 10) May require additional research. No known mobile home parks.
- 11) 26 APNs weren't changed because NBS acres differ from South Lake's

Exhibit A

- 1) APN wasn't changed per one owner merged lot request 2/24/20.
- 2) APN wasn't changed per fire mitigation fee collection records for SFD 1/9/12 & greenhouse 7/10/20.
- 3) 14 APNs weren't changed because either same benefit units are already on APN or fire mitigation fee records show another dwelling.
- 4) 63 APNs were changed because either a structural value exists, per fire mitigation fee collection records, or NBS records differ from South Lake's

Exhibit A
 Vacant APNs that were changed

Original Value	Acres	mn18	FeeParcel19	Change Type	APN	Risk Description	Benefit	Benefit Units	Incentive	Original 22/23 Levy	with Changes	Levy Difference	Count	Change Count	Notes
0	0.7865	1	050251120000	Vacant Acreage	050-251-120	Vacant Land 5.01 to 10 Acres	16	18	2	177.28	199.44	22.16	1		
0	0.8295	1	014200250000	Vacant Acreage	014-200-250	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	0.902	1	014200080000	Vacant Acreage	014-200-080	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	0.9549	1	014180290000	Vacant Acreage	014-180-290	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	0.9614	1	014084240000	Vacant Acreage	014-084-240	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	0.9894	1	052181030000	Vacant Acreage	052-181-030	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	0.9968	1	052131040000	Vacant Acreage	052-131-040	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	0.9988	1	052181010000	Vacant Acreage	052-181-010	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		
0	2.7354	1	011026100000	Vacant Acreage	011-026-100	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	3.7605	1	011037120000	Vacant Acreage	011-037-120	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.0258	1	013028660000	Vacant Acreage	013-028-660	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.0301	1	136031600000	Vacant Acreage	136-031-600	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.2861	1	011067330000	Vacant Acreage	011-067-330	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.3741	1	013057230000	Vacant Acreage	013-057-230	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.6808	1	136101260000	Vacant Acreage	136-101-260	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.6844	1	136041260000	Vacant Acreage	136-041-260	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.9259	1	144151030000	Vacant Acreage	144-151-030	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.9366	1	144091010000	Vacant Acreage	144-091-010	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.9472	1	014320100000	Vacant Acreage	014-320-100	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.9596	1	144162040000	Vacant Acreage	144-162-040	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.9684	1	144141120000	Vacant Acreage	144-141-120	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
8081	4.9691	1	144141020000	Vacant Acreage	144-141-020	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	4.9695	1	144141110000	Vacant Acreage	144-141-110	Vacant Land 5.01 to 10 Acres	17	18	1	188.36	199.44	11.08	1		
0	9.0742	1	014352030000	Vacant Acreage	014-352-030	Vacant Land 10.01 + Acres	18	20	2	199.44	221.60	22.16	1		
0	48.5279	1	013060130000	Vacant Acreage	013-060-130	Orchard/Vineyards/Crops 50.01 + Acres	19	20	1	210.52	221.60	11.08	1		
		1	014071100000	Vacant Acreage	014-071-100	Vacant Land 1.01 to 5 Acres	16	17	1	177.28	188.36	11.08	1		merged lot w/014-071-12
		26					436	464	28	4830.88	5141.12	310.24	26	0	

Exhibit B

Vacant APNs that were changed

Original APN	Improvement Value	Acres	Count	Change Type	APN	Risk Description	Original Benefit	Original Units	Original Incentive	Original 22/23 Levy	with Changes	Levy Difference	Count	Change Count	Notes
57223	0.1541	1	Vacant	024-442-130	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 4/1/21 SFD	
98189	0.2398	1	Vacant	050-431-570	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 6/13/16	
3121	0.2453	1	Vacant	050-414-030	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 9/2/21	
250000	0.3359	1	Vacant	051-101-310	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		SEE STRUCTURAL VALUE	
75000	0.4052	1	Vacant	050-232-650	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		SEE STRUCTURAL VALUE	
210289	0.4213	1	Vacant	014-084-100	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 11/5/20 SFD	
399840	0.5906	1	Vacant	141-691-220	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 6/2/20 SFD	
231615	0.7309	1	Vacant	050-391-340	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 8/11/16	
297571	0.7436	1	Vacant	024-451-130	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		merged	
43696	0.9143	1	Vacant	014-091-140	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		MIT FEES PD 4/17/18	
46818	0.9851	1	Vacant	052-152-010	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		SEE STRUCTURAL VALUE	
0	1.006	1	Vacant	052-171-040	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0065	1	Vacant	014-091-160	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0088	1	Vacant	052-201-050	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0105	1	Vacant	014-091-230	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0106	1	Vacant	013-055-050	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0108	1	Vacant	052-172-010	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
2679	1.0127	1	Vacant	052-281-040	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0162	1	Vacant	141-011-090	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0225	1	Vacant	051-302-130	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0287	1	Vacant	051-301-060	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.0789	1	Vacant	011-053-020	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.1468	1	Vacant	014-270-810	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.204	1	Vacant	014-076-010	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
3280	1.2211	1	Vacant	052-281-070	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
160764	1.222	1	Vacant	052-142-010	Vacant Land 0-1 Acre	20	16	-4	221.60	177.28	(44.32)	1		SEE STRUCTURAL VALUE	
0	1.2606	1	Vacant	013-038-080	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.2669	1	Vacant	014-270-800	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.2995	1	Vacant	014-270-790	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.3185	1	Vacant	115-016-060	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	1.3315	1	Vacant	050-431-320	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
0	2.0173	1	Vacant	013-054-120	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
71400	2.03	1	Vacant	014-111-110	Vacant Land 1.01 to 5 Acres	20	17	-3	221.60	188.36	(33.24)	1		SEE STRUCTURAL VALUE	
0	2.9187	1	Vacant	013-029-370	Vacant Land 0-1 Acre	17	16	-1	188.36	177.28	(11.08)	1			
162849	3.1901	1	Vacant	013-043-090	Vacant Land 5.01 to 10 Acres	20	18	-2	221.60	199.44	(22.16)	1		SEE STRUCTURAL VALUE	
56598	3.5212	1	Vacant	012-024-170	Vacant Land 1.01 to 5 Acres	20	17	-3	221.60	188.36	(33.24)	1		SEE STRUCTURAL VALUE	
100773	3.5339	1	Vacant	011-039-200	Vacant Land 1.01 to 5 Acres	20	17	-3	221.60	188.36	(33.24)	1		SEE STRUCTURAL VALUE	
0	4.6882	1	Vacant	114-031-180	Vacant Land 1.01 to 5 Acres	20	17	-3	221.60	188.36	(33.24)	1		merged	
115857	4.8696	1	Vacant	114-031-170	Vacant Land 1.01 to 5 Acres	20	17	-3	221.60	188.36	(33.24)	1		SEE STRUCTURAL VALUE	
0	5.02	1	Vacant	013-005-270	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1			
0	5.0322	1	Vacant	013-064-060	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1			
0	5.0481	1	Vacant	013-005-240	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1			
0	5.0513	1	Vacant	144-121-070	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1			

Vacant APNs that were changed

Original Value	Acres	Change Type	APN	Risk Description	Original Benefit	Original Units	Original Benefit In	Original 22/23 Levy	with Changes	Levy Difference	Count	Change Count	Notes
0	5.1337	1 Vacant	013-015-370	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	-11.08	1		
0	5.1343	1 Vacant	013-015-450	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.1433	1 Vacant	013-064-040	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.2239	1 Vacant	136-041-390	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.5199	1 Vacant	011-037-110	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.5452	1 Vacant	136-041-580	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.5456	1 Vacant	013-015-430	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.5945	1 Vacant	014-260-540	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.7368	1 Vacant	013-060-060	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	5.9251	1 Vacant	013-005-360	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	6.1324	1 Vacant	014-490-080	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	9.2949	1 Vacant	013-007-190	Vacant Land 1.01 to 5 Acres	18	17	-1	199.44	188.36	(11.08)	1		
0	10.0754	1 Vacant	136-041-520	Vacant Land 5.01 to 10 Acres	18	17	-1	199.44	188.36	(11.08)	1		
115175	10.4156	1 Vacant	014-430-110	Vacant Land 1.01 to 5 Acres	20	18	-2	221.60	199.44	(22.16)	1		
0	10.4723	1 Vacant	013-020-080	Vacant Land 5.01 to 10 Acres	20	17	-3	221.60	188.36	(33.24)	1		SEE STRUCTURAL VALUE
0	11.3718	1 Vacant	013-046-030	Vacant Land 5.01 to 10 Acres	20	18	-2	221.60	199.44	(22.16)	1		
0	12.0446	1 Vacant	013-060-040	Vacant Land 5.01 to 10 Acres	20	18	-2	221.60	199.44	(22.16)	1		
0	13.7487	1 Vacant	013-061-070	Vacant Land 1.01 to 5 Acres	20	18	-2	221.60	199.44	(22.16)	1		
0	17.7756	1 Vacant	014-260-240	Vacant Land 5.01 to 10 Acres	20	17	-3	221.60	188.36	(33.24)	1		
525403	43.7474	1 Vacant	011-065-320	Vacant Land 0-1 Acre	20	18	-2	221.60	199.44	(22.16)	1		
		63			20	16	-4	221.60	177.28	(44.32)	1		see structural value
					1165	1043	-122	12908.2	11556.44	-1351.76	63	0	



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

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

STAFF REPORT

To: South Lake County Fire Protection District Board of Directors

From: Paul Duncan, Assistant Fire Chief

Re: Utility Vehicle Purchase

SUMMARY

Our utility vehicle fleet is aging and requires two new utility vehicles to replace one of the retiring vehicles, plus add a vehicle for the newly budgeted Schedule A Battalion Chief.

EXECUTIVE SUMMARY

This request will replace the 20 year-old ½ ton Dodge 4-door, 4 wheel drive utility, currently labeled as U6022. The additional vehicle will increase the fleet by one vehicle, with that extra vehicle being designated as the new Battalion Chief. This will take the oldest of our utility fleet off the books, with the vehicle being disposed of through the Govdeals website.

BACKGROUND

Per District policy 3040.50, the evaluation benchmark for (staff) vehicles is 5 years or 80,000 miles. The 2003 Dodge 1500 has 150,000 miles and is 20 years old. The vehicle initially started its career with the District as the Prevention 1426 vehicle, transporting the District Fire Marshall position through their duties. Then as the P1426 position transitioned to the County of Lake, the vehicle was repurposed to be a Station Utility, moving personnel and equipment throughout the District. The vehicle has been on many incident assignments, where the vehicle served as a Strike Team Leader, Division Group Supervisor, Dozer Boss, and other line assignments.

Currently, that vehicle is utilized by the heavy equipment operator, carrying fuel and equipment utilized by the masticator when it is out on projects.

The vehicle has experienced multiple mechanical issues due to its undersized running gear and where it frequently operates. The replacement vehicle will have a diesel engine and heavy-duty running gear, much better equipped to haul heavy loads, extra personnel, and operate off-road.

ANALYSIS

The Dodge is the last gas vehicle in the South Lake Fleet. Upgrading will also simplify the fuel ordering/storage issue, allowing stations with a fuel vault to only need to carry diesel fuel. The gas storage, with only one vehicle utilizing it, has caused the gas to gel due to the additives in the new gasoline.

Both new utilities will be configured similarly to convert to new roles if their assignments change quickly.

Three dealerships were contacted for quotes. Silvera GMC in Healdsburg was the first to respond to the request and provided a written quote. Hoblit in Woodland advised that the fleet quote would be the same as the one provided by Silvera, as the GMC fleet pricing is the same at each dealership. Fowler GMC in Ukiah did not have fleet pricing and was 'non-responsive'.

FISCAL IMPACTS

The purchase of the two GMC pickups will cost around \$190,000 fully equipped. This includes lighting, siren, radios, camper shell, entry steps, and spray bed lining.

The vehicle is a base model (called the Pro in the GMC-line), with options to enhance the longevity and service to the District (Snow Plow Prep/Towing Upgrade/Backup Camera/Skid Plates).

RECOMMENDATION

Proceed with the purchase of the two utility vehicles with the specifications as attached through the lowest bid from the dealership. Note the dealers all have the exact fleet pricing, so I recommend utilizing Silveira, who was most timely in my request and is closest to us for service.

Facility and Equipment Committee Notes

The consensus of the F&E Committee to proceed with the purchase as presented by Silvera GMC.

Spec:

Truck - 2024 3500 GMC Pro 4wd Crew Cab Standard Bed (6.5 foot)

Options: 6.6 Duramax Engine, 1SA Package Basic Trim, Convenience Package, Snow Plow Prep, Off-road package, Cargo Tie-Downs, Multi-Pro Tailgate Lights, 120v Power Outlet, Trailer Brake Controller, Front and Back Tire Splash Guards, Multi-Pro Tailgate, High Idle Switch,

Upfitter switch package.	\$65,623
Console – Jotto Desk with 12” opening, 12v plate, radio plate, cupholder, arm rest	\$ 1,600
Siren Controller – Whelen CCSRNT36 – 13 button with knob and slide control	\$ 950
Siren System – Whelen Cencom Carbide with light controller	\$ 1,540
Lighting – Whelen NFPA Justice Lightbar with traffic arrow, Corner modules	\$ 2,200
Mini-T Surface Mount LED lights for grill/fenders/bumper/mirror	\$ 1,800
Spray Bed Liner – Linex	\$ 850
Camper Shell – Aluminum Leer	\$ 2,500
Steps – AMP retractable	\$ 2,200
Radio – Bendix King M150	\$ 2,900
Radio – BK M150 installation kit/microphone/speaker	\$ 1,300
Portable Charger for portable radios	\$ 150
Labor for installations not handled locally	\$ 3,000
Estimated Tax/Shipping/Licensing	\$ 8,400
Estimated Total	\$92,000
Requested budget per vehicle	\$95,000



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

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

STAFF REPORT - September 7, 2023

To: South Lake County Fire Protection District Board of Directors

From: Gloria Fong, Staff Services Analyst

Re: Public Assistance Grants Program Award
FEMA-4482-DR-CA, Cal OES ID: 033-91005

SUMMARY

Award approved for costs of \$14,109.70 in supplies and materials related to COVID. Service Recovery (SR) Package notification of obligation attached.

BACKGROUND

Protective measures were taken to ensure the health and safety of essential workers to the prevent the spread of the COVID infection.

ANALYSIS

Between March 24, 2020, and September 30, 2021, materials costing \$14,109.70 met grant funding guidelines. These include:

- Ultraviolet light material cost of \$12,077.62 were placed on ambulances and facilities.
- Ear to Ear and non-contact thermometer costs of \$550.19
- N95 mask cost of \$1,481.89.

Note there were costs for other items that were submitted but were removed because they didn't meet guideline for grant funding.

FISCAL IMPACTS

Return of \$14,109.70 expended for material between March 24, 2020 and September 30, 2021.

RECOMMENDATION

Accept award and approve documents required to recoup COVID associated expenditures of \$14,109.70.

ATTACHMENTS

Services Recovery (SR) Package DR 4482 033-91005

Validate As You Go Fact Sheet

Four Steps to Success Handout

DSG Digital Signature Policy

Project Assurances for Federal Assistance (Cal OES 89)

Designation of Applicants Agent Resolution (Cal OES 130)

FFATA Financial Disclosure

August 4, 2023

Gloria Fong
Staff Services Analyst
South Lake County Fire Protection District
21095 State Highway 175
Middletown, CA 95461

Subject: Notification of Obligation
Public Assistance Grants Program
FEMA-4482-DR-CA, Cal OES ID: 033-91005

Dear Gloria Fong:

Obligation Notification The California Governor's Office of Emergency Services has attached the Project Application Summary for Package #1850. Please see the table below for further obligation details.

Obligation Details	Package / DSR Obligation Amount	Cumulative Amount Obligated
Federal-Public Assistance	\$14,109.70	\$14,109.70
State-California Disaster Assistance Act (CDAA)	\$0	\$0
Total	\$14,109.70	\$14,109.70

Payment Process For Disaster numbers 4382 and prior, funds will be paid in accordance with the following disbursement table:

Project Status	Federal Funds Disbursement Process	State Funds Disbursement Process
Small Projects less than 100% complete	Automatic advance of federal share	Automatic advance of state share and administrative allowance. Retention held until 100% complete.
Small Projects 100% complete	Automatic payment of federal share	Automatic payment of state share and administrative allowance.
Large Projects less than 100% complete	All funds (less retention) will be paid on a reimbursement basis	Advance administrative allowance only. All other funds (less retention) will be paid on a reimbursement basis.
Large Projects 100% complete	Automatic payment of federal share for entire project	Automatic payment of state share and administrative allowance.

Payment Process - Continued For Disaster numbers 4407 and forward, funds will be paid in accordance with the following disbursement table:

Project Status	Federal Funds Disbursement Process	State Funds Disbursement Process
Small Projects less than 100% complete	Automatic advance of federal share.	Automatic advance of state share and administrative allowance. Retention held until 100% complete.
Small Projects 100% complete	Automatic payment of federal share.	Automatic payment of state share and administrative allowance. Retention held until closeout.
Large Projects less than 100% complete	All funds (less retention) will be paid on a reimbursement basis.	Advance administrative allowance only. All other funds (less retention) will be paid on a reimbursement basis.
Large Projects 100% complete	Automatic payment of federal share for entire project	Automatic payment of state share and administrative allowance.

For this Package, payment will be automatically disbursed as follows:

Payment Details	Amount Automatically Paid
Federal-Public Assistance	\$0
State-CDAA	\$0
Total	\$0

For those large projects with a work completion of less than 100 percent, a Reimbursement Request form has also been included with this Package.

Federal and State funds will be issued separately by the State Controller's Office. Please be advised that state warrants have a one-year period of negotiability.

Required Documents To receive funds, the following forms must be on file with our office:

Form	Received by Cal OES?
Project Assurances for Federal Assistance (Cal OES 89)	No
Designation of Applicants Agent Resolution (Cal OES 130)	No
SAM.gov Active Registration	No
FFATA Financial Disclosure (Required Fiscal Year Annually) (2018 and forward)	No
Payee Data Record (STD. 204)	No

3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110 • (916) 636-3880 FAX

Program Requirements – General As a requirement of this program, a special fund for the deposit of the state warrant must be established upon receipt of any advance funding. Under no circumstances are expenditures to be made for any damages other than those approved in this application. Any funds received in excess of current needs or approved amounts, or those found owed as a result of an audit or final inspection, must be refunded to the State within 30 days upon receipt of an invoice from the California Governor's Office of Emergency Services.

Federal Program Audit Requirements As a recipient of federal funds, your organization is subject to the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Part of your report requirements under the Act and Amendments include the preparation of a Schedule of Expenditures of Federal awards. The following information is provided to assist in the accurate completion of the Schedule:

Federal Grantor Agency	U.S. Department of Homeland Security - Federal Emergency Management Agency
Pass-Through Agency	California Governor's Office of Emergency Services
Program Title	Public Assistance Grants
Federal CFDA Number	97.036
Pass-Through Grantor's Number	FEMA-4482-DR-CA, Cal OES ID: 033-91005

Appeal Process Please compare the enclosed obligated Project Worksheet(s) (PW) with your copy of the original PW(s). In accordance with Title 44 Code of Federal Regulations, Section 206.206(a), if you disagree with FEMA's obligated amount(s) or scope of work for the Version 0 PW(s) addressed in this Package, you must appeal FEMA's determination within 60 days from receipt of this letter. The appeal must contain documented justification supporting your position and be addressed to the Assistant Director of Recovery. Please submit your letter of appeal to the following mailing address:

California Governor's Office of Emergency Services
Recovery Division, Public Assistance
3650 Schriever Avenue
Mather, California 95655

Questions and Inquiries Please note, for all other PW versions, you will receive notification under separate cover from Cal OES's Public Assistance Section.

For appeal assistance, contact Public Assistance at (916) 845-8200 or DisasterRecovery@caloes.ca.gov. For assistance regarding this letter, contact the Recovery Financial Processing Unit's main line at (916) 845-8110, or email address at RecoveryPayments@caloes.ca.gov.

RECOVERY FINANCIAL PROCESSING UNIT

Enclosure(s)
c: Subrecipient's Project File

3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110 • (916) 636-3880 FAX

Report Generated on:	07/28/2023 15:49
Disaster Number:	4482
Applicants:	"033-0C50E-00"
Report Format:	Detail

Date: 07/28/2023 15:49									
Federal Emergency Management Agency									
Public Assistance Grant Summary (P.5)									
HOLD					Disaster: FEMA-4482-DR-CA				
Number of Records: 1		033-91005-00							
Applicant ID: 033-0C50E-00					Applicant: SOUTH LAKE COUNTY FIRE PRCTN				
Bundle #	Date Approved	PW #	Cat	Fund Code	Cost Share	Project Amount (\$)	Federal Share (\$)	Subgrantee Admin (\$)	Total Approved (\$)
PA-09-CA-4482-PW-02226(1850)	07-27-2023	PA-09-CA-4482-PW-02226(0)	B	06	N	14,109.70	14,109.70	0.00	14,109.70
Applicant Total in Bundle PA-09-CA-4482-PW-02226(1850) (1 PW)				06		14,109.70	14,109.70	0.00	14,109.70
APPLICANT TOTAL: 033-0C50E-00 (1 PW)						14,109.70	14,109.70	0.00	14,109.70
TOTAL for report: (1 PW)						14,109.70	14,109.70	0.00	14,109.70

Report Generated on:	07/28/2023 15:48
Data Captured As Of:	07/28/2023 15:48
Disaster Number:	4482
Bundle:	PA-09-CA-4482-PW-02226
Applicant:	033-0C50E-00

Capture Date: 07/28/2023 15:48					
Federal Emergency Management Agency					
Project Application Grant Report (P.2)					
Disaster: FEMA-4482-DR-CA					
Number of Records: 1					
Applicant ID: 033-0C50E-00 Bundle # : PA-09-CA-4482-PW-02226(1850)			Applicant: SOUTH LAKE COUNTY FIRE PRCTN		
PW #	Cat	Fund Code	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-09-CA-4482-PW-02226(0)	B	06	N	05-11-2023	14,109.70
Facility Number:	1				
Facility Name:	Damage # 929507; Emergency Protective Measures (Damage for Project [551427] COVID EPM)				
Location:	21095 State Highway 175, Middletown, California, 95461				
Scope of Work:	<p>929507 South Lake County Fire Protection District</p> <p>The purpose of this Streamlined Project is to provide funding to the South Lake County Fire Protection District for COVID-19 emergency response activities including PPE and other supplies and materials starting from March 24, 2020 through September 30, 2021.</p> <p>The project cost estimate is prepared based on applicant-provided costs in response to FEMA DR-4482-CA (a Covid-19 declared event).</p> <p>Work Completed</p> <p>In response to the COVID-19 Public Health Emergency, the Applicant utilized force account materials to combat the COVID-19 virus, in taking the Emergency Protective Measures.</p> <p>Cost share for this version is 100%. All work and costs in this project fall between 3/24/2020 and 9/30/2021.</p> <p>South Lake County Fire Protection District</p> <p>1. Materials: \$14,109.70 UV Lights: \$12,077.62 Masks: \$1,481.89 Thermometers: \$550.19</p> <p>Work Completed Total: \$14,109.70</p> <p>Total Project Cost: \$14,109.70</p> <p>Project Notes:</p> <p>1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ - Small Project Estimate. See attachment: SL 551427 Cost Estimate and Validation.</p> <p>2. UV lights were installed in the following locations: 1) Middletown station 60 21095 State Highway 175 Middletown, CA 95461 (38.753687, -122.62251), constructed in 1992; 2) Cobb station 62 16547 State Highway 175 Cobb, CA 95426 (38.822129, -122.72087), constructed in 1972; 3) Hidden Valley station 63 19287 Hartmann Rd Hidden Valley Lake, CA 95467 (38.796725, -122.554102), constructed in 1980; by cutting and placing into the hvac airway, wired to hvac wires, and plugged in to existing power sources.</p> <p>Grant Conditions</p> <p>Contracts must include a Termination for Convenience clause.</p> <p>FEMA will only reimburse for food purchase and distribution that is necessary to protect the health and safety of communities in response to the COVID-19 Public Health Emergency.</p> <p>FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential</p>				

Capture Date: 07/28/2023 15:48

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4482-DR-CA

Number of Records: 1

workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

Approval of funding for the purchase of PPE is conditioned upon the Applicant meeting the following requirements prior to close-out and/or final version for expedited projects:

1. The Recipient, and any subrecipient funded through this and associated subgrants, must provide an internal control plan for accounting for intake, distribution, tracking, and handling of excess commodities and personal protective equipment (PPE) funded by this and associated prior subgrants for the same purpose. Handling of excess must comply with 2 CFR § 200.314 (supplies) and 2 CFR § 200.313 (equipment).
2. The Recipient and any subrecipient must provide the current burn rate for each identified category of PPE under this and associate subawards purchased (for example, N95 masks, surgical masks, and gowns)
3. The Recipient and any subrecipient must provide a current accounting of previously distributed PPE under this and associate subawards by jurisdiction or entity (i.e. by local government, hospital system, etc.)

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	14,109.70	0.00	14,109.70
Federal Share (\$)	14,109.70	0.00	14,109.70

PA-09-CA-4482-PW-02226(0) <u>P</u>	
Applicant Name:	Application Title:
SOUTH LAKE COUNTY FIRE PRTCTN	551427 - COVID EPM
Period of Performance Start:	Period of Performance End:
03-22-2020	05-11-2023

Subgrant Application - Entire Application

Application Title: 551427 - COVID EPM

Application Number: PA-09-CA-4482-PW-02226(0)

Application Type: Subgrant Application (PW)

Preparer Information

Prefix
First Name TASASHA
Middle Initial K
Last Name HARPER-FEQUIERE
Title PDMG
Agency/Organization Name California Governor's Office of Emergency Services (CalOES)
Address 1 3650 Schriever Avenue
Address 2
City Mather
State CA
Zip 95655 - 4203
Phone 916-845-8224
Email David.Gillings@caloes.ca.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix
First Name Gloria
Middle Initial
Last Name Fong
Title Staff Services Analyst
Agency/Organization South Lake County Fire Protection District
Address 1 21095 State Highway 175
Address 2
City Middletown
State CA
ZIP 95461
Phone 707-987-3089 Ext.03
Fax

Email gloria.fong@fire.ca.gov

Alternate Point of Contact Information

Prefix
First Name Mike
Middle Initial
Last Name Wink
Title Battalion Chief
Agency/Organization
Address 1
Address 2
City
State
ZIP
Phone 707-987-3089 Ext. 01
Fax
Email mike.wink@fire.ca.gov

Project Description

Disaster Number: 4482
Pre-Application Number: PA-09-CA-4482-RPA-0751
Applicant ID: 033-0C50E-00
Applicant Name: SOUTH LAKE COUNTY FIRE PRTCTN
Subdivision:
Project Number: 551427
Standard Project Number/Title: 299 - Emergency Protective Measures
Please Indicate the Project Type: Neither Alternate nor Improved
Application Title: 551427 - COVID EPM
Category: B.PROTECTIVE MEASURES
Percentage Work Completed? 50.0 %
As of Date: 12-22-2022

Comments
Attachments

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage # 929507; Emergency Protective Measures (Damage for Project [551427] COVID EPM)				CA		No	

Comments
Attachments

Facility (Site) Name:	Damage # 929507; Emergency Protective Measures (Damage for Project [551427] COVID EPM)
Address 1:	
Address 2:	
County:	
City:	
State:	CA
ZIP:	
Damage Category:	B
Was this facility (site) previously damaged?	No
Percentage Work Completed?	50.00 %
Location:	PA-09-CA-4482-PW-02226(0): 21095 State Highway 175, Middletown, California, 95461
Damage Description and Dimensions:	<p>PA-09-CA-4482-PW-02226(0): The Disaster #4482DR, which occurred between 1/20/2020 and 5/11/2023 , caused:</p> <p>Damage # 929507; Emergency Protective Measures (Damage for Project [551427] COVID EPM)</p> <p>During the incident period of 1/20/2020 through 5/11/2023, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.</p> <p>Provided Emergency Protective Measures for the COVID-19 public health emergency, which created immediate threats to the lives, health and safety of the public and required emergency response and protective measures at 21095 State Highway 175, Middletown, California, 95461 (38.75386, -122.62251) from 3/24/2020 to 9/30/2021.</p>
Scope of Work:	<p>PA-09-CA-4482-PW-02226(0): 929507 South Lake County Fire Protection District</p> <p>The purpose of this Streamlined Project is to provide funding to the South Lake County Fire Protection District for COVID-19 emergency response activities including PPE and other supplies and materials starting from March 24, 2020 through September 30, 2021.</p> <p>The project cost estimate is prepared based on applicant-provided costs in response to FEMA DR-4482-CA (a Covid-19 declared event).</p> <p>Work Completed</p> <p>In response to the COVID-19 Public Health Emergency, the Applicant utilized force account materials to combat the COVID-19 virus, in taking the Emergency Protective Measures.</p> <p>Cost share for this version is 100%. All work and costs in this project fall between 3/24/2020 and 9/30/2021.</p> <p>South Lake County Fire Protection District</p> <p>1.Materials: \$14,109.70</p>

UV Lights: \$12,077.62
Masks: \$1,481.89
Thermometers: \$550.19

Work Completed Total: \$14,109.70

Total Project Cost: \$14,109.70

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate. See attachment: SL 551427 Cost Estimate and Validation.

2. UV lights were installed in the following locations: 1) Middletown station 60 21095 State Highway 175 Middletown, CA 95461 (38.753687, -122.62251), constructed in 1992; 2) Cobb station 62 16547 State Highway 175 Cobb, CA 95426 (38.822129, -122.72087), constructed in 1972; 3)Hidden Valley station 63 19287 Hartmann Rd Hidden Valley Lake, CA 95467 (38.796725, -122.554102), constructed in 1980; by cutting and placing into the hvac airway, wired to hvac wires, and plugged in to existing power sources.

Grant Conditions

Contracts must include a Termination for Convenience clause.

FEMA will only reimburse for food purchase and distribution that is necessary to protect the health and safety of communities in response to the COVID-19 Public Health Emergency.

FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

Approval of funding for the purchase of PPE is conditioned upon the Applicant meeting the following requirements prior to close-out and/or final version for expedited projects:

1. The Recipient, and any subrecipient funded through this and associated subgrants, must provide an internal control plan for accounting for intake, distribution, tracking, and handling of excess commodities and personal protective equipment (PPE) funded by this and associated prior subgrants for the same purpose. Handling of excess must comply with 2 CFR § 200.314 (supplies) and 2 CFR § 200.313 (equipment).
2. The Recipient and any subrecipient must provide the current burn rate for each identified category of PPE under this and associate subawards purchased (for example, N95 masks, surgical masks, and gowns)
3. The Recipient and any subrecipient must provide a current accounting of previously distributed PPE under this and associate subawards by jurisdiction or entity (i.e. by local government, hospital system, etc.)

Hazard Mitigation Proposal

* Is effective mitigation feasible on this facility (site)? No

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on this facility (site)?

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal?

If you answered Yes to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		
GIS Coordinates		
Project Location	Latitude	Longitude
21095 State Highway 175, Middletown, California, 95461	38.75386	-122.6225

Special Considerations

- | | |
|---|----|
| 1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? | No |
| 2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? | No |
| 3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? | No |
| 4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? | No |
| 5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? | No |
| 6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? | No |
| 7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? | No |
| 8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? | No |
| 9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? | No |

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	
-------------------------------	--

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9009	Material	1	LS	\$ 14,109.70	SUPPLIES	Work Completed	\$ 14,109.70	
								Total Cost : \$ 14,109.70	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
								Total Cost : \$ 0.00	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 14,109.70
Version Project Cost:	\$ 14,109.70

Comments
Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.
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Comments
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
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Bundle Reference # (Amendment #)	Date Awarded
PA-09-CA-4482-PW-02226(1850)	07-27-2023

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 100%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET							
DISASTER			PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4482	- DR -CA	551427	033-0C50E-00	12-22-2022	B	
APPLICANT: SOUTH LAKE COUNTY FIRE PRTCTN					WORK COMPLETE AS OF: 12-22-2022 : 50 %		
Site 1 of 1							
DAMAGED FACILITY:				COUNTY: Lake			
Damage # 929507; Emergency Protective Measures (Damage for Project [551427] COVID EPM)							
LOCATION:					LATITUDE:	LONGITUDE:	
PA-09-CA-4482-PW-02226(0): 21095 State Highway 175, Middletown, California, 95461					38.75386	-122.6225	
Current Version:							
DAMAGE DESCRIPTION AND DIMENSIONS:							
PA-09-CA-4482-PW-02226(0): The Disaster #4482DR, which occurred between 1/20/2020 and 5/11/2023 , caused:							
Damage # 929507; Emergency Protective Measures (Damage for Project [551427] COVID EPM)							
During the incident period of 1/20/2020 through 5/11/2023, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.							
Provided Emergency Protective Measures for the COVID-19 public health emergency, which created immediate threats to the lives, health and safety of the public and required emergency response and protective measures at 21095 State Highway 175, Middletown, California, 95461 (38.75386, -122.62251) from 3/24/2020 to 9/30/2021.							

Current Version:

SCOPE OF WORK:

PA-09-CA-4482-PW-02226(0):
929507 South Lake County Fire Protection District

The purpose of this Streamlined Project is to provide funding to the South Lake County Fire Protection District for COVID-19 emergency response activities including PPE and other supplies and materials starting from March 24, 2020 through September 30, 2021.

The project cost estimate is prepared based on applicant-provided costs in response to FEMA DR-4482-CA (a Covid-19 declared event).

Work Completed

In response to the COVID-19 Public Health Emergency, the Applicant utilized force account materials to combat the COVID-19 virus, in taking the Emergency Protective Measures.

Cost share for this version is 100%. All work and costs in this project fall between 3/24/2020 and 9/30/2021.

South Lake County Fire Protection District

1.Materials: \$14,109.70
UV Lights: \$12,077.62
Masks: \$1,481.89
Thermometers: \$550.19

Work Completed Total: \$14,109.70

Total Project Cost: \$14,109.70

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate. See attachment: SL 551427 Cost Estimate and Validation.
2. UV lights were installed in the following locations: 1) Middletown station 60 21095 State Highway 175 Middletown, CA 95461 (38.753687, -122.62251), constructed in 1992; 2) Cobb station 62 16547 State Highway 175 Cobb, CA 95426 (38.822129, -122.72087), constructed in 1972; 3)Hidden Valley station 63 19287 Hartmann Rd Hidden Valley Lake, CA 95467 (38.796725, -122.554102), constructed in 1980; by cutting and placing into the hvac airway, wired to hvac wires, and plugged in to existing power sources.

Grant Conditions

Contracts must include a Termination for Convenience clause.

FEMA will only reimburse for food purchase and distribution that is necessary to protect the health and safety of communities in response to the COVID-19 Public Health Emergency.

FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

Approval of funding for the purchase of PPE is conditioned upon the Applicant meeting the following requirements prior to close-out and/or final version for expedited projects:

1. The Recipient, and any subrecipient funded through this and associated subgrants, must provide an internal control plan for accounting for intake, distribution, tracking, and handling of excess commodities and personal protective equipment (PPE) funded by this and associated prior subgrants for the same purpose. Handling of excess must comply with 2 CFR § 200.314 (supplies) and 2 CFR § 200.313 (equipment).
2. The Recipient and any subrecipient must provide the current burn rate for each identified category of PPE under this and associate subawards purchased (for example, N95 masks, surgical masks, and gowns)
3. The Recipient and any subrecipient must provide a current accounting of previously distributed PPE under this and associate subawards by jurisdiction or entity (i.e. by local government, hospital system, etc.)

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? Yes No

Special Considerations included? Yes No

Hazard Mitigation proposal included? Yes No

Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9009	Material	1/LS	\$ 14,109.70	\$ 14,109.70
				TOTAL COST	\$ 14,109.70

		Version	\$ 14,109.70
		Project Cost	
PREPARED BY TASASHA K HARPER-FEQUIERE	TITLE PDMG	SIGNATURE	
APPLICANT REP. Gloria Fong	TITLE Staff Services Analyst	SIGNATURE	

SOUTH LAKE COUNTY FIRE PRCTCN : PA-09-CA-4482-PW-02226					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Insurance Review	Conditions (Grant Specific)	Insurance	FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.	No	Recommended
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Program Conditions (Program Specific)	Standard Conditions 2 of 2	DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work	No	Approved

SOUTH LAKE COUNTY FIRE PRCTCN : PA-09-CA-4482-PW-02226

Conditions Information

			<p>associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide. Duplication of Federal Programs REQUIRED Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.</p>		
Final Review	Program Conditions (Program Specific)	Standard Conditions 1 of 2	<p>RECORD RETENTION/DOCUMENTATION REQUIRED As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. SMALL PROJECTS The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is</p>	No	Approved

SOUTH LAKE COUNTY FIRE PRTCTN : PA-09-CA-4482-PW-02226

Conditions Information

			sooner. DISPOSITION OF PURCHASED EQUIPMENT AND SUPPLIES REQUIRED When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.		
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant should assess of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), assess practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Approved
Final Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will	No	Approved

SOUTH LAKE COUNTY FIRE PRCTCN : PA-09-CA-4482-PW-02226

Conditions Information

			monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.		
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant should assess of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), assess practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Approved
Final Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant should assess of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), assess practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Recommended

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
9	Final Review	MELVIN GARY	07-25-2023 04:21 PM GMT	(7/25/2023) Verified by DIU - The CRC Net Cost in GM is equal to the total project cost in EMMIE and cost share matches in both systems. Project is ready for Award. GM/DIU
8	Insurance Review	MELVIN GARY	07-25-2023 04:08 PM GMT	<p>4/17/2023</p> <p>Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamline Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken. Insurance proceeds are not anticipated.</p> <p>FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.</p> <p>This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. No commercial property insurance proceeds are anticipated for these costs. If in the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.</p> <p>FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.</p> <p>Ryan DeShong Public Assistance Insurance Specialist CRC West</p>
7	EHP Review	THOMACK CINDY	06-12-2023 09:14 PM GMT	<p>Cat B, 50% complete, Middletown, Lake County, California (multiple locations). The applicant utilized force account materials for emergency response, including PPE and supplies. UV lights were installed by plugging in to existing power sources at Site 1 (38.753687, -122.62251), Site 2 (38.822129, -122.72087), and Site 3 (38.796725, -122.554102).</p> <p>The statutory exclusion from NEPA in Section 316 of the Stafford Act applies to emergency protective measures under Sections 403 and 502 undertaken in response to COVID19 including the construction of temporary medical and sheltering facilities and repurposing, renovating, or re-using existing facilities as temporary medical and sheltering facilities.</p>

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
				<p>- ktorres4 - 01/11/2023 19:43:47 GMT ***Additional Information*** The applicant is the South Lake County Fire Protection District. The UV lights were installed within the HVAC airways, wired to the HVAC wires, and then connected to existing power source. - ktorres4 - 01/13/2023 16:59:18 GMT ***Amendment is for a cost adjustment only (removed costs associated with handheld (not wired) UV light equipment); the original Version (0) Environmental Determination of 01/11/2023 remains valid. This action will not affect the previous environmental clearance. All previous conditions must still be met prior to the start of any construction activities. No further review will be forthcoming unless there should be a change in the scope of work. - evance - 06/12/2023 18:59:49 GMT Per 44 CFR part 9.5(c)(1) Project is exempt from wetlands review. - ktorres4 - 01/11/2023 19:46:41 GMT Per 44 CFR part 9.5(c)(1) Project is exempt from wetlands review. - ktorres4 - 01/11/2023 19:46:41 GMT The project as described is not a type of activity that may affect ESA-listed species and/or critical habitat. - ktorres4 - 01/11/2023 19:44:27 GMT NEPA: Need to also include the name of the applicant. Also, the HVAC airways were cut open to install the UV lights within them, wired to the HVAC wires, and then connected to existing power source. Provide the following comment: ***Additional Information*** The applicant is the South Lake County Fire Protection District. The UV lights were installed within the HVAC airways, wired to the HVAC wires, and then connected to existing power source. Per 44 CFR part 9.5(c)(1) Project is exempt from floodplain management review. - ktorres4 - 01/11/2023 19:46:13 GMT EMIS Comment 1. FEMA has made an effect finding that the undertaking will result in No Historic Properties Affected. FEMA has no further Section 106 responsibilities. This undertaking will be included in a summary document distributed to the consulting parties. - ktorres4 - 01/11/2023 19:44:11 GMT Site 1, Middletown Station 60 was built in 1992; Site 2, Cobb Station 62 was built in 1972; and Site 3, Hidden Valley Station 63 was built in 1980. - ktorres4 - 01/13/2023 19:27:07 GMT : ***Correction*** The Undertaking will result in No Potential to Affect Historic Properties. - ktorres4 - 01/19/2023 20:10:16 GMT NHPA: The entire comment from re-work was not included. Please add the following comment: ***Correction*** The Undertaking will result in No Potential to Affect Historic Properties. NHPA: From 1st re-work...Still need to change finding and include the dates of construction for the 3 sites. Add the following comment: ***Correction*** The Undertaking will result in No Potential to Affect Historic Properties. Site 1, Middletown Station 60 was built in 1992; Site 2, Cobb Station 62 was built in 1972; and Site 3, Hidden Valley Station 63 was built in 1980. NHPA: Since one building is older than 45 years but modification are limited to interior mechanical system...use the No Potential to Affect Historic Properties determination comment. Also, since the dates of the buildings are known...list the site number and date of the building at the end of the comment per SOP.</p>
6	Final Review	MELVIN GARY	06-09-2023 08:14 PM GMT	Rework Reason: Cost Revision Change Details: Applicant agreed to remove \$2,194.08 worth of ineligible costs. Please

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
				see applicants concurrence 551427 - South Lake County Fire Protection District - Cost Revision Concurrence G.M. 4.18.23
5	Final Review	MELVIN GARY	06-09-2023 08:11 PM GMT	Rework Reason: Cost Revision Change Details: Applicant agreed to remove \$2,194.08 worth of ineligible costs. Please see applicants concurrence 551427 - South Lake County Fire Protection District - Cost Revision Concurrence G.M. 4.18.23
4	Final Review	ESQUIVEL TORRES JOSE	06-09-2023 08:01 PM GMT	Rework Reason: Cost Revision Change Details: Applicant agreed to remove \$2,194.08 worth of ineligible costs. Please see applicants concurrence 551427 - South Lake County Fire Protection District - Cost Revision Concurrence G.M. 4.18.23
3	Final Review	MELVIN GARY	04-18-2023 02:23 PM GMT	Rework Reason: Cost Revision Change Details: Applicant agreed to remove \$2,194.08 worth of ineligible costs. Please see applicants concurrence 551427 - South Lake County Fire Protection District - Cost Revision Concurrence G.M. 4.18.23
2	EHP Review	THOMACK CINDY	01-19-2023 08:43 PM GMT	<p>Cat B, 50% complete, Middletown, Lake County, California (multiple locations). The applicant utilized force account materials for emergency response, including PPE and supplies. UV lights were installed by plugging in to existing power sources at Site 1 (38.753687, -122.62251), Site 2 (38.822129, -122.72087), and Site 3 (38.796725, -122.554102).</p> <p>The statutory exclusion from NEPA in Section 316 of the Stafford Act applies to emergency protective measures under Sections 403 and 502 undertaken in response to COVID19 including the construction of temporary medical and sheltering facilities and repurposing, renovating, or re-using existing facilities as temporary medical and sheltering facilities.</p> <p>- ktorres4 - 01/11/2023 19:43:47 GMT ***Additional Information*** The applicant is the South Lake County Fire Protection District. The UV lights were installed within the HVAC airways, wired to the HVAC wires, and then connected to existing power source. - ktorres4 - 01/13/2023 16:59:18 GMT Per 44 CFR part 9.5(c)(1) Project is exempt from wetlands review. - ktorres4 - 01/11/2023 19:46:41 GMT Per 44 CFR part 9.5(c)(1) Project is exempt from wetlands review. - ktorres4 - 01/11/2023 19:46:41 GMT The project as described is not a type of activity that may affect ESA-listed species and/or critical habitat. - ktorres4 - 01/11/2023 19:44:27 GMT NEPA: Need to also include the name of the applicant. Also, the HVAC airways were cut open to install the UV lights within them, wired to the HVAC wires, and then connected to existing power source. Provide the following comment: ***Additional Information*** The applicant is the South Lake County Fire Protection District. The UV lights were installed within the HVAC airways, wired to the HVAC wires, and then connected to existing power source. Per 44 CFR part 9.5(c)(1) Project is exempt from floodplain management review. - ktorres4 - 01/11/2023 19:46:13 GMT EMIS Comment 1. FEMA has made an effect finding that the undertaking will result in No Historic Properties Affected. FEMA has no further Section 106 responsibilities. This undertaking will be included in a summary document distributed to the consulting parties. - ktorres4 - 01/11/2023 19:44:11 GMT Site 1, Middletown Station 60 was built in 1992; Site 2, Cobb Station 62 was built in 1972; and Site 3, Hidden Valley Station 63 was built in 1980. - ktorres4 - 01/13/2023 19:27:07 GMT</p>

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
				<p>: ***Correction*** The Undertaking will result in No Potential to Affect Historic Properties. - ktorres4 - 01/19/2023 20:10:16 GMT</p> <p>NHPA: The entire comment from re-work was not included. Please add the following comment: ***Correction*** The Undertaking will result in No Potential to Affect Historic Properties.</p> <p>NHPA: From 1st re-work...Still need to change finding and include the dates of construction for the 3 sites. Add the following comment: ***Correction*** The Undertaking will result in No Potential to Affect Historic Properties. Site 1, Middletown Station 60 was built in 1992; Site 2, Cobb Station 62 was built in 1972; and Site 3, Hidden Valley Station 63 was built in 1980.</p> <p>NHPA: Since one building is older than 45 years but modification are limited to interior mechanical system...use the No Potential to Affect Historic Properties determination comment. Also, since the dates of the buildings are known...list the site number and date of the building at the end of the comment per SOP.</p>
1	Initial Review	CALLES KENNETH	12-22-2022 09:34 PM GMT	DDD, SOW, Cost, and attachments will be populated at Final Record Upload KC/DIU 12.22.2022

Go Back



Validate As You Go (VAYGo) - Key Concepts and FAQs

WHAT IS IT?

“VAYGo” is the concurrent validation of project documentation as Federal Assistance funds are drawn down by the Grant recipient to ensure proper disbursement and expenditures. The project documentation validation will be statistically sampled by FEMA in order to give FEMA a 95% assurance that the project funding is appropriately expended by the sub recipient.

WHY THE CHANGE?

The Federal Emergency Management Agency (FEMA) annually obligates approximately \$7 billion in disaster grant funding, and is responsible for the oversight of the funding as it goes through the entire Grants Lifecycle (Pre-Award through Closeout).

As highlighted in Office of the Inspector General (OIG) findings and Office of Management and Budget (OMB) A-123 Internal Controls Assessments, FEMA faces significant challenges during the Monitoring and Closeout phases of the Disaster Grants Lifecycle.

In accordance with the Bipartisan Budget Act of 2018 (Public Law 115-123), which amended section 305 of Division A of the Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2017 (Public Law 115-72), programs or activities "susceptible to significant improper payments" shall produce and report an improper payment estimate starting in the Fiscal Year 2019 reporting period.

FEMA is required to implement improper payment measurements in the most cost-effective manner, implement a plan to reduce improper payments, and fundamentally, implement payment recapture audits to recover Federal dollars improperly paid. To do this most effectively, FEMA will leverage existing Payment Integrity Information Act of 2019 (PIIA 2019) detection and corrective action processes to identify and recapture improper payments.

KEY ASPECTS AND GOALS

- The VAYGo process combines the improper payment and grant compliance requirements to facilitate concurrent testing on a periodic basis.
- Standardizes the statistical sampling approach allowing consistent projection of error rates and identification of common issues.
- Identifies ineligible costs and procurement issues; providing an opportunity for early mitigation and ensure recipients and sub-recipients are adhering to Federal regulations and FEMA policies.

- Expedites the timeline for project closeout by validating documentation instead of waiting until project completion to review and validate aggregate costs.
- The documentation is more contemporaneous and there is a reduced risk of loss of documentation over time if FEMA validates progressively.
- Helps reduce the risk of Office of the Inspector General (OIG)/ Government Accountability Office (GAO) findings, and Bills for Collection due to the rarely identification and resolution of Issues

HOW IS THIS DIFFERENT?

- Currently, the Grantee requests closeout and provides supporting documentation to FEMA at project completion.
- The new process will allow FEMA to review and validate documentation concurrently with drawdowns as the work progresses; reducing the timeline for review and closeout at project completion.

WHAT'S REQUIRED OF THE FEMA REGIONS?

- Regions will socialize this process with their Grantee States, Tribes and Territories.
- Designate a Regional POC that will serve as the conduit between VAYGo, the Region and the State, Local, Tribal, and Territorial POC.
- Recommend HIM Regions (II, IV, and VI) designate two Regional POCs (HIM and Non-HIM).

WHAT'S REQUIRED OF THE GRANTEE?

- The Grantee will provide the project documentation from the statistical sample selection, within 30 days of notification.
- Respond to submitted Request for information (RFI's) within 10 days of notification.
- Provided timely response to requests for clarification on submitted documentation.

TESTING RESPONSIBILITY

The Office of the Chief Financial Officer (OCFO) will maintain operational oversight of the VAYGo testing.

- OCFO will generate a statistical sampling on a quarterly cycle.
- The VAYGo team will continue testing HIM events.



Validate As You Go (VAYGo) - Key Concepts and FAQs

- The VAYGo team will perform the Non-HIM/COVID testing for Regions not position at this time.
- Regions who conduct the testing of their Non-HIM/COVID samples, the Region will complete the 1st level review and the VAYGO team will complete the 2nd level review. This process will be followed until the Region’s capacity and VAYGo knowledge increases to conduct both levels of review.

TESTING PROCESS

- OCFO will generate a statistical sampling on a quarterly cycle and notifies the Regional POC.
- Regional POC notifies the Grantee of samples and will upload the supporting documentation to Grants Manager within 30 days of notification.
- VAYGo or Regions will validate all submitted documentation depending on who is testing the sampled transactions.
- If unable to complete the validation process, VAYGo or Regions will request the information (RFI) from the applicant. Grantee has 10 days to respond to RFI.
- Upon completion of the review/validation process, the VAYGo team will inform the Regional POC the testing results. Samples with “questioned costs” will require a remediation action.
- The Regional POC will coordinate with the Grantee to request any supporting documentation that will help remediate/validate the transaction.
- If a transaction can not be validated, and/or remediated, it could result in the de-obligation of funds, funds returned to SmartLink, and/or a Notice of Potential Debt Letter (NPD).

HOW DO WE PREPARE/LEARN MORE ABOUT THE VAYGO PROCESS?

VAYGo University Course Overview — The course is designed to assist the participant in recognizing improper payments and making sound decisions regarding the properness of payments as required by the Payment Integrity Information Act of 2019.

This course will:

- Inform participants of the VAYGo (Validate as You Go) methodology.
- Identify the characteristics of a proper payment/improper payment.

- Describe strategies for reviewing supporting documentation.

FREQUENTLY ASKED QUESTIONS (FAQ’S)?

Question: Will VAYGo replace the existing Grants Monitoring process?

Answer: No. VAYGo It is not intended to take the place of Grants monitoring, but it does make the documentation available to other FEMA components to use for their own testing purposes in order to lessen the administrative burden to the Grantee.

Question: How is each sample created?

Answer: The sample selections is based on the disaster grant draws that occurred during the sampling selection period. The OCFO uses a DHS approved statistician to create the sample, which follows the Payment Integrity Information Act of 2019 and OMB A-123.

WHO TO CONTACT WITH QUESTIONS?

VAYGo Branch — fema-vaygo-info@fema.dhs.gov

VAYGo University — fema-fbo-vaygou@fema.dhs.gov

Preserving Public Assistance Funding

1

Procurement

Environmental

Scope of Work

Records

Procurement records must include the rationale for selecting the type of procurement method, the basis for contractor selection or rejection, and the contract price basis.

Contracts must generally be bid competitively, with a clear description of the approved scope of work.

Contracts must comply with local, state, and federal procurement requirements including contracting with small and minority firms, women's business enterprise, and labor surplus area firms. Also, strict avoidance of suspended or debarred contractors is required.

Ensure the contractor complies with all terms and conditions of the contract, along with the approved scope of work.

Cost plus percentage contracts are specifically prohibited, while sole source contracts should be avoided without sufficient-significant rationale.

Procurement

2

Environmental

Scope of Work

Records

Commencing permanent work projects without required environmental permits along with FEMA environmental-historic clearance is prohibited.

Emergency work is not necessarily exempted from permitting requirements, especially the Endangered Species Act.



Procurement

Environmental

3

Scope of Work

Records

Any deviation from the approved scope of work is prohibited unless approved by FEMA.



Claimed costs must be compiled on a per project basis.

Specified program deadlines, e.g., work-related deadlines and appeals for net small project overruns (NSPO) must be met.

Payroll records for each employee must account for all daily disaster-related activities performed, with time sheets signed and certified by the employee and supervisor.

Source documentation, such as paid invoices, contracts, change orders, is required for all funding expenditures.

Funding recipients must be monitored.

Comprehensive records retention is required.

DATE	HOURS	RATE	BENEFIT	TOTAL COST
01/01/01	1	100	10	110
01/02/01	2	100	20	120
01/03/01	3	100	30	130
01/04/01	4	100	40	140
01/05/01	5	100	50	150
01/06/01	6	100	60	160
01/07/01	7	100	70	170
01/08/01	8	100	80	180
01/09/01	9	100	90	190
01/10/01	10	100	100	200
01/11/01	11	100	110	210
01/12/01	12	100	120	220
01/13/01	13	100	130	230
01/14/01	14	100	140	240
01/15/01	15	100	150	250
01/16/01	16	100	160	260
01/17/01	17	100	170	270
01/18/01	18	100	180	280
01/19/01	19	100	190	290
01/20/01	20	100	200	300
01/21/01	21	100	210	310
01/22/01	22	100	220	320
01/23/01	23	100	230	330
01/24/01	24	100	240	340
01/25/01	25	100	250	350
01/26/01	26	100	260	360
01/27/01	27	100	270	370
01/28/01	28	100	280	380
01/29/01	29	100	290	390
01/30/01	30	100	300	400
01/31/01	31	100	310	410
02/01/01	32	100	320	420
02/02/01	33	100	330	430
02/03/01	34	100	340	440
02/04/01	35	100	350	450
02/05/01	36	100	360	460
02/06/01	37	100	370	470
02/07/01	38	100	380	480
02/08/01	39	100	390	490
02/09/01	40	100	400	500
02/10/01	41	100	410	510
02/11/01	42	100	420	520
02/12/01	43	100	430	530
02/13/01	44	100	440	540
02/14/01	45	100	450	550
02/15/01	46	100	460	560
02/16/01	47	100	470	570
02/17/01	48	100	480	580
02/18/01	49	100	490	590
02/19/01	50	100	500	600
02/20/01	51	100	510	610
02/21/01	52	100	520	620
02/22/01	53	100	530	630
02/23/01	54	100	540	640
02/24/01	55	100	550	650
02/25/01	56	100	560	660
02/26/01	57	100	570	670
02/27/01	58	100	580	680
02/28/01	59	100	590	690
02/29/01	60	100	600	700
03/01/01	61	100	610	710
03/02/01	62	100	620	720
03/03/01	63	100	630	730
03/04/01	64	100	640	740
03/05/01	65	100	650	750
03/06/01	66	100	660	760
03/07/01	67	100	670	770
03/08/01	68	100	680	780
03/09/01	69	100	690	790
03/10/01	70	100	700	800
03/11/01	71	100	710	810
03/12/01	72	100	720	820
03/13/01	73	100	730	830
03/14/01	74	100	740	840
03/15/01	75	100	750	850
03/16/01	76	100	760	860
03/17/01	77	100	770	870
03/18/01	78	100	780	880
03/19/01	79	100	790	890
03/20/01	80	100	800	900
03/21/01	81	100	810	910
03/22/01	82	100	820	920
03/23/01	83	100	830	930
03/24/01	84	100	840	940
03/25/01	85	100	850	950
03/26/01	86	100	860	960
03/27/01	87	100	870	970
03/28/01	88	100	880	980
03/29/01	89	100	890	990
03/30/01	90	100	900	1000
03/31/01	91	100	910	1010
04/01/01	92	100	920	1020
04/02/01	93	100	930	1030
04/03/01	94	100	940	1040
04/04/01	95	100	950	1050
04/05/01	96	100	960	1060
04/06/01	97	100	970	1070
04/07/01	98	100	980	1080
04/08/01	99	100	990	1090
04/09/01	100	100	1000	1100

For more information about preserving Public Assistance funding, contact the California Governor's Office of Emergency Services at:

3650 Schriever Avenue
Mather, CA 95655
(916) 845-8200
(916) 845-8388 (fax)

DisasterRecovery@caloes.ca.gov
www.caloes.ca.gov

Obtain further program information for protecting your Public Assistance disaster funding from the Federal Emergency Management Agency at:

www.fema.gov/public-assistance-frequently-asked-questions

For minimizing the loss of program funding through audits, contact the Office of Inspector General at:

http://www.oig.dhs.gov/assets/Audit_Tips.pdf

Version 01.16

Four Steps to Success

Protecting Your Public Assistance Disaster Funding

- 1 Procurement
- 2 Environmental
- 3 Scope of Work
- 4 Record-keeping



(<http://www.ca.gov>)



✉ (mailto:?subject=ELECTRONIC%20SIGNATURES%2C%20ELECTRONIC%20TRANSACTIONS%20AND%20ELECTRONIC%20RECORD%20MANAGEMENT%20

Careers (/OHR/Careers) Translate



[SAM \(/Resources/SAM\)](#) / [TOC \(/Resources/SAM/TOC\)](#) / [1700 \(/Resources/SAM/TOC/1700\)](#) / [1734 \(/Resources/SAM/TOC/1700/1734\)](#)

ELECTRONIC SIGNATURES, ELECTRONIC TRANSACTIONS AND ELECTRONIC RECORD MANAGEMENT FOR STATE FORMS - 1734

(Revised: 03/2021)

Print Section

Purpose

This policy requires all forms that are designed to be completed by internal or external customers (public or private sector entities) conducting business with the State of California, whether standard (STD) or agency forms, are available in an electronic format. Agencies shall use electronic signatures (hereafter “e-Signatures” or “e-Sign”) in place of a wet signature unless prohibited by law.

This policy identifies the permissible types of e-Signatures, electronic transactions, and electronic records (hereafter “e-Records”) when utilizing forms for state business.

Scope

This policy applies to all business processes conducted using forms managed by Forms Management Center (FMC) including STD forms and agency business-use forms. This policy enables state agency staff to conduct transactions electronically, to accept e-Signatures by other parties, and to sign agreements on the agency’s behalf by using an e-Signature. This policy does not waive or modify any requirement or limitation as to which officers and employees are authorized to bind their agency to a contract.

This policy does not affect a state agency’s right or obligation to have forms be provided or made available in alternate formats when required by applicable policies, laws, or regulations.

Background

Federal legislation known as the Electronic Signatures in Global and National Commerce Act made both electronic contracts and e-Signatures as legal and enforceable, with some exceptions, as traditional paper contracts and forms signed in person.

Following the federal government’s lead, California adopted the Uniform Electronic Transactions Act (California Civil Code § 1633.1-1633.17), which establishes the legal validity of e-Signatures and contracts in a manner similar to the federal law.

California law was revised to make clear that the state is authorized to use any type of e-Signature. See AB 2296 (Chapter 144, Statutes of 2016), effective 1/1/17.

Policy

State agencies shall ensure all forms are digitally available and can accept e-Signatures. When an electronic form is transmitted to a state agency, the chain of approval of all those required to sign that document must be clear and unambiguous. All parties required to sign must have unequivocally approved the same document.

Agency Responsibilities

When implementing the use of e-Signatures, agencies shall:

- Implement an e-Signature policy;
- Implement confidentiality procedures to address accurate identification, authentication, authorization, and accountability;
- Implement integrity procedures to address non-repudiation;
- Maintain an e-Record management procedure to ensure electronic form storage and availability;
- Ensure processes and technologies are in place to accept and enable the use of e-Signatures;
- Format forms requiring signatures to accept e-Signatures.

The Department of General Services (DGS) and FMC permit the use of the following e-Signatures, transactions and record management activities in conducting state business with STD or Agency forms:

- **Electronic Signatures:** State agencies may accept permissible types of e-Signatures from all parties as legally binding and equivalent to handwritten signatures to signify an agreement. Each type of e-Signature will include the date the document was signed. Where state or federal laws, regulations, or rules require a handwritten signature, that requirement is met if the document contains an e-Signature unless otherwise prohibited by policies, laws, or regulations. Electronic forms must clearly and unambiguously show the chain of approval of all parties required to sign that document.
- **Electronic Transactions:** State business operations utilizing forms can now be completed electronically. In some cases, state agencies may have a legal obligation to collect a wet signature. In such cases, some forms will still need to be submitted to the agency in paper format. These requirements may change over time as technology adoption is implemented into policy.
- **Record Management:** An e-Record may serve as the official copy of a business-related document. All relevant records, including e-Records, shall be maintained in a reliable recordkeeping system. Business conducted by electronic means shall be fully documented to meet recordkeeping requirements. Records shall be retained or disposed of in accordance with the approved records retention schedules stated in California State Records and Information Management (CalRIM) as supported by the State Contracting Manual (SCM) and the State Administrative Manual (SAM) 1600 *et seq.*

Types of E-Signatures Permitted for Use on State and Agency Forms by State Agencies

Only the following types of e-Signatures (further defined in SAM 1710) can be used on forms by state agencies.

- Name Typed or Stamped
- Recorded Voice
- Personal Identification Number (PIN) or Password
- Digitized Image of Handwritten Signature
- Digital Signature

A form needs to include a statement confirming agreement (for example: "I confirm", "I agree", or "I accept") that is tied to the e-Signature to create a binding electronic record. Most state and agency forms already include this language above the signature block.

REVISIONS

- [ELECTRONIC SIGNATURES, ELECTRONIC TRANSACTIONS AND ELECTRONIC RECORD MANAGEMENT FOR STATE FORMS - 12/2020 \(/Resources/SAM/TOC/1700/1734/1734-DEC-2020\)](#)

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[Certification \(/Certification\)](#)

[Employee Corner \(/Employee-Corner\)](#)

[Privacy Policy \(/Privacy\)](#)



Disaster No: _____
 Cal OES ID No: _____
 UEI No: _____

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: _____
 (Name of Organization)

PRIMARY MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX NUMBER: _____

CA ASSEMBLY DIST: _____ CA SENATE DIST: _____ U.S. CONGRESSIONAL DIST: _____

Visit sos.ca.gov/elections/who-are-my-representatives to find your district number.

AUTHORIZED AGENT: _____

TITLE: _____

EMAIL ADDRESS: _____

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.



3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd- 3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of



- 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
 12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
 13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).



15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account and will be used to pay only eligible costs for projects described above.
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.



21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by _____
 (Name of Organization)

to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

 PRINTED NAME

 SIGNATURE OF AUTHORIZED AGENT

 TITLE

 DATE



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE South Lake County Fire Protection District
 (Governing Body) (Name of Applicant)

THAT Fire Chief, OR
 (Title of Authorized Agent)

Assistant Fire Chief, OR
 (Title of Authorized Agent)

 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the South Lake County Fire Protection District,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the South Lake County Fire Protection District, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 19 day of September, 2023

Rob Bostock, President, Board of Directors
 (Name and Title of Governing Body Representative)

Jim Comisky, Vice President, Board of Directors
 (Name and Title of Governing Body Representative)

Madelyn Martinelli, Director
 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Gloria Fong, duly appointed and Board Clerk of

 (Name) (Title)
South Lake County Fire Protection District, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the Board of Directors

 (Governing Body)
 of the South Lake County Fire Protection District on the _____ day of _____, 20____.
 (Name of Applicant)

 (Signature)

Board Clerk

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



FFATA FINANCIAL DISCLOSURE

OES-FPD-011 (Rev. 10-2022)

Cal OES ID No.: _____

UEI Number: _____

Previous Fiscal Year End Date: _____

FFATA Financial Disclosure

The Federal Funding Accountability and Transparency Act (FFATA) requires information on federal awards be made available to the public and is submitted by the California Governor's Office of Emergency Services (Cal OES) to www.frs.gov. This is done in order that the government be held accountable for each spending decision. As a subrecipient of federal funds, you will be unable to draw down funds until this signed form is returned to Cal OES.

The Total Compensation and Names of the top five executives must be reported in the table on this form if your business or organization meets **both** of the following criteria:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts, and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

If your business or organization does **NOT** meet **BOTH** criteria, check the box below, sign, and return to Cal OES Financial Processing Unit.

Not subject to FFATA Financial Disclosure.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

I, _____, do hereby certify, as the authorized agent of
Printed Name of Authorized Agent

_____, the information contained in this document is true
Entity Name

and correct.

Title of Authorized Agent

Signature of Authorized Agent

Date

Date: Mon, Aug 28, 2023 at 2:57 PM

Subject: Advocating For Future Fire District Fiscal Stability

Good Afternoon:

On behalf of FDAC, I want to thank you for your organization's engagement in the Fire Service Legislative Priorities Group. FDAC is honored to be part of these discussions and feel confident these deliberations will move the California fire service forward together.

As we discussed at the last meeting, FDAC has prepared the attached white paper on the history of fire protection district financing and the need to find a long-term solution to sustaining local government fire service agencies. The document clearly outlines the multiple impacts of state decisions for decades on special districts that provide fire protection and emergency response services.

We understand that pursuing a long-term, consistent fix to local government fire service funding is a big lift. That said, as the statewide association for fire protection districts, FDAC's leadership feels like it is our duty to elevate the issue and educate decision-makers on the challenges faced by our members. We know it will not be easy, but we are determined to try.

Our ask is that all fire service organizations sitting at the Fire Service Legislative Priorities table will review the attached document and share with us any comments, edits, concerns, substitutions, or any information that may be missing in our white paper. There is no "pride of ownership" in this document as we want our external message to be strong, accurate, and persuasive. If we could get the name and email of the point person from your organization to engage, we will set up a call to review the white paper so we can move this initiative forward. If we could get your comments back no later than **September 15, 2023**, it would be appreciated. Please send your comments, edits to Brett Moore at bmoore@fdac.org.

Once the document has been vetted by all of you, and we have received and incorporated necessary comments, FDAC will reach back out to each organization to schedule a presentation to your Board of Directors asking them to approve being a signatory to the document. Our goal is to have a completed document by September 30, 2023.

Thank you for your consideration to support FDAC's initiative to secure adequate, long-term funding for local government fire services agencies committed to protecting and serving our constituents.

Most sincerely,

Chief Eric Walder, President
Fire Districts Association of California



FDAC

Fire Districts Association of California

California Fire Districts are in a Funding Crisis

Property tax revenue is the lifeblood of fire protection districts that has been slowly hemorrhaging for more than 30 years, resulting in decreased staffing, station closures, longer response times all of which negatively impact the willingness and ability to support the mutual aid system. While Cal Fire gets most of the credit, cities, counties, and fire districts provide over 50 percent (50%) of firefighters to fight the State's large wildland fires. Fire districts provide over a third of those firefighters.

Created by Decades of State Initiatives Related to Property Tax Allocation

The State created a permanent fix (problem) for a temporary financial problem. In 1993 and 1994, because the State could not fund their Prop-98 financial obligations to the schools, the State shifted their problem to local government by shifting local property taxes away from cities, counties, and fire districts to the schools. For fire districts, this created an underfunding situation by 20% or more; staffing shortages; and forced the closure of fire stations, which equals unintended consequences.

Over the Decades, the State has Helped Cities and Counties, but not Fire Districts

The State then fixed the problem they created for cities and counties (Prop-172 and VLF "Triple Flip"), but NOT for fire districts. Unfortunately, fire districts do not receive a portion of sales tax. Today, over 30 years later, fire districts remain strapped for funding that is shifted away and no longer goes for the purpose it was originally intended. No longer do fire districts have the resources or firefighters to share with the State for large catastrophes and conflagrations. This equals yet another unintended consequence.

Nature of the Impacts

Last year, noting the more than \$94,000,000.00 shifted away from fire districts, may help explain the tremendous number of resource requests that went unfilled or is better known as Unable to Fill (UTF). There were 19,435 UTFs in 2020 and 11,422 UTFs in 2021. This puts a great burden on Incident Commanders who lack resources to contain, control, and mitigate emergencies.

The State is the Only One Who Can Fix the Problem

Restoring lost property tax funding will allow fire districts to hire 500 firefighters; staff 40 new fire engines daily; send 125 additional engines for mutual aid to large wildland fires or other catastrophes.

History of California's Property Tax Allocation

- 1972 **SB 90**—Establishes school "revenue limit" funding system, giving the state a significant fiscal interest in the allocation of local property tax revenue.
- 1978 **Proposition 13**—Voters cap the basic property tax rate at 1 percent and give the state new responsibilities for allocating property tax revenue.
SB 154—State's first law allocating property tax revenue. Amounts based on share of property tax received prior to Proposition 13, with state providing grants for some of local revenue loss.
- 1979 **AB 8**—State changes property tax allocations in SB 154, establishes system for allocating future growth in property tax revenue, and absorbs costs of some local programs.
- 1992 **First ERAF Shift**—State permanently shifts some property tax revenue from counties, cities, and special districts into a fund for K-14 districts.
- 1993 **Second ERAF Shift**—State permanently shifts additional property tax revenue into a fund for K-14 districts.
- 2004 **Triple Flip**—State uses some local sales tax revenue to repay deficit-financing bonds. Reimburses counties and cities with property tax revenue from ERAF and K-14 districts.
The VLF Swap—State permanently shifts some property tax revenue from ERAF and K-14 districts to reimburse cities and counties for the state's reductions to their VLF revenue.
Temporary ERAF Shift—State shifts some property tax revenue from noneducational local agencies to K-14 districts for two years.
Proposition 1A—Voters restrict the state's authority to shift property tax revenue away from cities, counties, and special districts.
- 2009 **Proposition 1A (2004) Borrowing**—State borrows \$1.9 billion of property tax revenue from cities, counties, and special districts as authorized by Proposition 1A.
- 2010 **Proposition 22**—Voters eliminate the state's authority to borrow property tax revenue and to shift redevelopment agencies' property tax revenue.
- 2012 **Dissolution of Redevelopment Agencies**—Redevelopment agencies are abolished. Over time, their share of the property tax will revert to other local governments.

ERAF = Educational Revenue Augmentation Fund; VLF = vehicle license fee.

Graphic is sourced from the California Legislative Analyst Office's 2012 Property Tax Primer; <https://www.lao.ca.gov/reports/2012/tax/property-tax-primer-112912.aspx>.

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

RESOLUTION NO. 2021-22 15

**A RESOLUTION TO ACCEPT AND ENTER INTO AGREEMENT
WITH CITIBANK, NATIONAL ASSOCIATION FOR TRAVEL PAYMENT SYSTEM SERVICES**

WHEREAS, under agreement with State of California Department of General Services (DGS), Citibank, National Association (Citibank) provides the Travel Payment System services for the Statewide Travel Program (STP) through the State’s vendor, CalTravelStore; and

WHEREAS, there are no initial upfront costs to participate / piggyback off DGS Agreement No. 5159906 attached hereto; and

WHEREAS, participation in the STP is consistent with the South Lake County Fire Protection District Expense and Use of Public Resources Policy No. 3070; and

WHEREAS, the Board of Directors of the South Lake County Fire Protection District has reviewed the Standard Agreement with Citibank and attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of South Lake County Fire Protection District hereby approves attached Standard Agreement with Scope of Work and amended agreement term and authorizes the President of the Board of Directors to sign and execute said agreement.

THIS RESOLUTION was introduced and adopted by the Board of Directors of the South Lake County Fire Protection District at a regular meeting held on the 21st day of December, 2021 by the following vote:

AYES: *Martinelli, Bostock, Cline, Hoberg*

NOES: *None*

ABSENT OR NOT VOTING: *None*

SOUTH LAKE COUNTY
FIRE PROTECTION DISTRICT

DocuSigned by:
Jim Comisky
9967BD40E01A47E...

JIM COMISKY
President, Board of Directors

ATTEST: 
AA6C7B669C144F1...
Gloria Fong
Clerk to the Board of Directors

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

3
4 **RESOLUTION NO. 2023-24 05**

5
6 **A RESOLUTION AMENDING RESOLUTION NO. 2021-22-15 FOR MASTER SERVICE**
7 **AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION TO PROVIDE TRAVEL**
8 **PAYMENT SYSTEM SERVICES FOR STATEWIDE TRAVEL PROGRAM**

9
10 **WHEREAS**, under Resolution No. 2021-22-15, agreement between State of California
11 Department of General Services (DGS), Citibank, National Association (Citibank) to provides Travel
12 Payment System services for the Statewide Travel Program (STP) through the State's vendor,
13 CalTravelStore expires October 31, 2023; and

14
15 **WHEREAS**, there are no initial upfront costs to participate / piggyback off DGS STP Master
16 Service Agreement No.5-23-99-37-01 with U.S. Bank National Association attached hereto; and

17
18 **WHEREAS**, the Board of Directors of the South Lake County Fire Protection District has
19 reviewed the Master Service Agreement with U.S. Bank National Association.

20
21 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of South Lake County
22 Fire Protection District hereby accept terms of attached Master Service Agreement, authorizes
23 Administrative Staff as Account Opener to submit application to continue participation in STP and
24 as the Program Administrator and authorizes the Fire Chief or his designee to execute agreement
25 and or application.

26
27 **THIS RESOLUTION** was introduced and adopted by the Board of Directors of the South
28 Lake County Fire Protection District at a regular meeting held on the 19th day of September ,
29 2023, by the following vote:

30
31 AYES:

32 NOES:

33 ABSENT OR NOT VOTING:

34
35 BY:

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
ROB BOSTOCK, President, Board of Directors

36
37
38 ATTEST:

Gloria Fong, Clerk to the Board of Directors

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-23-99-37-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

U.S. Bank National Association

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

November 1, 2026, with three (3) optional two-year extensions

3. The maximum amount of this Agreement is:

\$0.00 (Zero dollars and zero cents, with no guarantee of contract expenditure)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	31
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B.1	Rebates/Incentives Sheet	2
Exhibit C *	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Insurance Requirements	3
Exhibit E	Additional Provisions	8
Exhibit F	Definitions	5

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

U.S. Bank National Association

CONTRACTOR BUSINESS ADDRESS

800 Nicollet Mall

CITY

Minneapolis

STATE

MN

ZIP

55402

PRINTED NAME OF PERSON SIGNING

Brian Richter

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE

Brian Richter

Digitally signed by Brian Richter
Date: 2023.06.29 15:13:18 -05'00'

DATE SIGNED

06/29/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-23-99-37-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 Third Street, 2nd Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Carol Bangs

TITLE

Acquisitions Branch Chief, Procurement Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Carol Bangs

Digitally signed by Carol Bangs
Date: 2023.06.29 19:42:34 -07'00'

DATE SIGNED

6/29/2023

CALIFORNIA DEPARTMENT OF GENERAL S

EXEMPTION (If Applicable)



EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

The State of California, Department of General Services Procurement Division (DGS–PD), on behalf of Department of General Services (DGS), Statewide Travel Program (STP) is contracting with U.S. Bank National Association (hereinafter referred to as “Contractor” or “U.S. Bank”) for Travel Payment Services (TPS) to be used by eligible User Agencies as defined in Exhibit A, Section 8.

Contractor shall provide TPS for travel and travel related expenses in accordance with the terms and conditions of this MSA. Travel and travel-related expenses include, but are not limited to domestic and international airfare, travel agency transactions, commercial car rentals, rail tickets, ground transportation, electronic toll collection systems, parking, electric vehicle charging, lodging, meeting, and conference rentals, meals, and incidentals.

Each User Agency shall determine whether use of this MSA is consistent with its procurement policies and regulations.

2. AGREEMENT TERM

- A. The term of this MSA is for a three (3) year period from the “Go Live” date. This MSA is effective upon approval from the DGS-PD.
- B. The “Go Live” date shall be November 1, 2023. Implementation, training, and payment Account set-up tasks must begin upon execution of the MSA at no cost to STP. Transactions shall not commence until the “Go Live” date.
- C. The DGS-PD, at its sole discretion, may extend this MSA for three (3) two-year options, with a maximum cumulative term period of nine (9) years.
- D. All rates as outlined in Exhibit B.1 - Rebates/Incentives Sheet shall be firm-fixed for the initial MSA term (3 years). In the event of (i) a decrease or increase in the Visa USA Interchange Reimbursement Fees for one or more merchants from the April 2022 published interchange rates, (ii) an interchange event by a Visa Preferred Partner merchant impacting interchange rates by five percent (5%) or more or (iii) the movement of a merchant into the VISA Preferred Partner program or similar alteration of the interchange paid by a merchant by more than five percent (5%) (each such impacted merchant an “Impacted Merchant”), Contractor will have the right, but not obligation to modify the current Rebate/Incentive Share with a new Rebate/Incentive Share for each Impacted Merchant to reflect the proportionate change of the interchange rates, with at least six (6) month notice to STP Contract Administrator. Contractor will provide written justification to the STP Contract Administrator with validation of the

adjustment and identify how the adjustment is applicable to travel-related purchases. New rates will become effective through amendment to the MSA.

3. ORDER OF PRECEDENCE

In the event of a discrepancy and/or inconsistency between the articles, attachments, or provisions which constitute this MSA, the descending order of precedence shall apply in the sequence displayed on the Standard Agreement (STD 213).

4. CONTRACT ADMINISTRATORS

A. All inquiries during the term of this MSA will be directed to the representatives listed below:

DGS-PD Contract Administrator

Kush Kishor
Department of General Services, Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Phone: (916) 375-4365
Email: Kush.Kishor@dgs.ca.gov

STP Contract Administrator

Lori Wasson
1700 National Drive
Sacramento, CA 95834
Phone: (279) 946-8513
Email: Lori.Wasson@dgs.ca.gov

Contractor's Contract Administrator

Leslie Massey
Phone: (805) 591-7255
Email: Leslie.Massey@usbank.com
Contractor Address:
U.S. Bank – Corporate Payment Systems
200 South Sixth Street
Minneapolis, MN 55402

B. Should a representative change, each party will notify the other parties in writing no later than fourteen (14) calendar days after the date of such change, without amendment to this MSA.

5. TERMINATION

Should the Contractor fail to commence work at the agreed upon time, DGS-PD, upon five (5) calendar days written notice to the Contractor, reserves the right to

terminate this MSA. In addition, the Contractor shall be liable for the actual cost of engaging another Contractor to perform the work.

6. TERMINATION FOR CONVENIENCE

In addition to any other provision of this MSA, DGS-PD may terminate this MSA or cancel a portion of the service for any reason by giving the Contractor a minimum of thirty (30) calendar days written notice.

7. AMENDMENTS

- A. Any modifications to the requirements contained in this MSA may only be authorized through an amendment and mutually agreed upon by DGS-PD and the Contractor.
- B. If Contractor determines the provision of any of the services under the MSA is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation, Contractor shall immediately notify STP of proposed changes required for compliance and continuation of services under the MSA. Contractor shall negotiate to incorporate the modification(s) or discontinuance of services.

8. AUTHORIZED USER AGENCY

- A. Eligible authorized User Agencies are as follows:
 - 1) Executive Branch User Agencies – State of California tax funded agency, department, board, or commission under the Executive Branch empowered to expend public funds.
 - 2) Non-Executive Branch User Agencies:
 - a) Non-Salaried: Persons who are on official state business and whose travel expenses are paid by the state (this includes volunteers, members of official task forces, contractors, consultants and members of some commissions and boards, and wards of the state).
 - b) Elected Constitutional Officers: Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.
 - c) State Legislative Branch: Members of the State Senate, Members of the State Assembly, and Legislative staff members.

- d) State Judicial Branch: Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California, and the State BAR of California.
- e) Executive Protection: Persons providing executive protection to anyone authorized to use these contracted rates.
- f) Local Agencies: Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed by or affiliated with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term "state business" is used in this MSA, it shall be read to include travel undertaken to perform the official business of local agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.
- g) Kindergarten through Grade Twelve (K-12) School Districts: Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.
- h) Employees of the California State University (CSU) system, University of California (UC) system, and California Community College (CCC) system.

9. MANAGEMENT MEMO (MM) 14-03

Pursuant to Management Memo (MM) 14-03 dated March 6, 2014, Executive Branch agencies are required to make all travel arrangements (airfare, hotel, commercial car rental, and rail) through STP. This MSA will be mandatory for Executive Branch employees traveling on official state business, except when emergencies or unusual operating conditions arise.

10. NON-EXECUTIVE BRANCH USER AGENCIES

- A. Contractor shall permit Non-Executive Branch User Agencies to participate under the resulting MSA.
- B. Non-Executive Branch User Agencies shall have the same rights and privileges as the state under the terms of this MSA.
- C. Any Non-Executive Branch User Agencies shall be required to submit to the same responsibilities as do state agencies and will have no authority to amend, modify or change any condition of this MSA with the exception the specific provisions cited below:
 - 1) Invoicing, delivery, and payment provisions.

2) Governing law, jurisdiction.

If the parties cannot mutually agree, neither party shall be obligated to enter into an agreement.

11. CONTRACTOR RESPONSIBILITIES

- A. Contractor is responsible for providing TPS in accordance with this MSA.
- B. After “Go Live” date, changes to processes, procedures, services, or software utilized by STP or any User Agencies must be provided to STP with at least thirty (30) days prior written notice. If change is dictated by legislation or Card Network requirements, changes may be provided to STP with shorter written notice. Contractor and STP shall mutually agree on process changes when reasonably possible or when the process is unique to the STP. Contractor will collaborate with STP on communications to User Agencies.
- C. Contractor must provide controls that will prevent the use of the card for purchasing commodities and services that STP or the User Agency designates as restricted.
- D. Contractor shall notify STP immediately (no more than three (3) calendar days) in writing of any lost, stolen, or compromised Account, and any suspected or actual breach, or Unauthorized Use of an Account or information regarding Accounts or other sensitive information.

12. IMPLEMENTATION PLAN

- A. Prior to “Go Live” date, Contractor shall collaborate with STP to provide a detailed draft implementation plan which includes at minimum, major tasks, activities, timeframe, and allocated resources for services outlined within this MSA. Within ten (10) calendar days of executed MSA, the Contractor shall finalize and submit a final implementation plan to STP for approval and initiation.
- B. Contractor shall set up and implement existing payment/card Accounts by the MSA “Go Live” date in the following order of priority:
 - 1) User Agencies’ Centrally Billed Accounts
 - 2) Individually Billed, Individual Liability Accounts
- C. A naming convention for the setup of Accounts will be determined through mutual agreement between STP and the Contractor. The naming convention will be maintained and used for all payment/card Accounts throughout the term of this MSA.

- D. Contractor shall assign a dedicated Account Manager who will be the primary point of contact to address issues during rollout and beyond.
- E. Contractor will work with the STP Contract Administrator to meet all elements of the agreed upon implementation plan.
- F. Contractor shall attend meetings as required with STP during the implementation.
- G. Contractor shall ensure that all key staff shall be present during the initial implementation meeting as required by STP.
- H. Contractor shall participate in weekly implementation planning meetings, beginning no later than two (2) weeks after executed MSA. Implementation meetings will continue weekly until two (2) weeks after implementation at a minimum.
- I. Contractor shall provide direct, active involvement in the leadership of the implementation, providing sufficient resources to ensure its overall success.
- J. Contractor shall collaborate with STP and the current TPS MSA 5159906 contractor to transition all current User Agencies prior to the "Go Live" date.
- K. Contractor shall be fully onboarded with instruction from STP, prior to providing any services; this includes any Subcontractors.
- L. Contractor shall collaborate with STP and STP contractors, including but not limited to the current TPS MSA 5159906 contractor to coordinate the transferring, exporting and/or receiving card Account and Program Administrator data.
- M. Contractor shall be prepared to charge transactions commencing on the "Go Live" date.
- N. Contractor must be able to issue cards or multiple cards (different card numbers) for the same Account or billing entity to select Cardholders as required.
- O. Prior to "Go Live" date, Contractor shall collaborate with the current TPS MSA 5159906 contractor to facilitate a seamless transition for virtual payments, as to not impact any current User Agencies utilizing the program.

13. USER AGENCY RESPONSIBILITIES

- A. All User Agencies shall prepare and submit the necessary forms to participate in this MSA, as directed by STP.

- B. All User Agencies shall designate a Program Administrator who will serve as the primary point of contact between the User Agency, STP and the Contractor for Account management purposes. User Agencies shall also designate a secondary or back-up Program Administrator to ensure program continuity.
- C. User Agencies participating in this MSA shall comply with all applicable state procurement laws, regulations, policies, procedures, and best practices.
- D. All User Agencies shall assume responsibility for preventing unauthorized charges on the Account, reconciling all card transactions, and making timely payments to the Contractor for services rendered under this MSA.
- E. All User Agencies shall assume responsibility for all authorized charges incurred on centrally billed Accounts. Individually Billed, Individual Liability Account Cardholders are liable for all authorized charges.
- F. User Agencies shall have no liability for lost or stolen cards or fraudulent use of any card products.
- G. User Agencies will safeguard information regarding cards, Account numbers, passwords, personal identification numbers and other sensitive information provided by the Contractor in a manner that is consistent with those applicable to the User Agencies' other accounts. Each party will utilize commercially reasonable efforts to maintain an appropriate information security program to prevent the unauthorized disclosure, Unauthorized Use, alteration, or destruction of confidential information.

14. CARD ACCOUNTS

- A. All payment accounts (cards) must be accepted and recognized by the widest possible variety of merchants in the United States, Canada and internationally.
- B. Contractor shall provide, at minimum, the following account types:
 - 1) Centrally Billed Account – Card accounts billed to the User Agency or program within a User Agency. These accounts are paid directly by the User Agency and may utilize a physical card or a cardless (ghost) account.
 - 2) Virtual Account – Virtual Accounts billed to the User Agency or program within a User Agency. These accounts are paid directly by the User Agency and do not utilize a physical card.
 - 3) Individually Billed, Individual Liability Account – Card account billed directly to the Cardholder. These accounts are paid directly by the Cardholder and utilize a physical card.

- C. Contractor shall provide, at minimum, the following card types to all User Agencies:
- 1) Declining Balance Card/Managed Spend Card – Specialized card with a pre-set spend limit and expiration date that is typically non-replenishing. This card product has an established limit that reduces as transactions occur.
 - 2) Emergency Card – Specialized card that is always open, active, and ready for use, often with no or an extremely high credit limit.
 - 3) Travel Card – Physical card used by a User Agency and its employees for travel expenses. This product may be used to make travel arrangements, or by a Cardholder at the point of sale.
 - 4) Meeting Card – Physical card used by a User Agency and its employees for meeting and conference related expenses, including but not limited to room rental, food and beverage, audio and visual, room blocks, and other meeting and conference related expenses.
 - 5) Virtual Card – Virtual, single-use credit card number intended as a method of payment for travel-related services.
- D. Contractor shall provide a Restricted Card: A travel card issued to applicants with a low credit score that contains more stringent restrictions defined by the agency/organization, which may require the Contractor to:
- 1) Reduce the overall dollar limit for the card.
 - 2) Reduce the limit on individual transaction amounts.
 - 3) Limit the types of transactions allowed.
 - 4) Issue pre-paid card that automatically restricts dollar amount and transaction types.
 - 5) Limit the dollar amount of transactions that can be applied to the card within a particular time period.
 - 6) Limit the length of time a card remains active, such as for the length of time in travel status only; and/or
 - 7) Restrict use at ATM's.
- E. STP and a User Agency may cancel payment accounts with thirty (30) calendar days written notice.

- F. Accounts must link to STP's separately contracted Travel Management Services (TMS) provider, and Online Booking Tool (OBT), through the Global Distribution System (GDS).
- G. Contractor shall integrate virtual payments for all travel services under this MSA and shall have the ability to integrate virtual payments for all other current and future STP travel segments.
- H. Contractor shall issue any Virtual Account through the GDS and OBT by automatically generating a single-use Virtual Card number for STP programs including but not limited to:
 - 1) Lodging
 - 2) Airline
 - 3) Commercial Car Rental
- I. STP or a User Agency may request that the Contractor issue an Individually Billed, Individual Liability Card, to which Cardholder is solely liable for all amounts incurred through such cards, and any applicable fees as provided in the cardholder account agreement in effect.
- J. Reporting of Individually Billed, Individual Liability Accounts to the credit bureaus will not be sooner than one hundred eighty-one (181) calendar days Past Due. Should the Contractor choose not to report the Cardholder to the credit bureaus at one hundred eighty-one (181) calendar days Past Due, the Contractor shall waive deductions for credit loss (Charge Off deduction) of the one hundred eighty-one (181) calendar days Past Due reported amount.
- K. Each card must have a "per transaction" and monthly charge limit as determined by STP. Purchases for amounts greater than the determined limits must be rejected. Unless otherwise requested by STP, the Contractor must not accept purchases that would cause the credit limit to be exceeded.

15. ACCOUNT/CARD ISSUANCE

- A. Contractor must allow for Program Administrators to order and issue cards (single or multiple simultaneously) online.
- B. All requests for account/card issuance or re-issuance shall have proper approval from STP and/or the Program Administrator.
- C. Cards must be automatically re-issued upon card expiration unless otherwise specified by STP or the Program Administrator in writing or electronically.
- D. Cards are to be provided or delivered to the User Agency, as directed, within

two (2) to three (3) business days of receipt of a Card Application or completion of account setup, and in urgent cases, within twenty-four (24) hours.

1) In the event of a lost or stolen card, a replacement card is to be delivered within seventy-two (72) hours of STP or User Agency notification to Contractor or within twenty-four (24) hours in urgent cases. Urgency will be determined by STP or User Agency.

- E. Contractor must be able to deliver cards overnight when requested by the User Agency.
- F. Program Administrators shall have the authority to approve all changes to the name and/or delivery address of their respective User Agencies' cards.
- G. Centrally Billed Accounts shall have the ability to link one or more centrally billed cards within the same Centrally Billed Account.
- H. Contractor must be able to issue multiple cards (different card numbers) for the same account or billing entity as required by the User Agency.
- I. User Agency shall only be permitted to request the issuance of Accounts in the name of the following parties: (i) in its own name, (ii) in the name of any User Agency employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of User Agency and (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a bona fide connection to User Agency (i.e., a temporary card issued to an employee candidate). Contractor may refuse to issue an Account to any party that cannot satisfy Contractor's regulatory requirements referenced in Exhibit E, Section 8.A.
- J. Contractor may immediately, (i) suspend or cancel any Account, with notice, if Contractor is unable to verify the identity of the Account holder or owner of the Account based on the information submitted to Contractor, or if Contractor is unable to verify that providing services to an Account holder or User Agency does not pose a risk to Contractor of violating any applicable law, statute, or regulation.

16. RESTRICTIONS AND LIMITS

- A. Contractor shall prohibit use of cash advances or withdrawals at ATMs for all card accounts.
- B. Contractor agrees to suspend, impose, and/or set limits and restrictions on payment/card accounts as specified by STP to include, but not be limited to:
 - 1) Limiting the types of transactions allowed and the number of transactions allowed.

- 2) Limiting the dollar amount of transactions that can be applied to the account within a particular time period.
 - 3) Maximum daily/weekly/monthly spend limits.
 - 4) Limiting or blocking a single or multiple merchants by use of Merchant Category Codes (MCC).
 - 5) Limiting the length of time a card or an account number remains active.
 - 6) Suspending any account that is delinquent for a period exceeding ninety (90) calendar days from the Billing Cycle close date.
 - 7) Cancelling/closing any account that is delinquent for a period exceeding one hundred eighty (180) calendar days from the Billing Cycle close date.
- C. On an exception basis, the Contractor must have a process in place whereby the User Agency can request the Contractor to change the limits instantly or within a few hours.

17. CARD DESIGN

- A. Contractor shall be responsible for the embossing and printing of the cards to STP's specifications. STP reserves the right to change the card design during the life of this MSA.
- B. The final content and design of the cards will be determined by Contractor with approval from STP. Contractor agrees that the card design will include, at a minimum:
 - 1) "Official Government Travel Only".
 - 2) User Agency's full name, and Cardholder name if applicable.
 - a. Minimum of 24 characters for the name embossed on the card.
 - 3) Contractor's customer service toll free number. A regular phone number must also be printed in case of requirement for collect calls to enable coverage of all destinations.
- C. STP and the Contractor will agree upon any other design features that would assist with card acceptance and Fraud prevention.

18. ENROLLMENT FOR NEW USER AGENCIES

- A. Enrollment and onboarding of new User Agencies after the initial implementation should include a structured, less than forty-five (45) calendar

day timeline outlining the support and assistance for each User Agency to ensure the most effective transition to STP.

- B. Contractor shall provide new User Agencies enrollment procedures and package to STP for approval within thirty (30) calendar days of the kickoff meeting. The enrollment package may include a Card Application and participating agreement that stipulates User Agencies agree to follow the terms and conditions of this MSA. Contractor agrees to work with STP on any edits on the enrollment package. After mutual review by both parties, STP will approve the final enrollment process including procedures and form for use by User Agencies.
- C. Contractor shall have a pre-established Account setup process. Contractor shall provide STP with a draft of the pre-established Account setup process within thirty (30) calendar days of kick off meeting. Contractor agrees to work with STP on any edits on the pre-established account setup process. Final pre-established Account setup process must be approved in writing by STP. Pre-established Account setup process may be customized based on the needs of each User Agency.
- D. Contractor shall direct inquiries regarding enrollment to STP.
- E. Contractor must create new billing Accounts within four (4) weeks or less from submission of the STP approved enrollment package.
- F. Each User Agency (except for Executive Branch agencies) will be subject to credit verification by the Contractor and imposed limits/restrictions based on credit worthiness.

19. REBATES AND INCENTIVES

- A. Total Spend Incentives and Prompt Payment Incentives outlined in Exhibit B.1 – Rebates/Incentives Sheet will stay in effect for the entire term of the MSA, including exercised option year(s) unless modified in accordance with Exhibit A, Section 2.D.
- B. Total Spend Incentive
 - 1) STP must receive a Basis Point (BP) (percentage) of its total annual spend volume, excluding returns, credits, and unauthorized use of cards or Accounts during the incentive period.
 - 2) The Total Spend Incentive must be provided to STP annually, within ninety (90) calendar days of the “Go Live” date.

- 3) The Total Spend Incentive will be made payable to STP via check, automatic clearing house (ACH), or electronic funds transfer (EFT), as determined by STP.
- 4) The Total Spend Incentive to be received annually by STP is calculated as:
BP (percentage) x Annual Total Spend Volume minus one hundred eighty (180)-day Credit Losses and Charge Offs.

C. Prompt Payment Incentives

- 1) Prompt Payment Incentives will be calculated annually based on the average speed of pay within a contract year. The speed of pay is based on a standard calculation of Client Held Days Payment Performance as defined in Exhibit F. User Agencies must receive a BP (percentage) of their annual total volume based on the User Agency's average speed of pay. Contractor shall identify the average speed of pay for the User Agency within the contract year and apply the appropriate BP from Exhibit B.1 – Rebates/Incentives Sheet.
- 2) The Prompt Payment Incentive must be paid to the User Agency on an annual basis.
- 3) Any User Agency that does not earn a minimum of twenty-five dollars (\$25) for Prompt Payment Incentive for all Centrally Billed Accounts combined annually will forfeit its incentive share for that contract year.
- 4) The Prompt Payment Incentive to be received annually by User Agencies is calculated as: Appropriate BP (percentage) based on individual User Agency's annual average speed of pay x User Agency's Total Annual Spend Volume.
- 5) In the event a User Agency's Participating Agreement is terminated prior to completion of the contract year, payment for Prompt Payment Incentive shall be made to the User Agency within ninety (90) days following the last day of the year in which the termination occurred for any incentive share earned prior to the termination date.
- 6) User Agencies may opt-out of receiving Prompt Payment Incentive by providing written notification (email) to STP and the Contractor. (Template document may be created with mutual agreement of STP and Contractor for opt-out use).
 - a) If a Prompt Payment Incentive is earned by a User Agency that selects the "opt-out" provision, or that does not provide required banking instruction detail as required to receive payment, Contractor shall process monies for issuance and make payable to STP by supplemental payment.

- 7) The Prompt Payment Incentive shall be made via mailed check, ACH or EFT, as determined by the User Agency.
 - a) The Prompt Payment Incentive will not be calculated with or affect the Total Spend Incentive and/or the resulting payment.

D. Incentive Reporting

- 1) Contractor shall provide an electronic Spend Incentive Usage Report to the STP Contract Administrator on an annual basis. The report shall provide the calculated Total Spend (Incentive) to be provided to STP for the MSA year. Report must contain at a minimum, but not limited to, the following data elements:
 - a) Monthly and Annual Total Spend
 - b) Total Number of Transactions
 - c) Calculated Total Spend Incentive
 - d) Calculated Total Spend Incentive (by User Agency)
 - e) Charge Offs
 - f) Date Paid
 - g) Actual Total Spend Incentive due to STP (cumulative for all Participating User Agencies minus Charge Offs)
- 2) Contractor shall provide an electronic Prompt Payment Usage Report to the STP Contract Administrator on an annual basis. The report shall provide the calculated Prompt Payment (Incentive) by User Agency for the MSA year. Report must contain at a minimum, but not limited to, the following data elements:
 - a) Participating User Agency
 - b) Monthly and Annual Total Spend (by User Agency)
 - c) Total Number of Transactions (by User Agency)
 - d) Average Days to Pay (by User Agency)
 - e) Calculated Prompt Payment Incentive (by User Agency)
 - f) Date Paid
 - g) Charge Offs (by User Agency)

3) Contractor must submit Total Incentive Usage Report and Prompt Payment Usage Reports in Excel format via email within thirty (30) calendar days from the "Go Live" date to STP for review. After mutual review by both parties, STP will approve in final reporting format.

E. New card products and services must not impact the Total Spend and Prompt Payment Incentive share offering.

20. STAFFING/CUSTOMER SERVICE

A. Contractor must provide all necessary staff to maintain all service levels, and provide prompt, courteous and efficient service. The number of assigned staff shall be sufficient to meet all service level requirements including but not limited to, Account settlement inquiries, payment discrepancy resolution, online system administration, reporting, and training as needed.

B. Contractor staff must be based in the continental United States (US).

C. Contractor shall provide at least one (1) designated Account Manager and one (1) backup Account Manager, each with a minimum of three (3) years of experience to oversee the daily operations and provide Account management support to STP and User Agencies, including but not limited to:

- 1) Serve as the primary point of contact to address issues during implementation and beyond.
- 2) Be available Monday through Friday to STP and Program Administrators during the User Agencies' regular business hours, i.e., 8:00 a.m. – 5:00 p.m. (PST).
- 3) Participate in, at minimum, bi-weekly meetings to review performance, new and existing Account status, program initiatives, and outstanding customer service issues.
- 4) Required to attend in-person meetings throughout California. Any travel expenses associated with this role will not be covered or reimbursed by the state.
- 5) Provide implementation planning and onboarding support with detailed actions, bi-weekly calls, and effective communication with STP and current and potential User Agencies.
- 6) Establish and maintain relationships with existing and potential User Agencies to ensure ongoing active Account management to support professional relationships and customer service.

- 7) At the request of STP, the Account Manager shall conduct an annual TPS program analysis and review of the top User Agencies. This program review shall include identification of missed and new travel opportunities and align with User Agencies' specific goals.
- D. Contractor shall provide a designated customer service team consisting of, at minimum, one (1) dedicated Account Representative and one (1) backup Account Representative, to support the size, scope, and complexity of an Account the size of the State of California, including but not limited to the following:
- 1) Day-to-day Account management support to STP, Program Administrators and Cardholders.
 - 2) A domestic and international toll-free telephone number available to Cardholders twenty-four (24) hour a day, seven (7) days a week, three hundred sixty-five (365) days a year.
 - 3) Technical support for the online data management and reporting system.
 - 4) Qualified personnel familiar with all aspects of this MSA.
 - 5) Dedicated resources necessary to ensure effective and efficient service under this MSA.
- E. Contractor shall provide live customer service/staffing for service any time outside of normal business hours, i.e., evenings, weekends, State holidays, etc. on twenty-four (24) hour a day, seven (7) days a week, three hundred sixty-five (365) days a year basis. The after-hours service must have access to the Contractor's system for making Account changes, Fraud submissions, and resolving declines as needed.
- F. Contractor shall provide alternate staffing support, communicated to STP in advance for scheduled and unscheduled absences of the dedicated Account Manager(s) and Account Representative(s).
- G. Contractor shall provide a technical Account Specialist(s) to assist in handling missing/unidentified payments, and other payment investigations. This individual shall also provide support services for payment system reconciliation and reporting.
- H. Contractor shall provide at least one (1) Technical Consultant or Payment Solution Consultant to coordinate and support Virtual Accounts. This includes but is not limited to assisting with Account implementations, declines, merchant outreach and training, particularly with MCC assignments and authorizations.

- I. Contractor shall provide and make available to STP an issue tracking system to report and track issues and have an established escalation process to meet the needs of all User Agencies.
- J. Contractor shall notify STP in writing within fourteen (14) calendar days of an Account Manager and/or Account Representative change and provide STP with at least one (1) replacement candidate that will meet or exceed the experience and skill level of the Account Manager and/or Account Representative being replaced.
 - 1) The state shall not compensate the Contractor for any time or effort required to prepare the new Account Manager and/or Account Representative for work related to this MSA.
 - 2) The state, for cause, reserves the right to require the Contractor to replace an assigned Account Manager and/or Account Representative at any time. The state will notify the Contractor in writing when exercising that right, providing the Contractor with the cause. The Contractor, within fourteen (14) calendar days of such notification, shall provide a replacement candidate that meets or exceeds the experience and skill level of the Account Manager and/or Account Representative being replaced.

21. SUBCONTRACTORS

- A. Nothing contained in this MSA or otherwise, shall create any contractual relation between the state and any Subcontractors, and no Subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the state for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of the Subcontractors as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the state's obligation to make payments to the Contractor. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
- B. Subcontractors must be mutually agreed upon between Contractor and STP.
- C. Subcontractors shall comply with all conditions stated in this MSA.
- D. Additional Service Level Agreements (SLAs) may be created based on the nature of work being performed by the Subcontractor.
- E. STP has the right to require a replacement of the Subcontractor at any time.
 - 1) Contractor shall have sixty (60) calendar days from the date of notice given by STP to replace the Subcontractor.

- 2) Contractor shall be responsible for continued coverage of services, and that there is no lapse in service for any existing programs currently in effect by STP.

22. SERVICE LEVEL AGREEMENT (SLA)

- A. Contractor shall allow STP, or a duly authorized representative of STP, to submit performance evaluations and monitor services.
- B. Contractor shall take part with STP in monthly, at minimum, meetings to review performance during the term of this MSA. The performance review meetings are separate from the required bi-annual TPS review meetings.
- C. Contractor shall provide regularly scheduled customer satisfaction surveys including but not limited to the below occurrences:
 - 1) Post-implementation survey for STP to rate the Contractor.
 - 2) Annually to STP to rate the performance of the Contractor.
 - 3) Ongoing for all Program Administrators and Cardholders.
- D. Contractor must have an established escalation plan and process in place to resolve both operational and technical issues promptly.
 - 1) Escalation requests shall be acknowledged in writing within one (1) business day.
 - 2) Continuous updates must be provided in writing to STP and/or the Program Administrator until the issue is resolved.
 - 3) Ongoing service tickets, root cause analyses, and resolutions shall be provided to STP in a reporting format at the performance meetings.
- E. If service levels outlined herein or any other terms of this MSA are not met, STP reserves the right to initiate a corrective action plan to address the issues in a formal setting. Each service level and category listed in this MSA will be considered individually; however, STP may determine the need for action based on the Contractor's overall performance. At each stage of the below escalation process, the Contractor shall effectively communicate a strategy for the escalated issue (e.g., root cause analysis, and resolution, with timeline).
 - 1) Issue will be escalated to the Contractor's Account Representative Manager.
 - 2) Issue will be escalated to the Contractor's Account/Service Manager.
 - 3) Issue will be escalated to the Contractor's Senior Account Manager.

F. Contractor shall meet and support the following, including but not limited to, SLA productivity and service standards:

Service Category	Service Level Agreement
Customer Service	1. Return all calls within 24 hours. 2. Respond to all emails within 48 business hours. 3. Regular correspondence is expected, providing updates to submitter in response to service-related incidents, requests, or inquiries until completed/resolved. 4. Customer service survey satisfaction scores must be a minimum 90% satisfaction rating.
Billing Account/Card Set-Up	1. Confirm receipt of email within 2 business days. 2. Execute required Account Hierarchy within 5 business days after Account template established. 3. Set up billing Account within 4 weeks.
Reporting	1. Customized reports provided within 24 hours of request.
System Availability and Maintenance	1. 99.9% uptime or better for all online systems. 2. Maintenance window notification in writing 72 hours prior to occurrence for all online systems.

23. ONLINE ACCOUNT MANAGEMENT AND REPORTING

- A. Contractor shall provide singular, secure, online client portal that acts as an Account management and reporting system. This modern online portal shall:
1. Integrate all Accounts and transactions into a centralized location online.
 2. Allow for uploading and storage to readily access user agreements, documents, messages, information requests, and enrollment forms for each User Agency.
 3. Accurately capture, report, and settle all electronic transactions in a timely manner according to industry standards.
 4. Comply with all applicable technical and functional performance criteria, as required by state and federal law, mandated by state policy, and determined by User Agencies.
- B. Routine system upgrades should be performed outside of normal business operating hours (e.g., weekends, or before 6:00 a.m. and after 7:00 p.m. (PT) Monday through Friday).

- C. Online systems shall provide access to data and reporting to any individual that STP has appropriately cleared with a requirement to access the specified information system and/or report for performing or assisting in a lawful government purpose.
- D. The Account management system shall provide or enable, at minimum:
- 1) Real-time data available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
 - 2) Travel administration and Account management including but not limited to, Account balances, limits, charges, declined transactions, spend history, accounting codes and demographics.
 - 3) Transactional data review, collection, and management.
 - 4) Multiple program Hierarchy levels (at least a minimum of seven).
 - 5) Establish roles, access, permission controls and authority levels for multiple user types.
 - 6) Unlock system access and reset User IDs and passwords.
 - 7) Card Application, registration, and Account/card updates.
 - 8) Online Statement access.
- E. The reporting system shall provide or enable, at minimum:
- 1) Ad Hoc reporting.
 - 2) Format types, including but not limited to, CSV, Excel, and PDF.
 - 3) Drill down capabilities for accounting/budget/project codes and other enhanced data (custom data fields).
 - 4) Integration with an open Application Programming Interface (API) connection of a Customer Relationship Management (CRM) technology as designated by STP.
 - 5) Exporting capabilities where files can be automatically exported into HR/Payroll systems and/or other back-office systems.
 - 6) Multiple user roles and permissions that allow access to be controlled by a specific role and/or organizational unit.
 - 7) Data retention for a period no less than seven (7) years for all reporting

spend and volume.

- 8) Multi-factor authentication and reporting to show who accessed or viewed sensitive data.
- 9) Business Intelligence (BI) analytics component capable of generating visual and manipulable representations such as custom dashboards, graphs, diagrams, and charts specific to selected data sets.
- 10) Level I, Level II, and Level III transaction data providing specific line-item details at the time of a card transaction beyond what is required for consumer card transactions.

F. Contractor shall provide the following reports upon request, and at regularly defined intervals including but not limited to, daily, weekly, bi-weekly, monthly, quarterly, bi-annually, and annually.

G. STP reserves the right to request additional reporting information during the term of this MSA. Contractor will work with STP and the User Agencies to provide requested reports within the requested timeframes.

Report Name	Description
Account History	Identify the history of changes made to an Account including changes to spending and single purchase limits, dates of changes, previous and current limits, and any additions/removals of MCCs, along with associated user credentials.
Account Reconciliation	Account payment details of the total number of purchases made including but not limited to date, merchant's name, amount, authorization number, location and for any credits or debits for the period. Any applicable fees, including interest or late payment charges.
Cardholder Activity	List of all cards issued including name of Cardholder, card number, expiry date, limit, and any other information that the Contractor may have.
Cardholder Listing	List of all active, cancelled, and closed cards (status) with card information.
Credit Limit	Total credit limit information, both allocated and available, including monthly limits and overall credit limits.
Declined Transactions/Reasons	Details of declined transaction authorizations along with related Account and merchant information for a specific time period and includes details such as declined date and time, requested (declined amount), transaction method, number and frequency of declined transactions including MCC, merchant name(s), etc.

Report Name	Description
Delinquency	Any accounts or cards with Past Due balances greater than 30 calendar days, balance owed, length of time Past Due in 30+, 60+, 90+, 120+, 150+ and 180+ Past Due day buckets. Provides details on Accounts in delinquency accounts by hierarchy.
Hierarchy	Organizational Hierarchy by User Agency type, including at a minimum, User Agency name, unique identifiers, and Hierarchy levels.
Program Administrator Listing	List of all Program Administrators, and contact information, sortable by department, Hierarchy, card type, and Account status. Include at a minimum User Agency name, User Agency type, contact name, email, and phone number.
Prompt Payment	Prompt payment (rebate) containing at a minimum, but not limited to User Agency name, monthly and yearly volume sales, average days to pay, calculated incentive share, Charge Offs, total actual incentive share for each agency, total actual incentive share paid to STP, total number of transactions and number of Accounts.
Rebate	Incentive share (rebate) containing at a minimum, but not limited to User Agency name, monthly and yearly volume sales, average days to pay, calculated incentive share, Charge Offs, total actual incentive share, total number of transactions and number of Accounts.
Industry Spend/Volume	Sortable by, at minimum, merchant, department, Hierarchy, date range, industry, total, providing comparative reference from historical data, and providing forecasting.
System User List	Identify users and Account status information within an organization, identifying all individuals with access and their current user status (activated, locked, etc.).
Total Spend Summary	Total spend for all transactions with a breakdown by MCC.
Transaction	Transaction detail and spend details for all cards including merchant details, MCC, total transaction amount, average transaction amount, and transaction count.
Vendor Details	Summary of top vendors providing total spend and transaction volume.

24. STATEMENTS AND PAYMENT TERMS

A. STP shall identify the Billing Cycle timeframe for all User Agencies.

- B. Contractor shall provide a monthly electronic Statement to each Cardholder and/or Program Administrator for each User Agency that indicates the outstanding balance, amount due and the payment date. In addition, the Statement shall show an itemized, accurate list of current purchases, payments, and credits, where applicable.
- C. Contractor shall enable Cardholders and Program Administrators to access their monthly online Statements as well as export the Statement into Excel. If necessary to retrieve Statements, STP shall provide each Program Administrator or other authorized Cardholder a secure encrypted access to the Contractor's website to access and view electronic Account Statements.
- D. Each transaction is billed directly to a central Account. Some User Agencies may require multiple and/or separate Account Statements at the conclusion of each Billing Cycle, as specified by the Program Administrator. The Contractor's systems shall be flexible enough to meet the needs of varying ordering systems in use by different User Agencies.
- E. Contractor shall make available system-generated email reminder capabilities to notify users of Statement download (online Statement enrollment), and all other payment-related alerts.
- F. If the User Agency does not submit payment in accordance with Exhibit B, Section 1.A, then the Account is delinquent.
- G. Contractor shall have an established collection process for delinquent Accounts upon mutual agreement between STP and the Contractor, including but not limited to email notifications when an Account/card has gone delinquent.
- H. Contractor shall notify STP and/or the User Agency before taking any action, such as closing an Account, on any User Agency's delinquent Accounts.
- I. Contractor shall suspend or cancel payment/card Accounts as specified by STP including, but not limited to:
 - 1) Suspending any Account that is delinquent for a period exceeding ninety (90) calendar days from the Billing Cycle close date.
 - 2) Cancelling any Account that is delinquent for a period exceeding one hundred eighty (180) calendar days from the Billing Cycle close date.
 - a) If an Account remains unpaid for more than one hundred eighty (180) calendar days after the Billing Cycle close date, the Contractor may "Charge Off" the outstanding balance and deduct it from STP's rebate.

- b) However, if a User Agency ends up paying the outstanding balance after the "Charge Off" period, then the Contractor shall waive the deduction from STP's rebate any payments received after the "Charge Off" period.

25. DATA CAPTURE CAPABILITIES AT POINT-OF-SALE INFORMATION

- A. Contractor must have the ability to capture and display transaction data as made available from the merchant, as well as overall card program information.
- B. System must capture and display transaction data, including Levels I-III specifications as provided by merchants.
- C. Data Capture capabilities must include variable and flexible data fields.
- D. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method, as required by the User Agency, to automate the exchange of files, reports, and documents, i.e., an Enterprise Resource Planning (ERP) System.

26. TRAINING

- A. Prior to the "Go Live" date of this MSA, the Contractor shall provide comprehensive training to STP and User Agency Program Administrators to ensure a smooth and seamless transition, training schedule, refresher training, new product enhancements, updates on processes and procedures, additional training materials, etc.
- B. Contractor shall provide on-demand and/or pre-recorded training as needed for the following modules, at minimum:
 - 1) Program Administrator enrollment/setup.
 - 2) Card ordering, issuance, and activation.
 - 3) Card administration and maintenance.
 - 4) Account management and reconciliation.
 - 5) Security requirements and Fraud prevention/detection.
 - 6) Creating and using reports.
- C. Contractor shall provide bi-monthly training, at a minimum, for all User Agencies and new participating User Agencies throughout the term of this MSA. Each User Agency may have additional training requirements including, at a minimum:
 - 1) Online web-based training.

- 2) Onsite training.
 - 3) Onsite and/or web-based user group forums and workshops. Custom user reference guides and related materials, including periodic updates and notifications.
- D. Contractor shall provide STP and each User Agency with customized user manuals and job aids related to this MSA at no additional cost to the state. Sufficient job aids or user manuals are to be kept current. For example, if there is a software upgrade, the trainings and job aids shall be updated accordingly. Updates to job aids and user manuals must be proactively communicated to STP.
- E. Contractor's job aids and user manuals shall be professionally developed and should include at minimum: PowerPoints, online videos, newsletters, and other instructional guides (either electronic or print materials), at the request of STP and User Agencies.
- F. Contractor shall provide training on any future technology implemented by the Contractor (e.g., new portals, dashboards, or data repositories).
- G. Contractor shall provide two (2) hours of information security and privacy awareness training annually to STP and to all Contractor staff prior to providing any support under this MSA.
- H. Contractor staff shall complete DGS' Information Security and Privacy Awareness training annually in accordance with SAM section 5305 and 5320, National Institute of Standards and Technology (NIST) Standards and GC section 11549.3. Subjects shall include but are not limited to the following:
- 1) Personal Health Information (PHI)
 - 2) Federal Tax Information (FTI)
 - 3) Health Insurance Portability and Accountability Act (HIPAA)
 - 4) Information security essentials
 - 5) Basic privacy awareness
 - 6) Data protection and destruction
 - 7) Incident reporting
- I. Contractor staff shall complete DGS' Information Security and Privacy Awareness training prior to receiving any working assignment for STP.

- J. Contractor staff shall complete DGS' Information Security and Privacy Awareness training prior to obtaining access to any physical or digital DGS network and information assets.
- K. Contractor shall retain documentation for all staff supporting STP, confirming the completion of two (2) hours of information security and privacy awareness training annually, and provide it to STP upon request within twenty-four (24) hours.

27. CONFIDENTIALITY AND DATA SECURITY

- A. All financial statistical (e.g. transactions, charges, spending volume or repayment terms), personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor, including personnel employed by the Contractor and its Subcontractors, from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the state. All data is owned by the state and may be reported to a designated data aggregation service provider. All data must be securely held and accessible per requirements from the California Public Records Act, GC Title 1, Division 7, Chapter 3.5, Article 1.
- B. Contractor must house all data in the United States of America and data shall only be accessed by employees who reside in the United States of America.
- C. Contractor must not use, sell or distribute state information assets to engage in or solicit the performance of any activity that violates laws, regulations, rules, policies, standards and/or other application requirements issues by the federal government, the State of California, or DGS.
- D. Contractor must require all key personnel to complete security awareness training to ensure the anonymity of information and that access to such information is controlled and restricted to authorized personnel only. Contractor must provide updated certification annually to the DGS-PD Contract Administrator, within thirty (30) calendar days from receipt, throughout the term of this MSA.
- E. Contractor shall maintain a secure environment in compliance with Payment Card Industry (PCI) and Data Security Standards (DSS) requirements.
- F. Contractor shall notify STP of any attempt of a data security breach, or who's unencrypted Personally Identifiable Information (PII), was acquired, or believed to have been acquired, by an unauthorized person. PII includes but is not limited to any representation of information that permits the identity of an individual to

whom the information applies to be inferred by either direct or indirect means. In the event of a breach or threatened breach of confidentiality, the state will pursue all available remedies up to and including termination of the MSA.

- G. Contractor shall fully cooperate with the state's efforts to investigate any incident and provide notice to STP, the individual(s) whose data was involved, and to others as required by law or deemed appropriate by the state. STP will not request security access into the Contractor's online system but will instead investigate with Contractor's support and by using their user access to the system.
- H. Contractor shall identify and repair software bugs or other security gaps that may expose state data to risk of unauthorized access or use.
- I. Contractor shall create, publish, maintain, and deploy disaster recovery and business continuity plans.
- J. Contractor agrees that the state or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this MSA.
- K. Contractor agrees to maintain such records for audit purposes, for a minimum of seven (7) years after final payment, unless a longer period of records retention is stipulated.

28. MARKETING

- A. In cooperation with STP, the Contractor shall co-develop and help implement marketing campaigns and business development plans to bring on new User Agencies to STP, STP will have final approval, including but not limited to:
 - 1) Obtaining contact data for key decision makers annually, at a minimum, to market STP services to non-participating public California agencies.
 - 2) Providing marketing materials, brochures and flyers, and tradeshow collateral with STP-related program highlights.
 - 3) Creating and updating virtual marketing collateral, videos, and presentations on behalf of STP.
 - 4) Creating and updating demo videos with STP-related program highlights.
 - 5) Facilitating and attending cooperative seminars, workshops, conferences, and individual meetings requiring travel within California with STP and STP-contracted vendors presenting the benefits of STP to potential new User Agencies.

- B. Contractor shall not market STP or its services independently from STP without explicit written permission from STP.
- C. Contractor shall notify STP any time there is an opportunity to market to a potentially eligible new User Agency.

29. NEWS RELEASE

- A. Contractor shall not conduct media or independent interviews related to on-going business related to the contract without STP receiving seventy-two (72) hours' written notice and consenting to the language.

30. HEALTH AND SAFETY

- A. Contractor and all Subcontractors shall abide by all applicable health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by DGS, and worksite specific mandates, to the extent that a governing body has jurisdiction over the workplace. If multiple mandates exist, the Contractor and Subcontractors shall abide by the most restrictive mandate.
- B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon at least seven (7) days' written notice.

31. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

- A. Contractor's online systems shall be designed and implemented to comply with all applicable technical and functional performance criteria, as required by state and federal law, mandated by state policy, and determined by, including but not limited to the following:
 - 1) Government Code (GC) Section 11135 prohibits discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, under any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
 - 2) GC Section 7405(a) requires, "In order to improve accessibility of existing technology, and therefore increase the successful employment of individuals with disabilities, particularly blind and visually impaired and deaf and hard-of-hearing persons, state government entities, in

- developing, procuring, maintaining, or using electronic or information technology, either indirectly or through the use of state funds by other entities, shall comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations". The Revised 508 Standards incorporate by reference the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria and apply the WCAG 2.0 Level AA success criteria and conformance requirements to both web and non-web electronic content.
- 3) GC Section 7405(b) requires, "Any entity that contracts with a state or local entity subject to Section 11135 for the provision of electronic or information technology or for the provision of related services shall agree to respond to, and resolve any complaint regarding accessibility of, its products or services that is brought to the attention of the entity".
 - 4) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.) prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities; therefore, web-based applications and other electronic and information technology must comply with the accessibility standards of the WCAG 2.0 Level AA.
 - 5) Section 4833 of the State Administrative Manual directs, "Agencies/state entities, as well as any contractors working for them, are responsible for ensuring that their Agency/state entity public web sites are accessible to both the general public and that their internal Agency/state entity electronic and IT systems are accessible by state employees, including persons with disabilities".
- B. Upon delivery and prior to each subsequent release, the Contractor shall ensure that the online systems comply with all applicable technical and functional performance criteria, as required by Exhibit A, Section 31.A above. Upon written request, Contractor shall provide STP certification of such compliance.
 - C. Contractor shall include accessibility testing in the Software Development Life Cycle (SDLC) for all releases and certify, in its release notes, that the release complies with the accessibility standards specified in Section 31.A above.
 - D. Contractor shall, for each product release, conduct a regression test for conformance to accessibility standards specified in 31.A above.

- E. Contractor shall conduct required accessibility testing using commonly available assistive technology products, including but not limited to, screen reading software, screen magnification software, braille displays, and speech recognition software. If testing of any assistive technology fails on the launch of a new release or software already in production, Contractor must notify STP in writing within five (5) business days of the failed test.
- F. Contractor shall incorporate new and updated accessibility standards as required by state and federal law, mandated by state policy, and determined by customer agencies, in compliance with GC Sections 7405 and 11135, and WCAG 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criterion.
- G. All electronic documentation, training and instructional materials, and authentication functionality must also meet the applicable accessibility standards specified in Section 31.A above.
- H. Contractor shall ensure, through design and implementation of accessibility features as required by Section 508 of the Federal Rehabilitation Act of 1973 and specified in Web Content Accessibility Guidelines (WCAG) 2.x, that employees with disabilities experience comparable access to the system as is provided to employees without disabilities. Employees with disabilities must be able to independently acquire the same information as individuals who do not have disabilities.

32. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the state determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this MSA. The state shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the state.

33. END OF MSA TRANSITION

- A. Contractor agrees that at the expiration of this MSA, should the state conduct another procurement and award a new MSA, the Contractor will work with STP

to ensure that an efficient and effective transition takes place within nine (9) months.

- B. Contractor is required to develop and maintain a transition plan, subject to the approval of STP, that shall provide information on the Contractor's strategy for transitioning User Agencies to a potential new Contractor, ensuring that an efficient and effective transition takes place.
 - 1) The transition plan is to include, at a minimum, the following information to address how the Contractor will onboard User Agencies off the current Agreement to the new Agreement.
 - a) The anticipated timeframe for conversion of new and/or existing Card Applications.
- C. Contractor shall provide a dedicated Account Manager who will be the primary point of contact to address issues during rollout and beyond.
- D. Contractors shall cooperate fully if for any reason there is a change in Contractor due to contract termination or expiration.
- E. Contractors shall, upon written notice, furnish phase-in, phase-out services for up to sixty (60) days prior to the expiration of this MSA. Contractor shall provide sufficient, experienced staff during the phase-in, phase-out period to ensure that there is no reduction in the quality of services provided under this MSA.
- F. Contractor agrees that all charge activity under this MSA shall be completed on or before the expiration date of this MSA.
- G. Contractor agrees that if an Account reconciliation occurs after the expiration date or if this MSA is terminated, the Contractor agrees to work with STP to resolve all credit transactions.
- H. Contractor agrees that at the expiration of this MSA, the Contractor must cancel all outstanding cards with future expiration dates.
- I. Contractor agrees to provide customer and Account close-out support after expiration or termination of this MSA.
- J. Contractor agrees, that at the end of the phase-out period or at the termination of this MSA, to destroy all state data in its possession.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENTS

- A. The full amount of each User Agency's monthly balance or Billing Cycle balance, except for reported Fraud or Disputed Items, will be made in accordance with the Prompt Payment Act. Refer to Exhibit B, Section 3.
- B. User Agencies will be financially responsible to the Contractor for Centrally Billed Accounts issued directly to the User Agency.
- C. Contractor shall establish an overnight/rush delivery address/payment process separate from the regular remittance address.
- D. Individually Billed, Individual Liability Accounts are issued based on the individual's credit and will be the sole responsibility of the individual employee for all charges incurred.
- E. Government Code Section 927 for prompt payment does not apply to Individually Billed, Individual Liability cards issued directly to the individual. The full amount of the Individual Liability Account monthly balance for each Billing Cycle, except for reported Fraud or Disputed Items, will be made within thirty (30) days of receipt of the statement. Late payment fees will be assessed in accordance with Exhibit B, Section 5.C.

2. INVOICING/STATEMENT

- A. The User Agency will pay the Contractor, upon receipt and approval of invoices/Statements for actual expenditures incurred. The DGS is not responsible for and does not accept payment liability of individual Cardholders or User Agencies.
- B. The Cardholder will notify Contractor of any Disputed Item on a submitted invoice in accordance with this Agreement and the Card Network operating rules and regulations. User Agency shall notify Contractor of all disputes regarding Charges or billings for the Program within sixty (60) days of the Statement date, identifying the specific items and the basis for such dispute.
- C. Invoices/Statements will be made available monthly to each User Agency. The invoice/Statement shall include, at minimum:
 - 1) Authorized User Agency's name
 - 2) Date of Statement

- 3) Time period covered by the invoice/Statement
- 4) Clearly identify the financial institution and remittance address
- 5) At minimum, the last four digits of the Account number
- 6) All deposits and withdrawal transactions
- 7) All purchase and sale transactions
- 8) The ending Account balance
- 9) Any applicable chargeback and adjustment (including credits)
- 10) Contact information for billing inquiries such as a telephone number, fax number and address

3. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. CONTRACTOR OVERPAYMENTS

- A. If an overpayment has been made to the Contractor, the User Agency will seek recovery immediately upon discovery of the overpayment by (a) requesting a refund of the overpayment amount, or (b) the Contractor will reflect the amount of the excess as a credit against future charges on the subject Account. Contractor shall provide requested refunds within thirty (30) calendar days from the date of notice.

5. FEES

- A. Contractor shall not charge any fees, except for Foreign Transaction Fee and Individually Billed, Individual Liability Account Late Payment Fee listed on Exhibit B.1, Rebates/Incentives Sheet.
- B. Foreign Transaction Fee:
 - 1) If an Account is used for purchases in a country other than the United States, the statement shall reflect the conversion of transactions into US Dollars that occurred in a different currency.
 - 2) If an Account is used for Charges in a currency other than the billing currency, the amount shown on the Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Charge converted, in each case at the applicable exchange rate to the billing

currency from the currency in which the Charge was made and (ii) the "Foreign Transaction Fee" on such amount as set forth in Exhibit B.1.

C. Individually Billed, Individual Liability Accounts Late Payment Fees:

- 1) Individually Billed, Individual Liability Accounts are considered delinquent at sixty (60) calendar days past the due date. An individual liability late payment fee will be accessed on the outstanding balance if payment is not received by day sixty (60).

EXHIBIT B.1 – REBATES/INCENTIVES SHEET

1. Revenue Share Total Spend Incentive

Total Annual Spend Volume	Basis Points (BP)
Under \$50,000,000.00	157
\$50,000,001.00 - \$100,000,000.00	162
\$100,000,001.00 - \$150,000,000.00	170
\$150,000,001.00 - \$200,000,000.00	172
\$200,000,001.00 - \$250,000,000.00	174
\$250,000,001.00 - \$300,000,000.00	175
Over \$300,000,000.00	176

2. Prompt Payment Incentive Share

Client Held Days	Basis Points (BP)
45	0
44	1
43	2
42	3
41	4
40	5
39	6
38	7
37	8
36	9
35	10
34	11
33	12
32	13
31	14
30	15
29	16
28	17
27	18
26	19
25	20
24	21
23	22
22	23

Client Held Days	Basis Points (BP)
21	24
20	25
19	26
18	27
17	28
16	29
15	30
14	31
13	32
12	33
11	34
10	35
9	36
8	37
7	38
6	39
5	40
4	41
3	42
2	43
1	44
0	45

3. Additional Fee Types

Fee Type	Percentage Rate
A. Foreign Transaction Fee (Exhibit B, Section 5.B)	1%
B. Individually Billed, Individual Liability Account, Late Payment Fee (Exhibit B, Section 5.C)	2.5%

EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC 04/2017)

This document can be accessed at the [Office of Legal Services](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language) website
(<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>)

EXHIBIT D – INSURANCE REQUIREMENTS

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- A. Coverage Term – Coverage needs to be in force for the complete term of the MSA. If insurance expires during the term of the MSA, a new certificate must be received by the DGS-PD at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the MSA.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the DGS-PD within five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the DGS-PD may, in addition to any other remedies it may have, terminate this MSA upon the occurrence of such event, subject to the provisions of this MSA.
- C. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause – Any required General Liability or Automobile Liability insurance contained in this MSA shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A- or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the MSA.
- H. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.
- I. Subcontractors - In the case of Contractor utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

2. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined with a two million dollars (\$2,000,000) annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the MSA.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- B. Automobile Liability – By signing this MSA, the Contractor certifies that the Contractor and any employees, Subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the MSA. Employer's liability limits of one million dollars (\$1,000,000) are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.

- D. Cyber Liability insurance - Contractor shall maintain Cyber Liability with limits of not less than one million dollars (\$1,000,000) covering claims involving notification costs, privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion, and network security.

- E. Certificate of Insurance

The Certificate(s) of Insurance will provide the above listed coverages and

endorsements and the Certificate Holder will read:

Department of General Services
Office of Fleet and Asset Management
1700 National Drive
Sacramento, CA 95834

EXHIBIT E – ADDITIONAL PROVISIONS

1. CREDIT PROVISIONS

A. Financial Information

- 1) State Agencies:
The state of California will be credit qualified as a single entity upon execution of the MSA. Individual state agencies will not be required to credit qualify on their own.
- 2) Local Agencies:
Local agencies shall provide its fiscal year-end financial statements as soon as available, but not later than 120 days following the end of User Agency's fiscal year. User Agency shall provide additional information, upon request by Contractor, regarding the business, operations, affairs, and financial condition of User Agency, including reviews or audits of fiscal year-end financials performed by certified public accountants and User Agency prepared quarterly financial statements. If satisfactory financial information can be found on a website, Contractor will not require the User Agency to provide financial information that Contractor can obtain on its own.
- 3) Individual Liability Cards are based on individual's credit and are independently qualified. Individuals will provide information as required by the Contractor.

B. Credit Controls

Contractor, at its sole discretion may revise any credit limits or controls associated with a card program. Contractor will provide contemporaneous notice to User Agency and STP of any decrease in a program level credit limit. User Agency shall make a payment to Contractor in accordance with Exhibit B sufficient to reduce the Obligations to an amount equal to or less than the revised credit limit.

2. PRODUCTS

A. Account Liability

1) Mandatory Notification

User Agency shall immediately notify Contractor of any (i) termination of employment or contractor status of any Cardholder from the Program and (ii) any actual or suspected lost, stolen, or compromised Account. User Agency shall take all necessary action through the available on-line tools under the MSA to terminate the Accounts of any party that would not qualify for the issuance of an Account as set forth in Exhibit A, Section 15.I. Failure to provide timely notification, in accordance with this section, may result in the liability of User Agency or Cardholder to pay for transactions. Neither User

Agency nor Cardholder will be held liable for fraudulent charges that are promptly reported to U.S. Bank Customer Service, or any fraudulent charge fees related to promptly reported lost or stolen cards.

2) Trailing Transactions

Upon cancellation of an Account, or termination of a User Agency Agreement, User Agency shall cancel the billing of all recurring transactions to an Account.

3) Merchant Category Codes

Contractor is not liable for Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant.

3. CONFIDENTIALITY

A. U.S. Bank Confidential Information

U.S. Bank, STP, and User Agency agree that the TPS Program is a unique service involving the exchange of proprietary and/or confidential information between the parties. User Agency agrees that the TPS Program reports, manuals, documentation, and related materials shall be circulated as necessary for STP and User Agency to manage the TPS Program and/or use such information in connection with User Agency's business. Notwithstanding the foregoing, such records may be subject to disclosure in accordance with the State of California or User Agency public records laws. Additionally, DGS may post certain materials on the STP public website in collaboration with Contractor to the extent necessary to manage the TPS Program.

B. User Agency Confidential Information

U.S. Bank and User Agency agree that any non-public financial information of User Agency and any non-public data regarding User Agency Accounts, transactions, charges, spending volume or repayment terms is confidential information of User Agency and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the TPS Program.

C. Contractor Exceptions

Contractor may (i) use and disclose User Agency's confidential information to the extent necessary to maintain compliance with Card Network operating rules and regulations; or (ii) use and disclose non-identifying data to any entity or third party to the extent that such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to User Agency, its affiliates, or Cardholders; or (iii) use and disclose confidential information as required by law.

D. Third Parties

Portions of User Agency's Account and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service

providers, merchants, and merchant processors during the course of normal business operations. All such third parties shall not be considered an agent of Contractor for purposes of this Exhibit E, Section 3.

E. Disposition of Confidential Information

U.S. Bank, STP and User Agency are entitled to retain confidential information for archival purposes as required in accordance with applicable law, rule, or regulations.

4. DEFAULT

A. Contractor has the right to send the User Agency a written notice specifying a default in the following sections 1-2 and providing the User Agency an opportunity to cure the breach within a period of time no less than 30 calendar days ("Cure Period"). If the breach is not cured within the Cure Period as stated in the notice, then Contractor has the right to terminate any card product and/or ancillary service provided to a User Agency, or terminate the User Agency's User Agreement in its entirety, by written notice to the User Agency.

- 1) Material breach of any term or condition by User Agency.
- 2) Violations of economic sanctions laws, anti-money laundering laws, and trade restrictions.

B. Contractor has the right to terminate a User Agency's User Agreement, in its entirety and effective immediately if any of the following events occur:

- 1) Dissolution or liquidation of the User Agency; or
- 2) Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of the User Agency, or the User Agency enters into any other similar proceeding or arrangement for the general benefit of its creditors.

C. Upon termination, all applicable cards, accounts, and/or related services shall be deemed canceled upon a stated termination date as referenced in the termination notification. Upon termination, User Agency shall instruct all Cardholders to destroy their cards and/or any records of account numbers and Contractor shall terminate all applicable services thereunder upon a stated termination date. User Agency shall remain liable for all debts arising from the use of a card and/or account prior to the termination date.

D. Any delay or failure on the part of Contractor to take action upon the occurrence of a User Agency default shall not constitute a course of dealing on the part of Contractor, shall not constitute a waiver of such User Agency default or prevent Contractor from taking action on such User Agency default or any other User Agency default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in Exhibit E, Section 1 (including requiring

security or prefunding) are independent rights and are not dependent upon the existence of a User Agency default.

5. SURVIVAL

Any provision of the MSA that expressly or by implication is intended to come into or continue in force on or after termination of the MSA shall survive termination and shall remain in full force and effect.

6. INTELLECTUAL PROPERTY

A. Intellectual Property

DGS, User Agency, and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. DGS, User Agency, and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.

B. Use License

1) License Grant

Subject to User Agency's compliance with this Exhibit E, Section 6, Contractor grants User Agency a non-exclusive, non-transferrable license to use and access Accounts on Contractor's or Contractor's third-party licensor's software.

2) Ownership

Contractor, or its third-party licensors, retains all rights, title, and ownership of the Accounts (but not the Account data) and software, any documentation provided with the Accounts or software, and any works derived from the software or Contractor or its third-party licensors' Intellectual Property. Contractor asserts that the software is protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any property rights not granted in this Exhibit E, Section 6 are reserved by Contractor or its third-party licensors.

3) Updates

Contractor or its third-party licensors may, from time to time, provide updates of the software. The updates replace the software initially licensed to User Agency, and do not constitute an additional license to use the software. Contractor is required to comply with Exhibit A, Section 31 for updates.

4) Restrictions

Neither STP nor User Agency may (i) reverse engineer, decompile, or disassemble the software, or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii)

transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access except as provided by Contractor; (iv) disclose part or all of the software to any third parties except as explicitly authorized by Contractor; (v) use all or part of the software to advise, consult, or otherwise assist any third parties except as explicitly authorized by Contractor; and (vi) otherwise use the software in any manner that would compete in any way with Contractor's business.

7. REPRESENTATIONS AND WARRANTIES

A. User Agency Representations and Warranties

User Agency represents and warrants, at all times during the MSA, that:

- 1) User Agency shall use Accounts, and shall instruct its Cardholders to use Accounts, solely for User Agency's or User Agency's business purposes;
- 2) The material information provided by User Agency or User Agency to Contractor is true, complete, and accurate; and
- 3) The consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of the MSA, or if any such third-party consent or approval is required, User Agency has obtained any and all such consents or approvals.

B. Transactional Messages

As it relates to Transactional Messages referred to in this clause, User Agency represents that it has received any and all necessary consents from Cardholders prior to providing Contractor with any Cardholder PII for Centrally Billed Accounts. All communication and notifications regarding Centrally Billed Accounts shall be directed to the User Agency Program Administrator. Contractor or its third-party service provider may desire to send communications, including autodialed, pre-recorded or artificial voice messages, SMS text messages, and/or other electronic messages to Cardholders related to servicing User Agency's Accounts. Examples of such communications include reminding Cardholders that a payment has not been received by Contractor, or to provide other information related to the Cardholder's Account such as potential or actual fraud, identity theft, data security alerts or other transactional messages (collectively, "**Transactional Messages**"). Upon Individual Cardholder requesting an Account or anytime thereafter, Contractor may seek consent from Individual Billed Cardholder to receive Transactional Messages from Contractor or its third-party service provider to the telephone number(s) (landline or wireless) or email addresses provided by User Agency or such Cardholder to Contractor in connection with establishing the Account for the Cardholder, whether or not such messages result in charges imposed by a communications provider.

- C. Except as expressly provided herein, Contractor makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to User Agency or to any other person or third party, with respect to the Program provided by Contractor or its representatives, or with respect to Contractor's Account management software made available by Contractor to User Agency or any other person for its use, in connection with the MSA and any services thereunder.

8. MISCELLANEOUS PROVISIONS

A. Compliance with Applicable Statutes and Regulations

Contractor will maintain compliance with all statutes and regulations applicable to the products and services contemplated under the Agreement, including all applicable economic sanctions laws, anti-money laundering laws, and trade restrictions, and U.S. Bank's policies related thereto. U.S. Bank may require identification information for User Agency and Cardholders. User Agency and Cardholders shall promptly provide any such required identification information to U.S. Bank.

B. Additional Regulations

User Agency shall comply with, and shall cause its User Agencies, and Cardholders to comply with the following regulations and terms and conditions to the extent applicable to the Program or the products and services provided pursuant to the MSA:

1) Clearing House Operating Regulations

Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules operating rules and guidelines, or any related or successor operating rules.

2) Card Network Operating Regulations

Card Network operating rules and regulations; and

3) Additional Terms

Each Cardholder may receive a Cardholder Agreement and/or an Individual Cardmember Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement and/or an Individual Cardmember Agreement.

User Agencies and/or Cardholders access and use of Contractor's online system may be subject to Access® Online Terms of Use (TOU) terms and conditions of the applicable "click-through" agreement.

However, User Agency and Cardholder shall not be bound by any “click-through” terms and conditions or Cardholder Agreement and/or an Individual Cardmember Agreement terms that provide for (i) the amendment of such agreement without written consent of both parties, (ii) the indemnification of any party; (iii) the governing law or venue requirements, (iv) the waiver of any applicable statute of limitations period, (v) that incorporate any terms or conditions by reference, (vi) any term or condition that conflicts with the terms and conditions of this MSA, (vii) fees, or (viii) liability. The MSA terms and conditions shall prevail and govern in the case of a conflict or inconsistencies between the Access® Online Terms of Use (TOU), Cardholder Agreement, and/or an Individual Cardmember Agreement and the MSA.

Contractor may amend the Access® Online Terms of Use (TOU), Cardholder Agreement and/or an Individual Cardmember Agreement from time to time. Notice of any change will be provided to the STP and User Agency Program Administrator.

C. No Third-Party Beneficiaries or Claims

Except as stated in the MSA, with reference to any successors or assigns, any services provided pursuant to the MSA are for the sole and exclusive benefit of User Agency. No provision of the MSA is intended to be a third-party beneficiary contract or to create or vest any third-party beneficiary rights, interests, or privileges in favor of any entity other than Contractor and its affiliates and User Agency.

D. Cumulative Remedies

Except as expressly provided elsewhere in the MSA, each party's rights and remedies under the MSA are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

E. Force Majeure and Excusable Delay

- 1) Contractor is not responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or internet service interruptions or other acts or causes reasonably beyond the control of that party. In the event of a force majeure event Contractor will (i) implement its applicable disaster recovery plan to the extent appropriate and practicable; (ii) give the User Agency and STP prompt notice of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to User Agency and STP regarding its efforts to re-commence performance, until performance has re-commenced in accordance with the MSA.

- 2) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the MSA arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
 - Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

F. No Waiver

No failure or delay by either party to exercise any right, power, or privilege provided under the MSA or by applicable law, will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, or privilege preclude any future exercise of any other right, power, or privilege.

EXHIBIT F – DEFINITIONS

DEFINITIONS - The following definitions will be used for this MSA:

Account: Any Account established by Contractor to this MSA in the name of the User Agency and or Cardholders to which debt is charged regardless of whether or not a card is issued in conjunction of such Account.

Ad Hoc Reporting: Provides the ability, at a minimum, to access all data elements of the participating User Agencies or Cardholders and transaction records and create a report in html, Excel, PDF and text (ASCII) formats as defined by STP or participating User Agency. The standard commercial practice of creating reports, invoices, and services to meet unique needs of a specific customer.

Annual Total Spend: The annual combined total charges of all centrally billed and individual Accounts, less refunds.

Basis Point (BP): A unit that is equal to 1/100th of 1%.

Billing Cycle: The length of time between the last statement closing date and the next. At the end of a Billing Cycle, transactions from the billing period and previous balances are added together to determine the statement balance.

Card: A plastic card, issued to an individual or the User Agency, with an underlying Account that is used for making payments.

Cardholder: An individual or department issued a card at the request of the User Agency or STP. The Cardholder holds the primary responsibility for proper usage of the card.

Card Application: An online application which allows the Program Administrator and Cardholder to pre-fill forms that facilitates the input and upload of Cardholder data to request the issuance of a card.

Card Network: As applicable, one of the following Card Networks whose marks are contained on the cards issued under the MSA: Visa U.S.A. Inc. and Visa International, Inc., MasterCard International Incorporated or such other national card network with respect to which Contractor becomes an issuer during the term of the MSA.

Centrally Billed Account: A User Agency billed / User Agency paid card/card-less Account where payments are made directly to the Contractor.

Chargeback: A refund or reversal of charge, made by a credit card company, to a Cardholder after the Cardholder successfully disputes an item on their credit card statement.

Charge: Any transaction posted to an Account that has a debit value.

Charge Off: Debt deemed uncollectable by the Contractor and is subsequently charged/written off. Charge Offs can be deducted from the Total Spend Incentive to STP.

Client Held Days Payment Performance: The weighted average File Turn Days during the applicable Rebate Period less 15 days.

Credit Losses: Charge amounts not paid by User Agencies within one-hundred eighty (180) days of statement issuance and Charge Off by Contractor, i.e., non-payment due to legal reasons such as bankruptcy or death, delayed payment charges, non-responsive Cardholder, etc. Credit Losses can be deducted from the Revenue Share Incentive to STP.

Customized Reporting: Provides the ability for STP, the contract administrator, at a minimum, to access all data elements of the participating User Agencies or Cardholders and transaction records and create a report in html, Excel, and text (ASCII) formats as defined by STP or participating User Agency. The standard commercial practice of creating reports, invoices, and services to meet unique needs of a specific customer. Also known as Ad Hoc Reporting.

Data Capture: Level of detail that a merchant passes to the credit card processing network.

- A. Level I – Standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date charge/credit was processed by the Contractor, Contractor processing/transaction reference number for each charge/credit, and other data elements as defined by the Associations or similar entity.
- B. Level II – In addition to Level I data, includes transaction amount, date, tax amount, customer code, merchant postal code, tax identification, merchant minority code and merchant state code. And may include additional data regarding sales tax, customer code, purchase order number, invoice number captured at the point of sale. In most cases, this information is combined with the merchant's Tax ID number, state, and postal code data and is then passed through during settlement.
- C. Level III – Full line-item detail. The data fields required for Level III include those from Level II in addition to other fields, such as traveler's name, vendor, ticket number, invoice date, UNSPC code, product code, item cost, description, quantities, unit of measure, product codes, product descriptions, ship to/from zip codes, freight and duty amounts, order date, discount amount, order number, item extended amount, item tax identification and amount.

Direct Billed Account: See Centrally Billed Account.

Disputed Item: Refers to charges where validity is being questioned or challenged by the User Agency.

File Turn Days: The number of days from the date Contractor funds a Charge to the date of payment, inclusive of the beginning and ending dates.

Foreign Transaction Fee: Fee charged when an Account is used for purchases in a country other than the United States.

Fraud: Any act of corruption or attempt to cheat the State or its agents, including but not limited to, the use of government charge cards to transact business that is not sanctioned or authorized, not in one's official government capacity, not for the purpose for which the card was issued, or not as part of official government business.

Go Live Date: Date, identified by STP, when User Agencies may charge travel and travel-related expenses to payment Accounts under this MSA.

Hierarchy: The organizational structure of the charge card program within the agency/organization which is composed of multiple Account levels from the Cardholder to the top level of the agency/organization, to delineate multiple Account levels, naming conventions, and authorization roles.

Individually Billed, Individual Liability Late Payment Fee: Fee charged to Individual Cardholder for delinquent payment.

Intellectual Property: Any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

Intellectual Property Rights: See Intellectual Property.

Local Agency: Local government agencies are defined in Public Contract Code Section 10298 (a) (b) and 10299 (b). This includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products.

Merchant Category Code (MCC): A four-digit code that identifies and classifies goods or services offered by a merchant. The code controls where purchases are allowable. The merchant designates their MCC with the applicable bank/association.

Obligations: All Charges, fees, and other activity posted to an Account.

Past Due: In respect to the statement the total amount of any debt which remains unpaid by participating agency and or Cardholder after the due date specified on the statement.

Personally Identifiable Information (PII): Information that: (i) directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification (these data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors).

Program: The charge card services and systems attached thereto as provided by Contractor.

Program Administrator: The lead representative of a User Agency who coordinates, directs, manages, and oversees the travel payment Account related business for their department, is assigned access and authorized use of the Contractor's online Account and data management system, and is a contact between STP, Cardholders and the Contractor. The Program Administrator serves as the focal point for overall Account management, establishing and maintaining Accounts, monitoring usage guidelines, and issuance and destruction of cards. User Agencies may have more than one (1) Program Administrator within their organization.

Rebate Period: Each 12-month period, with the first period beginning on the "Go-Live" date of the MSA.

State Agency: Any State of California governmental agency, department, bureau, board or commission within the Executive, Judicial, and Legislative Branches of California State Government.

Statement: An official document of all periodic transactions (debits and credits) posted during the Billing Cycle and sent to the Cardholder, usually electronically.

Subcontractor: A person or entity that has been contracted by the Contractor to expressly perform part of the work or services solely for the existing contract entered between the Contractor and DGS.

Unauthorized Use: The use of an Account or card by a person, other than the Cardholder, who does not have actual or implied authority for such use, and from which the Cardholder receives no benefit.

User Agency / User Agencies: Executive and Non-Executive Branch agencies eligible to participate under this MSA.

User Agency Agreement: An agreement in form and substance acceptable to Contractor pursuant to which a User Agency has access to the Program.

Virtual Accounts: A Centrally Billed Account that acts as the unique identifier for both the booking and billing of travel that may be used during a limited time period, for a limited specific or not to exceed amount or a specific vendor.

Virtual Card (VC): A unique 16-digit card number, expiration date and security code associated with a VC Account that can be used for Cardholder-not-present transactions.

Visa Preferred Partner: A merchant identified by Visa as participating in the Visa Direct Preferred Partner Program whereby merchants have the market power to dictate a lower interchange with Visa.



August 2023

State of California Travel Card Program

Program Member Agreement

U.S. Bank Participating Entity Onboarding/Kickoff Meeting

Step-by-step guide to applying for the U.S. Bank Travel Card

Leslie Massey, Vice President

Public Sector & Higher Education

Corporate Payment Systems



Agenda

- Introductions
- U.S. Bank Digital Onboarding Tool
- Implementation Scope/Timeline
- Access Online
- Training
- Q & A

U.S. Bank Digital Onboarding Tool

What to expect

- An experience tailored for California participants.
- Ability to complete the application in 30 minutes or less.
- Real-time system validation as information is entered.
- Email reminders until application is submitted.
- Email confirmation once application is submitted.
- Email notification upon application approval.

Preparing to apply

Have the following info available before getting started:



Business Overview

- Legal business name
- Main business address
- Country of main business operations
- State where business was formed
- Date entity was formed (enter current date MM/YYYY)
- Industry type
- Involved in hemp growing industry (Y/N)
- Involved in money services businesses (Y/N)



Business Structure

- Federal tax ID
- Legal structure (Government)
- Official custodian of public funds
- Established under an interstate compact? (Y/N)
- Political subdivision? Examples of political subdivisions include municipalities, counties and sanitation. (Y/N)
- Department or agency of a federal, state or political subdivision? (Y/N)



Financial Info

- Dun & Bradstreet
- Estimated or projected annual sales revenue (or annual budget)
- Expected annual spend on this program



Verify & Submit

- Attest to the accuracy of the submission
- Review the California Program Member Agreement
- Identify signer of Program Member Agreement (can be the account opener or the account opener can invite the appropriate signer into the application)
- Upon signing and successful submission, a confirmation email will be sent to the account opener and authorized signer
- Account opener and authorized signer can download the application data and the Program Member Agreement

We're here to help!



Contact Nhan Cao with the State of California STP with questions regarding:

- The State Travel Program
- Other transition or implementation questions

Nhan Cao - Direct: (279) 946-8515

Nhan.cao@dgs.ca.gov

or

the general email account for the state at:

statewidetravelprogram@dgs.ca.gov

Contact U.S. Bank Onboarding Advisors with questions regarding:

- Logging in
- Navigating the app
- General onboarding support

Call us at 866-930-2415

Email us at apply.paymentsolutions@usbank.com

Getting started

- Each participant will receive an Invite to Apply containing a user ID.
- A temporary password is sent in a secondary email.
- Upon initial login, a new password must be set. Use this new password going forward.

us bank

Here's the application you asked for.

Thanks for choosing U.S. Bank for your One Card program. Let's get started with your application.

- **Your business:** State of California
- **Your username:** barry@test.com
- **Your password:** To keep your info secure, we sent your password in a second email.

As a reminder, we'll temporarily save your work as you go. However, we won't make a decision on your line of credit until you submit your application at the end.

[Start my application](#)

By starting an application, you agree to receiving emails about your application at this address.

Who can complete the application?

To protect you and your business, we have guidelines around who can sign and submit this application. You must be authorized to complete the application on behalf of the business.

To sign and submit this application, you must be an executive officer or senior manager at your business. If that isn't you, you can invite an authorized signer to submit the application.

Questions?

After you submit your application, we'll follow up by email within two business days. Need help with your application? Send us an email at apply.paymentsolutions@usbank.com. Or call [866-930-2415](tel:866-930-2415).

us bank

ACCOUNT LOGIN

Log in to work on your U.S. Bank One Card application.

Username

Password

[Login](#)

Need help logging in?

If this is your first time logging in, you should have received your username and password in separate emails.

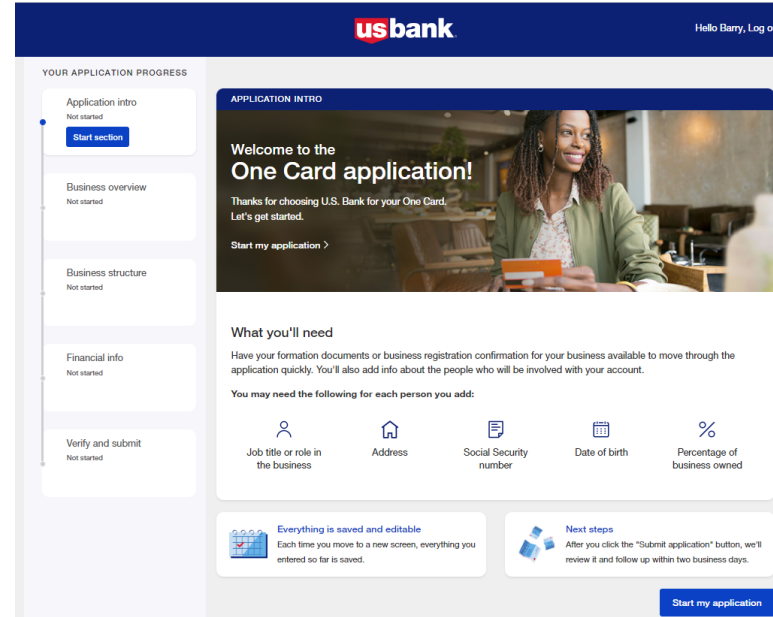
[Forgot your password?](#)

[Need more help?](#)

Send us a note - apply.paymentsolutions@usbank.com, or call [866-930-2415](tel:866-930-2415).

Navigating your app

- The left-hand progress tracker will indicate where you are in the application and status of a section.
- At the end of each section, a review and confirm screen is presented before proceeding to the next section.
- Everything is saved as you move from one screen to another.



usbank Hello Barry, Log out

YOUR APPLICATION PROGRESS

- Application intro
Not started
[Start section](#)
- Business overview
Not started
- Business structure
Not started
- Financial info
Not started
- Verify and submit
Not started

APPLICATION INTRO

Welcome to the **One Card application!**

Thanks for choosing U.S. Bank for your One Card. Let's get started.

[Start my application >](#)

What you'll need

Have your formation documents or business registration confirmation for your business available to move through the application quickly. You'll also add info about the people who will be involved with your account.

You may need the following for each person you add:

- Job title or role in the business
- Address
- Social Security number
- Date of birth
- Percentage of business owned

Everything is saved and editable
Each time you move to a new screen, everything you entered so far is saved.

Next steps
After you click the "Submit application" button, we'll review it and follow up within two business days.

[Start my application](#)

Review and confirm

Please review what you've entered. You'll have another chance to review this before you submit the application.

Business overview

LEGAL BUSINESS NAME
State of California

MAIN BUSINESS ADDRESS
200 Vesey St
New York, NY 10281

COUNTRY OF MAIN BUSINESS OPERATIONS
United States of America

STATE WHERE BUSINESS WAS FORMED
California

MONTH AND YEAR BUSINESS STARTED
Aug. 2022

Inviting collaborators

- You can easily assign the following collaborator roles to ensure the right people from your organization are involved.
 - Account Opener – Responsible for completing and acknowledging the accuracy of the application.
 - Authorized Signer – Responsible for signing the agreement.

< Back

APPLICATION INTRO

Collaborators

Before we begin, you'll need to assign the collaborators who will be involved with your application. You can assign yourself or others on your team. As a heads up, we'll send log in credentials to each person you assign so they can complete their roles.

ROLES

Account Opener: CA TEST Responsible for completing the application form.	Edit info
Authorized Signer: CA TEST Responsible for signing and submitting the application.	Edit info

[Save and continue](#)

Inviting the authorized signer

- Select “Somebody not on this list” to indicate who is authorized to sign.
- Provide the demographic info as indicated.
- On the next screen, you will be prompted to provide the authorized signer’s email address.
- Press “Invite the authorized signer” and an email will be generated to the signer guiding them to view and sign the terms and conditions.

VERIFY AND SUBMIT

Who's legally authorized to sign on behalf of your business?

The person who signs and submits this application must be an executive officer or senior manager at your business. They must be authorized to complete the application on behalf of the business. And they must have the proper authority to bind the company to the terms and conditions.

Legal first name	Legal middle name (or initial, if applicable)
Legal last name	Job title or role in the business
Street address	Unit / Suite / Mail Stop <small>Optional</small>
City	State or Province <input type="button" value="v"/> ZIP or postal code
Country <input type="button" value="v"/>	

Is this a residential or business address?

Residential
 Business

Date of birth
mm/dd/yyyy

A few legal details

- We will communicate with you via email regarding this application.
- We will ask for identifying information for those involved in your account.
- We will not review any data or make a decision on your application until you have submitted.
- You have 30 days to submit your application after you've been invited.

The screenshot shows the US Bank application progress page. The top navigation bar includes the US Bank logo and a user greeting 'Hello Barry, Log out'. The main heading is 'YOUR APPLICATION PROGRESS' with a 'Back' link. A progress bar on the left lists five steps: 'Application intro' (In progress, with a 'Continue section' button), 'Business overview' (Not started), 'Business structure' (Not started), 'Financial info' (Not started), and 'Verify and submit' (Not started). The 'APPLICATION INTRO' section is expanded, showing the following text: 'A few legal details before we get started. The first step of the application is providing three disclosures regarding email communication, information we ask for, and how we store your data.' There are three expandable sections: 'Receiving emails' (discussing consent to receive emails), 'Important information about procedures for opening a new account' (discussing federal law requirements for identifying information), and 'Your data and submitting an application' (discussing data review and submission requirements). A blue 'Agree and continue' button is at the bottom right. A footer section provides contact information: 'Need help with your application?' with 'Call us 866-930-2415 Monday through Friday 8 a.m. to 4:30 p.m. CT' and 'Email us apply.paymentsolutions@usbank.com'.

Let's get to know you

- Account opener is the individual responsible for completing the application.
- The information displayed for you to verify is the information provided by the State of California to help get you started.
- Update as needed.

The screenshot shows the 'usbank' logo in the top right corner and 'Hello Barry, Log out' next to it. Below the logo is a navigation bar with 'YOUR APPLICATION PROGRESS' and a 'Back' button. A progress sidebar on the left lists: 'Application intro' (Done, Review section >), 'Business overview' (Not started, Start section), 'Business structure' (Not started), 'Financial info' (Not started), and 'Verify and submit' (Not started). The main content area is titled 'Here's what we have about you. Is this right?' and includes a sub-header 'Account opener'. The 'ACCOUNT OPENER INFO' section displays: 'Barry Allen', 'Chairman', '<your email address>', '999-999-9999', '200 S 6th Street', 'Minneapolis, MN 55402', and 'This is a business address.' An 'Edit' button is at the bottom of this section. A 'This looks good' button is located at the bottom right of the main content area.

The 'APPLICATION INTRO' form is titled 'Let's edit your info.' and includes a note: 'We have your email address as <your email address>. Your email is your user ID and can't be changed.' The form is divided into 'Basic details' and includes the following fields: 'Legal first name' (Barry), 'Legal middle name (or initial, if applicable)', 'Legal last name' (Allen), 'Job title or role in the business' (Chairman), 'Phone number' (999-999-9999), 'Street address' (200 S 6th Street), 'Unit / Suite / Mail Stop' (Optional), 'City' (Minneapolis), 'State or Province' (MN - Minnesota), 'ZIP or postal code' (55402), and 'Country' (United States of America). At the bottom, there is a question 'Is this a residential or business address?' with radio buttons for 'Residential' and 'Business' (which is selected). 'Cancel' and 'Save my info' buttons are at the bottom right.

Business overview

- In this section, we'll collect general information about your business.
- Legal business name is the first and most critical data element needed.
- Entering your name accurately is the best way to prevent delays in processing your application.

The screenshot shows the 'us bank' logo in the top right corner and 'Hello Barry, Log out' next to it. Below the logo is a navigation bar with 'YOUR APPLICATION PROGRESS' and a '< Back' link. A vertical progress bar on the left lists five steps: 'Application intro' (Done), 'Business overview' (Not started), 'Business structure' (Not started), 'Financial info' (Not started), and 'Verify and submit' (Not started). The 'Business overview' step is highlighted with a blue bar and a 'Start section' button. The main content area is titled 'BUSINESS OVERVIEW' and contains the following text: 'Let's start with some legal info about your business. We use this information to understand who we're doing business with. In short, we want to make sure we're funding legal, legitimate businesses. To complete this section... Have your formation documents available to move through this section quickly. Examples of formation documents include your articles of incorporation, partnership agreements or shareholder agreements.' An image of hands typing on a laptop is shown to the right. A 'Start section' button is located at the bottom right of the main content area.

The screenshot shows a form titled 'BUSINESS OVERVIEW' with the question 'What is the full legal name of your business?'. Below the question is the instruction: 'If your legal business name includes a designation – such as LLP – include that here. If your business is a sole proprietorship, list the owner's full legal name.' A warning message in a yellow box states: '⚠ Entering your name accurately is the best way to prevent delays in processing your application.' Below the warning is a text input field labeled 'Legal business name'. At the bottom of the form, there is a 'Skip for now' link and a 'Continue' button. A footnote at the bottom reads: '* Enter your legal business name as it appears on your formation documents. Your legal name is not your trade name, operating as name or doing business as name.'

Business address

- Provide your main business address.
- Legal notices and other communications will be sent here.
- Be sure to provide a physical address. PO boxes will not be accepted.
- Throughout the application, Google Places API will assist in populating address information.

BUSINESS OVERVIEW

What's your main business address?

This is where we'll send legal notices and information. It has to be a physical address – no PO boxes.

Street address

- 200 Vesey Street New York, NY, USA
- 200 Water Street New York, NY, USA
- 200 Park Avenue New York, NY, USA
- 200 West 57th Street New York, NY, USA
- 200 Bay Street Toronto, ON, Canada

powered by Google

Unit / Suite / Mail Stop

State or Province

ZIP or postal code

[Skip for now](#) [Continue](#)

Operations and formation

- For all entities, United States of America is the country of main business operations.
- For all entities, California is the state of where the business is formed.
- For the date your business was formed, enter current MM/YYYY (i.e. 08/2022)

BUSINESS OVERVIEW

Where are your main business operations?

Begin typing the country where your business operates. We'll show you options to choose from.

Country

United States of America

Skip for now Continue

BUSINESS OVERVIEW

Where was your business formed?

For this application, businesses need to be formed in the United States.

State

CA - California

Skip for now Continue

BUSINESS OVERVIEW

When was your business formed?

Your start date is typically the date you registered with the state.

Start date (month and year)

08/2022

E.g., 12/1984

Skip for now Continue

Doing business as

- Enter any alternate names your business may operate as.
- This does not include unique or separate legal entities.

BUSINESS OVERVIEW

Does your business operate under any other names?

You may hear this referred to as a doing business as (DBA), assumed name, trade name, or fictitious name. Please note that a DBA is not a legal entity.

No

Yes

Nature of your business

- Begin by entering the main key words related to your business.
- Select the option that best represents your business.
- Provide an additional description in the optional comment box.

BUSINESS OVERVIEW

Tell us about the nature of your business.

Begin typing the main keyword related to your business. We'll show you options to choose from.

Industry

Anything else we should know?

If the keyword doesn't adequately describe your business, add additional info here. Describe the nature of your business and any relevant variations.

Comments (optional)

500 characters remaining

[Skip for now](#) [Continue](#)

Additional business operations

- Indicate yes or no if operating in the hemp growing industry. If yes, additional questions may apply.
- Check all that apply or none of the above.

BUSINESS OVERVIEW

Does your business operate in the hemp growing industry?

No Yes

BUSINESS OVERVIEW

What money services does your business provide?

Cashing checks.

Issuing or cashing travelers checks or money orders.

Providing money transmission or foreign exchange services.

Offering prepaid cards.

None of the above.

Continue to review

Business Structure

- In this section, we'll collect information about your legal structure.
- Provide your Federal Tax ID.

usbank Hello Barry, Log out

YOUR APPLICATION PROGRESS < Back

- Application intro Done Review section >
- Business overview Done Review section >
- Business structure** Not started Start section
- Financial info Not started
- Verify and submit Not started

BUSINESS STRUCTURE

Let's look at your business structure and the decision makers.

We'll collect more info about:

- Anyone who owns 25% or more of the business
- Someone who manages the day-to-day operations at your business
- Someone who is authorized to sign on behalf of the business

The following documents may be helpful to confirm your business structure and tax ID:

- Formation documents
- Business registration confirmation

BUSINESS STRUCTURE

What is your business's federal tax ID?

Tax ID type

- Employer identification number (EIN)
- Social Security number (SSN)
- Individual taxpayer identification number (ITIN)

Tax ID number

_***

e.g., 12-3456789

[Skip for now](#) [Continue](#)

Legal structure

- For all participants, select “Government.”
- Enter the individual and title who has control of public funds owned by your business. (i.e. finance director, superintendent, treasurer, etc.)

BUSINESS STRUCTURE

What kind of business do you have?

Legal structure

- Financial institution
- Government
- Limited liability corporation (LLC)
- Limited liability partnership (LLP)
- Non-profit
- Partnership
- Private corporation
- Public corporation
- Sole proprietorship
- Trust
- Unincorporated

The legal structure of your business affects the questions we ask about your business. You can find your legal structure on a business tax return or your formation documents.

[Continue](#)

BUSINESS STRUCTURE

Who has control of public funds owned by WV Demo LLC?

Control of public funds includes possession of, as well as authority to establish, accounts for such funds in a bank and to make deposits, withdrawals and disbursements or to direct these activities.

Legal first name	Legal middle name (or initial, if applicable)
Barry	
Legal last name	Title
Allen	Chairman

[Save and Continue](#)

Government follow-up questions

BUSINESS STRUCTURE

Are you established under an interstate compact?

Interstate compacts are contracts between two or more states. An example is Tribal government entities.

No

Yes

BUSINESS STRUCTURE

Is your business a political subdivision?

Examples of political subdivisions include municipalities, counties and sanitation.

No

Yes

BUSINESS STRUCTURE

Is your business a department or agency of a federal, state or political subdivision?

No

Yes

Financial info

- In this section, we'll collect info about your budget and anticipated program spend.

The screenshot displays the 'usbank' application progress interface. At the top, the 'usbank' logo and 'Hello Barry, Log out' are visible. The main content is divided into two sections: 'YOUR APPLICATION PROGRESS' and 'FINANCIAL INFO'.

YOUR APPLICATION PROGRESS

- Application intro (Done) - Review section >
- Business overview (Done) - Review section >
- Business structure (Done) - Review section >
- Financial info (Not started) - Start section
- Verify and submit (Not started)

FINANCIAL INFO

We need info about your business's finances.

This section includes questions about your revenue and estimated spend for this card program.

We may also ask for your financial statements from last year and comparable year-to-date statements for this year.

Start section

FINANCIAL INFO

Is your business rated by Dun & Bradstreet?

Dun & Bradstreet (or D&B) provides data, analytics and insights for businesses. Because ratings from Dun & Bradstreet are proactively sought, businesses typically know whether they're rated.

No Yes

Financial info

- Provide your estimated budget for the annual sales revenue.
- Estimate how much you will spend on an annual basis with this card program.

FINANCIAL INFO

What is your estimated or projected annual sales revenue?

Estimated or projected annual sales revenue

e.g., \$5,000,000

Continue

FINANCIAL INFO

Estimate the annual spend on this program.

⚠ Review the projected monthly limit for your program. Adjust the expected annual spend as needed to meet your business needs.

YOUR PRODUCTS

One Card

Expected annual spend = **\$0**

e.g., \$900,000 Projected monthly limit may vary from approved limit.

Tips for calculating your annual spend.

- If you know your monthly spend, simply multiply it by 12 for your annual spend.
- Consider any seasonal fluctuations in your expenses.
- This is your anticipated spending. It's different than requesting a line of credit.
- If you already have a card program, include your current spend and any new spend you anticipate.


Skip for now Continue

Review and confirm

- Each section is recapped under its respective header.
- Click more details to see all items within each section.
- Press confirm and continue.
- If there are any errors or missing items, the system will alert you.

Review and confirm


Please review and confirm everything you've entered so far. This helps ensure we're able to process your application as quickly as possible.


 **Account opener** [Less details](#)


ACCOUNT OPENER INFO
Barry Allen
Chairman
barry@wvdemo.com
999-999-9999

200 S 6th Street
Minneapolis, MN 55402
This is a business address.

[Edit](#)

 **Business overview** [More details](#)

 **Business structure** [More details](#)

 **Financial info** [More details](#)

[Confirm and continue](#)

Is everything accurate and complete?

- Check this box to attest that everything is accurate and complete.
- Press confirm and continue.

VERIFY AND SUBMIT

A few legal details

The last two steps of the application are the legal details. First, confirming the accuracy of the info you've provided. Then, reviewing and agreeing to the terms and conditions.

The legal confirmation

To the best of my knowledge, I confirm that everything I provided is complete and accurate. This includes all information about me and the person who is authorized to sign on behalf of the business.

I confirm that all the information submitted with this application is accurate and complete.

Confirm and continue

Submitting your app

- Last step is to review your terms and conditions. You will be presented with the California Program Member Agreement
- Acknowledge your agreement by checking the box.
- Press “Submit application.”
- After submission, you will have the ability to download your application and terms and conditions.
- You will receive an email notification that your application was successfully submitted.

VERIFY AND SUBMIT

Last step – submitting your application

The last step of the application is the legal details. Download the full document for your legal team to review.

If you need time to review, you can close the application and return to this page later. (Everything you've entered so far is saved.)

[Download terms and conditions](#)

I read, understand and agree to the terms and conditions. I certify that I have the proper authority to bind the company to the terms and conditions and to submit this application.

[Submit application](#)

After you submit the application, you won't be able to make changes.

ACCOUNT HUB

Download your application.

Thanks for applying to the One Card program. Download your application to keep a copy for your records. We'll review your application and follow up within two business days.

If you have questions, send us an email at apply.paymentsolutions@usbank.com, or call 866-930-2415.

[Download my application](#)

[Download terms and conditions](#)

Tell us what you think.

Want to take a short survey about the application experience? It takes about 5 minutes, and none of the questions are required.

[Take a short survey](#)

Application status


- Each time you return to your application, your application status will be displayed.
- Click “Detailed progress” to view each step of the process.
- Your terms and conditions and application info are always available for download.

ACCOUNT HUB

We're reviewing your application.

You submitted your application on Aug. 8, 2022. We're reviewing your application and will follow up within two business days.

YOUR ONE CARD PROGRESS



> Detailed progress

We're here to help.

If you have questions, send us an email at apply.paymentsolutions@usbank.com, or call 866-930-2415.

Application downloads

[Download my application](#)


[Download terms and conditions](#)

ACCOUNT HUB

Your application is approved!

Great news. Your application was approved on Aug. 8, 2022.

YOUR ONE CARD PROGRESS



> Detailed progress

We're here to help.

If you have questions, send us an email at apply.paymentsolutions@usbank.com.

Application downloads

[Download my application](#)

[Download terms and conditions](#)

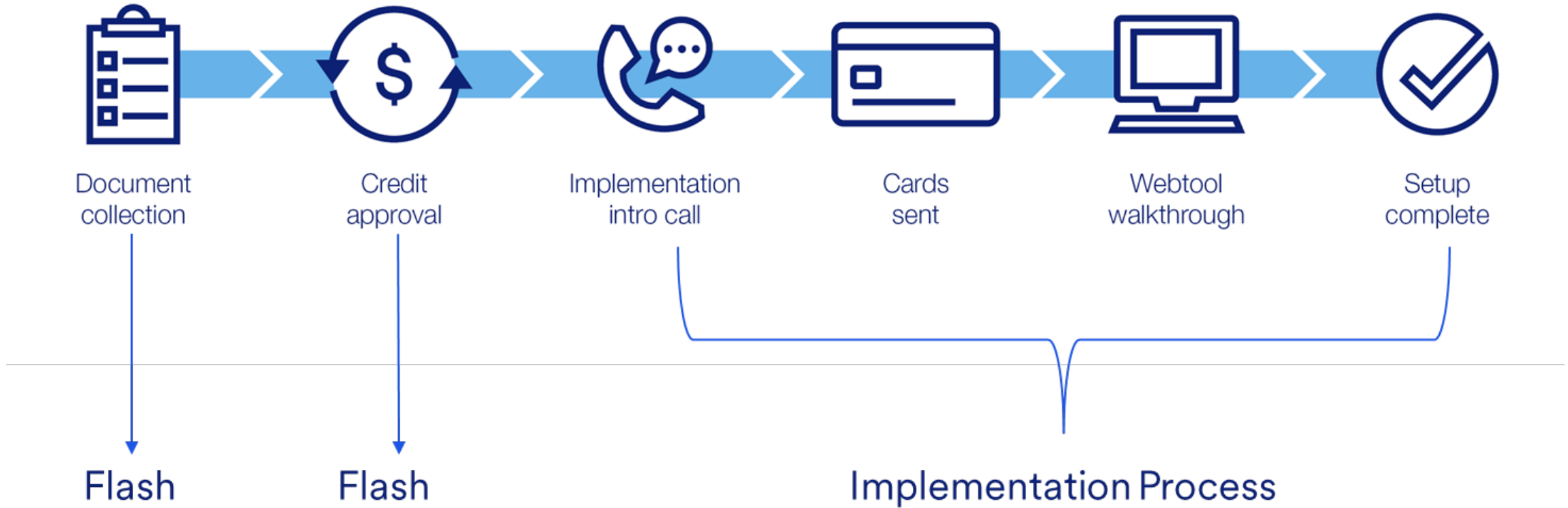
Implementation Scope/Timeline

Onboarding Process - Timeline

Current TPS cards to expire 10/31/2023

- If not you, send point of contact for contract application to leslie.massey@usbank.com by end of day **Friday 8/25**
- Invitations to submit Applications → August 28 - August 31
- Onboarding product listing and spend for each entity provided by the state
- Each completed application should take 7 business days to be approved
- Implementation for smaller card programs → 7-10 days
- Complex card programs can take up to 30-40 days
- Access Online portal set up included with implementation

Carded Program Implementation Overview



Email Communication – Program Underway

Hi XXX,



As XXXX Implementation Project Manager, I will be your main point of contact for the duration of the onboarding process and will support each step of your implementation; Define, Design, Deliver, Review, Transition.

We have received the **guide and autopay** and all information has been validated for accuracy. Our next step is to design your program and order cards. Your cards will ship in 7-10 business days. I will reach out to confirm shipment once I have received the confirmation.

My contact information is outlined below; feel free to reach out to me with any questions about your new program. I am also more than happy to set up a call if you would prefer.

Email Communication – Program Successfully Setup



Thank you for your time in attending the walk-through session. I have your implementation scheduled to transition to our servicing team on **xx/xx/xx**.

Attached is your program administrator's guide. This is a great ongoing resource as you manage the day to day. You will find:

- Contact details page 3
- Support Team contact information page 4
- Access Online user information page 6
- Training resources page 7
- Payment methods page 7 -8

Before transferring you to your service team, I wanted to ensure you didn't have any questions for me. Please let me know if you do.



Key Discussion Categories

Program Structure



- Hierarchy
- Billing
- Account enrollment
- Authorization & spending controls

Technology



- Web tool configuration
- Program Administrator/user access
- Reporting
- File Integration

Policies, Procedures, Compliance & Strategy



- Sample policies and procedures
- Program Administrator Guide

Training & Communication

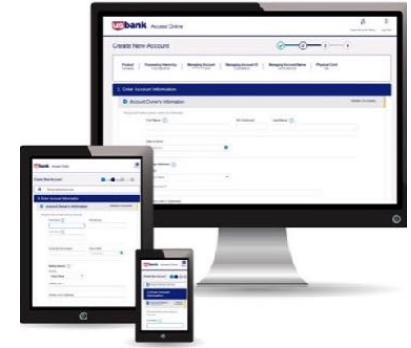


- Web tool orientation
- Ongoing training resources
- Cardholder communication strategy

Access Online

U.S. Bank Access® Online

Electronic access and program management system that provides the security, functionality, reliability and convenience you need to successfully manage your card programs.



Maximize Control

- Manage cardholder system access and spending controls in real time
- Customize web-based approval hierarchies and routing



Drive Savings

- Leverage consolidated spend data for more effective supplier negotiations
- Use reporting to maximize potential financial incentive



Benefit Employees

- Enhance employee convenience, productivity and satisfaction
- Encourage adherence with program policies and procedures

Access Online Web Based Training

WBT provides instant access to modules, tutorials, guides, recorded training videos, and register for instructor led courses

The screenshot shows the 'Access Online' web-based training interface. On the left is a navigation menu with 'Training' highlighted. The main content area displays 'Web-based training' with a search bar and a list of resources categorized into Learning topics, Announcements, Lessons, User guides, Recorded classes, Videos, and Certifications. Callouts provide instructions on how to use the search function and how to navigate through topics to find specific content.

Resources for all learner types:

- 5-10 monthly recurring virtual training sessions
- 40+ self-paced interactive lessons
- 80+ quick reference guides
- 36+ recorded classes
- 45+ videos

Cardholder certification available

Training can be assigned to the cardholder by the Program Administrator

Find a specific item or topic using the Search function.

Open a topic > subtopic to find lessons, user guides, quick references, videos, and certifications.

Click the resource title to view resource content.

Q&A



Thank you!





D R A F T

SOUTH LAKE COUNTY FIRE
PROTECTION DISTRICT



BOARD OF DIRECTORS
POLICY AND PROCEDURES MANUAL

Updated MMM DD, 2022

District Office: 21095 State Highway 175, Middletown, CA 95461

Mailing: P.O. Box 1360, Middletown, CA 95461

1-707-987-3089

www.southlakecountyfire.org

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About the District

The purpose of the South Lake County Fire Protection District is the protection of life and property from fire and other natural and man-made disasters.

The District, as a cohesive organization, strives to provide services in a well-planned, cost-effective and professional manner through the best utilization of the equipment, facilities, and training provided us by the citizens of the South Lake County Fire Protection District.

To enable the District to fulfill this purpose, it shall be empowered, to the extent permitted by law, to establish and maintain a staff or force of paid men and women, to own and operate equipment, to own real estate, to raise money by tax levy or otherwise and all other powers necessary.

The District is an area of approximately 285 square miles in the southern portion of Lake County, bound by Napa County on the south, Sonoma County on the west, Kelseyville Fire Protection District on the north and the Lake County Fire Protection District on the northeast. The four fire stations serve the communities of Middletown, Hidden Valley Lake, Whispering Pines, Cobb, areas of the geothermal geyser industry annexed in 1949, 6,500 acres in the Loch Lomond area annexed in 1986, and 17,000 acres in the Jerusalem Valley area annexed in 2006.

The District provides fire suppression and emergency medical services exclusively with volunteers until the first paid employee in 1978 then under contract for services in 2000, and through the support of the Fire Sirens, an auxiliary organization which was established in April 1985.

ARTICLE 1: THE FIRE DISTRICT

1.1 Fire District Governing Authority

South Lake County Fire Protection District is an independent special district with an elected Board of Directors of five members. It was formed in 1925 as the Middletown Fire Protection District with the Lake County Board of Supervisors appointing the Board of Directors until 1988, when it was change to an elected Board of Directors and renamed as the South Lake County Fire Protection District on March 18, 1987.

South Lake County Fire Protection District is a California Special District as a local government agency with taxation authority as established on July 1, 2020. The legal authority for the South Lake County Fire Protection District is derived from the Fire Protection District Law of 1987 and the Bergeson Fire District Law in the California Health & Safety Code. The District has only those powers, which are expressed in, or necessarily implied from, the California Health and Safety Code, Section 13860-13879.

The implementation of policies and programs adopted by the Board of Directors will be clearly delegated to the Fire Chief. The delegation of this responsibility to the Fire Chief requires that the Board develop very clear, specific and measurable expectations of this position. These steps are necessary to ensure completion of tasks that may be then reassigned to other staff once the Board and Fire Chief roles and responsibilities are clarified. The Fire Chief is the pivotal point at which Board directives become implemented programs. It is essential that the Board be rigorous is developing and evaluating the goals assigned to the Chief. The Board also shall provide formal performance expectations to the Fire Chief as a means of ensuring the successful implementation of Board policies.

1.2 Adopting Governing By Policy

One of the major functions of the Board of Directors is to serve as the policy-making body of the Fire District and to govern the activities and shape the future of the Fire District. The Board of Directors agrees that the Fire Chief and the management staff are responsible for the day-to-day administration and operations of the District.

The intent of the Board of Directors is to set forth a series of policies and board meeting procedural rules to govern the conduct and deliberations of the business conducted by the Board and to serve as a guide for the professional staff in carrying out the daily functions of the Fire District.

The Board Policies and Procedures Manual is intended to reflect the Board's commitment to order, consistency, responsiveness and transparency in its actions and additionally, make clear and readily available all relevant information about District operations to the residents of the District.

A copy of the current Board of Director's Policy and Procedures Manual is posted on the District's website at www.southlakecountyfire.org.

1.3 Fire District Board Policies

It is the intent of the Fire District Board to be governed by a set of policies. The policies shall be adopted by the Board and made available as public documents. The Board is also governed by a set of Rules of Order for conducting meetings as noted in Article 9.

The policies of the District Board shall be drafted, adopted and amended with full consideration for the Board's desire to provide fire and life safety protection at the highest obtainable level of quality for the residents of the District.

In the event that a Board policy is found to be in conflict with state or federal law or the rules of a higher authority, that portion of such policy is automatically null and void without Board action and shall be deleted from the accumulated said policies and rules.

If disagreement over the application, extent, or interpretation of a policy arises, the resolution of the conflict will be based on the majority opinion of the Board. If such an interpretation is deemed to have future significance, an amendment to the applicable policy shall clearly specify the intent of the Board in interpreting the policy.

In deliberations leading to the establishment or amendment of Board Policy, the Board's central concern will be for increased efficiency and effectiveness in carrying out the legally mandated tasks and general policies in the interest of the public good. The District recognizes that all Board policies shall remain flexible and be subject to review and change. Such review shall take place as necessary and at least annually at a regularly scheduled Fire District Board meeting in May and shall appear as an agenda item.

In order to provide consistency, stability and integrity to Board Policies, changes in policies, except in the case of emergency, shall be executed in a precise manner without undue haste.

Policy adoption, changes, additions to and deletions from or repeal of the established policies shall be accomplished by a majority vote of the Board of Directors in the course of a single meeting.

The assembled policies, known collectively as the Board Policy and Procedures Manual, shall be the reference instrument to govern the conduct and deliberations of the business conducted by the Board. Appendices to the Board Policy and Procedures Manual are not in themselves policies and may be changed as necessary to provide up to date information.

ARTICLE 2: FIRE DISTRICT BOARD OF DIRECTORS

2.1 Basis of Authority

The Board of Directors is the unit of authority within the District. Directors, apart from their normal function as a part of a unit, have no individual authority. As individuals, Directors may not commit the District to any policy, act, expenditure, or give individual direction to the Fire Chief, District staff or the legal counsel for the District.

Directors do not represent any fractional segment of the community, but are rather, a part of the body which represents and acts for the community as a whole.

The Board of Directors may act only at a legal meeting, which is defined as any gathering of a quorum of the Board where District business is transacted or discussed, formally or informally. The Board can take action by motion, resolution, or ordinance. The Board can also make a commitment to take future action.

2.2 Board Member Job Description

The primary responsibility of the Board of Directors is the formulation and evaluation of policy. It is their responsibility to ratify annual budgets and expenditures, and to participate in and/or ratify annual salaries, wages and benefits.

The majority of the members of the Board of Directors set the official policy of the District. District policies are to be mindful of the legal and constitutional rights of citizens and are set with care, in full accordance with the law.

The Board is entitled to enter into all contracts on behalf of the District within the scope of its authority and in the line of duty.

The Board of Directors has the ultimate responsibility to ensure the lawful and efficient operations of the District. The daily business and routine matters concerning the operational aspects of the District are delegated to the Fire Chief and District management staff. The Board is also the supervisory body for the Fire Chief.

Directors are expected to be familiar with the rules of the Brown Act regarding open meetings, required notice therefore, and the requirements for entering into closed session. All Directors should be aware of any issue of self-dealing and should abstain from voting on any issues in which the Director is interested, or on those involving issues which could somehow affect their tenure or benefits. Board members are required to file Fair Political Practices Commission, Form 700 Statement of Economic Interests, upon assuming or leaving office and annually with the Clerk of the Board, as required by California State Law. The Fire District Board, by policy, shall carry out its responsibilities and the will of the people of the District in keeping with State and Federal constitutions, statutes, and rules, interpretations of the courts, and all the powers and responsibilities they provide.

2.3 Director Attendance at Meetings

Members of the Board of Directors shall attend all regular and special meetings of the Board unless there is good cause for absence. This shall include all ad-hoc committee meetings to which the Director has been assigned.

ARTICLE 3: MEMBERSHIP ON THE FIRE DISTRICT BOARD

3.1 Board Membership

The Board of Directors of South Lake County Fire Protection District shall consist of five (5) members serving four (4)-year staggered terms. By State law, a resident of the District who is a registered voter over 18 years of age shall be eligible to serve as a Director (H&S Code §13841). The election of the Director shall be conducted as provided by California Law (Election Code §10500-10556).

3.2 Board Orientation

Board Candidate Orientation

The Fire Chief and Board President (or designee should the current Board President be a candidate for re-election) are responsible for being the District liaison to candidates who have filed for the Board in an election year.

New Board Member Orientation

The Fire Chief and Board President (or designee) shall be responsible for the appropriate orientation and training of new Directors prior to taking their seat on the Board.

The orientation session for new Board members shall be for information about the District, acquaint them with District facilities, equipment and personnel and provide an overview of:

- Board Policy and Procedures Manual
- District territory and boundaries
- District Mission and Values
- Labor and other major contracts
- Brown Act (California Gov't Code §54950-54963)
- Other matters concerning Conflict of Interest
- Current Fire District budget
- Board Resolutions and Ordinances
- Any other important issues

After taking office, the new Board Member will be provided with additional orientation and issued certain items (see Article 3.5).

3.3 Training, Education and Conferences

Members of the Board of Directors are encouraged, but not obligated, to attend educational conferences and professional meetings that further their understanding of District business and/or their role as Board Director. Board members may also attend or observe certain District training classes as approved by the Fire Chief. Attendance at trainings, seminars, workshops, courses, professional organization meetings and conferences will be paid for by the District.

Board members shall take advantage of special discounts offered by a business to all legislative bodies or offered to the District because of the District's membership in a particular organization, utilize the hotel(s) recommended by the event sponsor in order to obtain discounted rates, and secure reservations in advance to obtain discounted air fares and hotel rates. Directors shall travel together whenever feasible and economically beneficial and Directors are encouraged to minimize expense by using on-line courses when possible.

There is no limit to the number of South Lake County Fire Protection District Directors attending the same conference or seminar. If three (3) or more Board members attend a particular conference or seminar, they are prohibited from discussing District business amongst each other so as not to violate the Brown Act.

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External Training

It is the policy of the District to encourage Board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. Notification shall be provided to the Board of Directors for meetings, travel and conferences outside of the District.

Prior approval for expenses for external training is necessary. The Clerk to the Board shall make arrangements for Directors for conference, pay registration and lodging expenses and process reimbursement requests at Fire District mandated per diem allowance amounts. Per Diem, when appropriate, shall include reimbursement of expenses for meals, lodging and travel. Directors shall submit reimbursement requests in writing to the Clerk to the Board and include validated receipts with the request.

A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board.

Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the sessions that will be of benefit to the District. Materials from the sessions may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

Internal District Training

Board members are encouraged to observe fire ground and disaster training events, to foster a better understanding of the knowledge, skills and abilities required of Command Staff and Line personnel in performing their duties. Request for attendance shall be submitted to the Fire Chief in advance of the training for approval.

3.4 Board Director Compensation and Reimbursement

Members of the Board of Directors shall receive monthly compensation in an amount set by the District Board not to exceed \$100.00 for attending each ~~regular~~ meeting of the District Board. The number of meetings for which a member of the Board of Directors may receive compensation shall not exceed four meetings in any calendar month. (*ref. Res. No. 2004-19 11/16/04*)

Members of the Board of Directors shall be reimbursed for all legitimate expenses incurred in attending any meetings or in making any trips on official business of the Board when so authorized in accordance with the Expense and Use of Public Resources Policy.

Director compensation can be modified by vote of the Board per Health and Safety Code Section 13857.

3.5 Board Director Apparel and Equipment

The District shall provide each Director upon assuming office:

- Director badge and leather wallet
- District photo identification card
- Business card
- Name plate with their name

Directors shall be issued a District collared polo shirt South Lake County Fire Protection District logo and title of "Director." Board members shall not be issued, or wear safety equipment unless required or requested to do so by the Fire Chief.

If requested, the District shall provide a District-owned tablet, or similar device, for conducting Fire District business, with cellular/internet connectivity.

Upon their completion of service to the District, the Director's official District Badge and wallet, photo I.D, and tablet or similar device, shall be returned to South Lake County Fire Protection District. Note: Certain items, not including the tablets or similar device may be returned to the retiring Director with the approval of the Fire Chief.

The care of District issued equipment and apparel is the responsibility of the Director. If District issued apparel or equipment is lost, stolen or damaged, the Director shall be responsible for repair or replacement expenses. If any District issued apparel or equipment is lost, stolen or damaged, the Director shall file a written notice detailing the events of loss or damage with the Clerk to the Board and discuss replacement options with the Fire Chief.

3.6 Board Vacancies

Pursuant to State Law (California Gov't Code §1770), a vacancy on the Board shall occur if any member ceases to discharge the duty of his/her office for the period of three (3) consecutive months except when prevented by sickness, or when absent from the state with the permission required by law, or as authorized by the Board of Directors or any of the following:

1. The death of the incumbent.
2. An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the Director will not be able to perform the duties of his or her office for the remainder of his or her term.
3. His or her resignation.
4. His or her removal from office.
5. His or her ceasing to reside in the District.
6. His or her conviction of a felony or any offense involving a violation of his or her official duties.
7. His or her refusal or neglect to file his or her required oath or bond within the time prescribed.
8. The decision of a competent tribunal declaring voids his or her election or appointment.
9. His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that event, the office shall not be deemed vacant until the order of commitment has become final.

Once a vacancy on the Board of Directors is determined, the District must notify the election official of the vacancy within 15 days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later [(California Gov't Code §1780(b)).

Filling vacancies in the office of Director shall be in accordance with California Law (Gov't Code §1780). Board vacancies may be filled by appointment by the current Board, appointment by the Lake County Board of Supervisors or by calling for an election.

Appointments

The best practice to fill the vacancy is for the Board of Directors to appoint a qualified candidate to fill the unexpired term within 60 days, using the following procedure.

1. Place an announcement in the local newspaper and electronically on the Internet. Include a call for candidates, application process, and deadline for applying. The announcement must be published at least 15 days prior to the appointment.
2. Properly notice the Board candidate interview on the Board meeting agenda as an action item and include all of the application material submitted by the Board candidates in the Board meeting

- packet.
3. Board applicants are not required to be attendance at the Board meeting where the Board will consider the applicants for the vacancy. Applicants are encouraged to attend so that they may answer questions or make a statement about their qualifications.
 4. The Board will review the application materials, deliberate and vote on the appointment in Open Session.
 5. It is acceptable for the Board to ask applicants to leave the room while they deliberate and vote on the Board appointment. Applicants are not required to leave the meeting.
 6. The Clerk to Board of Directors shall notify the Lake County Registrar of Voters Office within fifteen (15) days of appointment.

The Board may form an Ad-hoc Committee of two (2) Directors to review application materials, interview and make a recommendation for appointment to the Board at a Board meeting

3.7 Board Elections

When a District election is to be held for the purpose of electing members to the District Board, the election officer shall cause the following information to be published in accordance with California Law:

1. The date of the election.
2. The Board positions to be voted upon.
3. The latest date candidates may file for office.

The Lake County Registrar of Voters, serving as elections officer, has total responsibility for the conduct and administration of District elections.

ARTICLE 4: OFFICERS AND COMMITTEES OF THE DISTRICT BOARD

4.1 Board Officers

The Board has two officers, President and Vice President, who shall be Board members elected by majority vote annually at the regular Board meeting in January, or at such date and time as the Board determines. The President and the Vice President shall hold their respective offices until the following January and until their successors are elected or appointed.

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

The Board shall appoint a Clerk to perform duties delineated within the Board of Directors Policy and Procedures Manual.

4.2 Board Officer Duties

President

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

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

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

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

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

Vice President

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

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

4.3 Board Ad-Hoc Committees and Liaisons

The Board President shall 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 shall consist of a maximum of two members of the Board, and any other persons as deemed necessary and desirable, and will present reports and recommendations on their work to the full Board at regular meetings. The first member named on the committee shall be the Chairperson thereof. The Chairperson of the committee shall set meeting time and place. Recommendations resulting from said review should be submitted to the Board via a written or oral report.

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. The following shall be ad hoc committees of the Board.

- Equipment and Facilities Committee, assigned to review functions, activities, and/or operations pertaining to the operation and maintenance of Fire District equipment and facilities.
- Policy Review Committee, assigned to review functions, activities, and/or operations pertaining to Fire District policies.
- Additional committees as deemed necessary or advisable by himself/herself and/or the Board.

The Board will establish liaisons as appropriate.

Board members NOT assigned to a specific committee may, as private citizens, attend those specific committee meetings. While in attendance at such Committee meetings as members of the public, the Board member may NOT vote on topics.

ARTICLE 5: POWERS AND DUTIES OF THE FIRE DISTRICT BOARD

It is the policy of the Fire District Board to exercise those powers granted to it by California Law and to carry out those duties assigned to it as may best meet the fire and life-safety needs of the District.

5.1 Board Responsibilities and Duties of Fire Chief

Important activities of the Fire Board are the formulation of policies and rules regarding Fire District programs and services. In carrying out its legislative and policy-making responsibility, the Board shall delegate the administrative, personnel and executive functions to the Fire Chief.

5.2 Code of Ethics and Harassment

The Board of Directors of the South Lake County Fire Protection District is committed to providing excellence in legislative leadership that will result in the highest quality of services to its constituents.

Pursuant to AB 1234, Ethics Training for Local Officials, passed by the California Legislature on October 7, 2005, requires that all local agencies that provide compensation, salary or stipend to, or reimburses the expenses of, members of a legislative body must within one year of election or appointment and at least once every two years thereafter receive two hours in general ethics principles and ethics laws relevant to public service. In addition, this requirement applies to all staff members that the Board of Directors designates and to members of all commissions, committees and other bodies that are subject to the Ralph M. Brown Open Meeting Act. The training shall be provided by entities whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission. Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken at home, in person or online. A Board member that serves on the board of another agency is only required to take the training once every two years.

Pursuant to AB 1825, passed by the Legislature on September 30, 2004, sexual harassment training and education for local officials is required once every two years.

There are numerous training options available including an online program that allows local officials to satisfy the requirement of AB 1234 on a cost-free basis, which can be provided by the Clerk to the Board.

The Clerk to the Board shall maintain records indicating both the dates the Board member completed the training and the name of the entity that provided the training. These records shall be maintained for at least five years after the training date and are public records subject to disclosure under the California Public Records Act.

5.3 Board Directors Meeting Participation

The basic manner in which Director fulfill their office must be at a regular, special, committee or workshop meeting, and will be a matter of public record. The method of participation is discussion, deliberation, debate and voting. All members, including the President, are expected to participate fully in deliberation and voting.

5.4 Board Directors Decorum

It is understood that Director will not always agree. Directors have the right to maintain and express differing viewpoints, styles, opinions and values. Nonetheless, Directors should aspire to respect the dignity of their office and to observe common standards of decorum to the extent possible. In order to assist in the governing of the behavior between and among members of the Board of Directors, the following rules shall be observed:

- The dignity, style, values and opinions of each Director shall be respected.
- Responsiveness and attentive listening in communication is encouraged.
- The needs of the District's constituents should be the priority of the Board of Directors.
- Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable.
- Once the Board of Directors takes action, Directors should commit to supporting said action and not to create barriers to the implementation of said action.

5.5 Board Directors Responsibility to Constituents

Directors, individually and collectively, act as representatives of the citizens of the Fire District in maintaining and promoting the fire and life-safety needs of the District.

5.6 Board Directors Action and Service

Director's decisions and actions shall best serve the needs of District citizens in light of available resources and information available to the Board at the time such decisions or actions are made.

5.7 Board Directors Conduct and Responsibilities

Conduct

The Fire District Directors shall observe the following code of conduct designed to guide their actions in carrying out their responsibilities. A Fire District Board Director should strive to understand that his/her basic function is policy and not administration or operations. Therefore, Directors will:

- Refuse to make commitments on any matter which should come before the Board as a whole.
- Refuse to participate in secret meetings or other irregular meetings, which are not official and which all members do not have the opportunity to attend.
- Recognize that he/she has no legal status to act for the Board outside of official meetings.
- Respect the rights of Fire District constituents to be heard at official meetings within established parameters and guidelines for public testimony.
- Make decisions only after available facts bearing on a question have been presented and discussed.
- Accept the principle of "majority rule" in Board decisions.
- Recognize that the Fire Chief should have full administrative authority for properly discharging duties within the limits of established Board policies.
- Recognize that the Fire Chief or designee is the technical advisor to the Board.
- Present personal criticisms, complaints or problems regarding Fire District operation directly to the Fire Chief and discuss them at a regular meeting only after failure of an administrative solution.
- Declare conflicts of interest into the public record.
- Conduct all Fire District business in an ethical manner.
- Refuse to use his/her position on the Fire Board in any way, whatsoever, for personal gain.
- Not distract or engage in personnel in any way during any training or live incidents in which the Director's presence has been requested by the Fire Chief.
- Not speak for or give operational orders to the Fire Chief, command staff, or any operational staff during live incidents in which the Director's presence has been requested by the Fire Chief.
- Not engage in behaviors of harassment, discrimination or retaliation towards other Directors, the Fire Chief, command staff, or any other personnel of the District. The District has policy and procedures governing harassment, discrimination and retaliation in the workplace. It is the policy of the District to establish and maintain a work environment free of all forms of harassment, discrimination and retaliation. Such behaviors are unacceptable and will not be condoned or tolerated on the part of any employee. All Directors must be familiar with and in compliance of the District's Policy prohibiting such behaviors. All new Directors shall participate in Harassment, Discrimination and Retaliation Training within one year of joining the Board, if they have not already done so.
- Give staff and contemporaries the respect and consideration due to skilled professional personnel.

Responsibilities

Directors are responsible for monitoring the progress in attaining District goals and objectives while pursuing its mission.

Directors shall practice the following procedures:

- In seeking clarification on informational items, Directors may directly approach the Fire Chief or appropriate staff to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
- In handling complaints from residents and property owners of the District, said complaints shall be referred directly to the Fire Chief.
- In handling items related to safety, concerns for safety, or hazards Directors shall report according to following chain of command and report such items to the following:
 1. Fire Chief
 2. Battalion Chief
 3. Duty Fire Captain

Chain of Command is dependent upon operational staff availability. If unavailable, emergency situations shall be dealt with immediately by seeking appropriate assistance.

In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finance, and programming, said concerns shall be referred directly to the Fire Chief or Clerk to the Board. When approached by District personnel concerning specific District policy, Directors should direct inquiries to the appropriate staff supervisor. The chain of command should be followed.

The work of the District is a team effort. All individuals shall work together in the collaborative process, assisting each other in conducting the affairs of the District. Directors shall be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.

Directors function as a part of the whole. As such, issues shall be brought to the attention of the Board as a whole, rather than to individual members selectively.

Directors shall be expected to serve on ad hoc committees as established. These committees are two (2) Director fact-finding committee established for the purpose of making recommendations to the full Board on modifications to current policies and related Fire District business.

5.8 Board Director Discipline

The Board reserves the right to censure, criticize, disapprove or condemn actions taken by individual Board members if their actions exceed the grounds of authority conferred upon Directors by the law or, if by their actions, they fail to fulfill their fiduciary duty to the District.

The right to censure a fellow elected official is established by case law. Censure is a disciplinary matter and, as such, the person who is proposed for censure has a right to due process (i.e. hearing on the charges). The Board may also pass resolutions criticizing, disapproving or condemning a Board member for his/her conduct and that does not require a process hearing beforehand.

5.9 Board and District Public Communication

The Fire Chief, or his designee, is the spokesperson for the District when dealing with the media. In the course of normal events, Directors should refer inquiries to the Fire Chief. The Fire Chief and the Board should strive to be in agreement regarding the public posture of the District. Where possible it is desirable for the Board to have a unified position (e.g. "Board position") that may be communicated to the public through the media. If it is necessary for the Board to make a separate statement to the media, that responsibility should rest with the Board President or his/her designee.

Internal District information shall not be distributed to the media without the permission of the Fire Chief. Directors, as elected officials, have all of the rights and privileges of any private citizen to speak with the media. If a Director finds it necessary to speak to the media regarding the Fire District, that member should be clear that he/she is speaking as an individual Director and not as a spokesperson for the Board. In order to speak for the Board, any individual Director must be authorized by the Board. When speaking to the media on matters not related to the Fire District, any Director shall clearly state that he/she is speaking as a private citizen and not as a Director.

5.10 Board Philosophy for Fire District Reserves and Fund balance

The Government Accounting Standards Board (GASB) adopted Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. GASB Statement No. 54 changes the fund balance reporting definitions. The changes are effective for financial statement for periods beginning after June 15, 2010.

There are now five components of fund balance:

1. Nonspendable fund balance
2. Restricted fund balance
3. Committed fund balance
4. Assigned fund balance
5. Unassigned fund balance

The Fire District's policy is to maintain a fund balance that is at least 20% of anticipated Operating expenditures. Its purpose is to maintain the Fire District's credit worthiness and adequately provide for:

- Cash Flow Requirements
- Contingencies for unforeseen or operating capital needs
- Economic uncertainties, local disasters or catastrophic events or other financial hardships or downturns in local, state or national economy

Committed fund balance

Contingency for Operations

For the general fund, the District shall commit 10% of the approved operations budget, if available, for unforeseen or operating or capital needs.

The circumstances in which the operational contingency may be spent include an unanticipated budgetary shortfall or an unforeseen emergency not immediately covered by liability, property or other insurance. The operational contingency should be used to cover one-time expenditures or incidents, not to meet ongoing operational expenditures. Use of the operational contingency shall be approved by the Board by formal resolution.

For future capital projects, the amounts are committed to future capital projects that may be uncommitted and/or redirected by the Board by formal resolution.

Assigned fund balance.

The assigned fund balance is based on intended use and can be made by the Board by formal resolution or as part of the annual budget, which is adopted by formal resolution. Examples of uses that may be assigned fund balance include but are not limited to the purchase of furniture, fixtures, equipment, contracts, deferred maintenance and refurbishments.

5.11 Fire District Board Employee Compensation Policy

The Fire Board values its represented and unrepresented employees and seeks to provide equitable compensation for each group and classification. The District’s Board of Directors may observe this policy when adopting compensation plans and contracts covering District employees.

Principle No. 1 – Recruitment and Retention: Compensation should, when economically feasible, be set at a level sufficient to recruit and retain employees who are qualified and committed to provide high quality services to the community. One critical measure of whether compensation meets this criterion is whether there are a sufficient number of qualified applicants for advertised job openings.

Principle No. 2 – Fairness: The Board may strive to ensure its compensation program is fair and equitable from all legitimate perspectives, including the perspectives of the community, labor and management. The District may choose to survey public and private employers to evaluate the appropriateness and fairness of its compensation program. The Board is directly accountable to the District’s constituents, and the Board accordingly retains the discretion to determine the fairness of all compensation programs.

Principle No. 3 – Transparency: Compensation for all District employees should be 100% transparent – i.e., the public should be able to see all pay elements, including the cost of all health, pension and welfare benefits, applicable to each employee. District pay packages should be simple and easily understood. Safeguards must be in place to prevent abuses such as pension spiking and maximizing overtime through manipulation.

Principle No. 4 – Fiscal Sustainability: All compensation commitments must be made consistent with principles of fiscal sustainability and to ensure the District’s long term success in achieving its mission. Compensation adjustments must not compromise the District’s ability to successfully meet its ongoing and future financial commitments. The Board may observe its Labor Relations Policy and Plan.

Principle No. 5 – Accountability: All compensation commitments must be expressly delineated and are subject to formal approval by the Board of Directors. The Board will not abide “implied” or unwritten contracts, or unspecified “past practices,” that purport to require employee compensation.

Principle No. 6 – Performance Based Pay: Whenever reasonably possible, compensation may be tied to merit and performance. The District may not permit pay increases based merely on the length of employment.

Principle No. 7 – Economic Climate: The District may consider the overall economic climate and condition affecting the District and its constituents when setting compensation levels, including regional economic indicators such as the rate of unemployment, inflation, current and projected revenues, and the District’s anticipated ability to pay in the long term.

Principle No. 8 – Legal Compliance: The District will ensure that its pay practices comport with the Fair Labor Standards Act and, to the extent legally applicable, State law. The District renews its commitment to negotiate in good faith with labor pursuant to the Meyers-Milias-Brown Act (“MMBA”), and to abide by all requirements of the MMBA.

Principle No. 9 – Flexibility: The District may strive to remain flexible and innovative in light of changing conditions and improving technologies, and may continually re-evaluate its pay practices to ensure they are consistent with best practices.

5.12 Collective Bargaining Agreement

It is the policy of the District Board to engage in discussions for the purpose of reaching agreements with recognized employee groups (Represented Safety, Unrepresented Miscellaneous, Unrepresented Safety,

Unrepresented Confidential and Chief Officers), as required by the Meyers-Miliias-Brown Act (MMBA).

The Personnel Committee is responsible for negotiations with employee groups but can also delegate negotiations to:

1. The Fire Chief
2. A contract negotiator/ or Designee

During contract negotiations, Board members shall limit communication with the bargaining group on matters pertaining to the negotiation. Board members shall not negotiate directly with represented labor groups and cannot agree to anything as an individual or on behalf of the Board while bargaining is underway.

To outline for salaries, working conditions and benefits, the District enters into Memorandum of Understanding (MOU) with represented safety employees and chief officers and resolutions for unrepresented miscellaneous, unrepresented confidential employees.

MOUs, including side letters and resolutions are of no force or in effect until such matters are submitted to, and approved by, the District Board of Directors.

5.13 Sunshine Policy

It is Board Policy to be open and transparent in accordance with the law. Accordingly, any collectively bargained labor agreement between the District and a recognized employee association shall be in full compliance with the follow:

1. Section 7507

Cal. Gov't Code § 7507 (2001) requires city and county entities to "...secure the services of an enrolled actuary to provide a statement of the actuarial impact upon future annual costs before authorizing increases in public retirement plan benefits. The future annual costs as determined by the actuary shall be made public at a public meeting at least two weeks prior to the adoption of any increases in public retirement plan benefits." Section 7507 was amended in 2009 to require that an actuary be present at the public meeting and that the adoption of any benefit be on a regular calendar, as opposed to a consent calendar.

2. Section 23026

Cal. Gov't Code § 23026 (2001) contains four separate requirements that a Board of Directors of any local pension system must fulfill before enhancing pension benefits. It states that the Board of Directors:

- ▶ "shall make public, at a regularly scheduled meeting of the board, all salary and benefit increases that affect either or both represented employees and non-represented employees;"
- ▶ "shall" include "[n]otice of any salary or benefit increase . . . on the agenda for the meeting as an item of business;"
- ▶ "shall" provide that notice "prior to the adoption of the salary or benefit increase;" and
- ▶ "shall include an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system."

3. Section 31515.5

Consistent with Section 23026, Cal. Gov't Code § 31515.5 (2001) requires the Board of Directors to notice, at a regularly scheduled meeting, all salary and benefit increases. It authorizes the preparation of an actuarial estimate on the impact of the salary and benefit requirements. Specifically, the mandatory language provides that the Board of Directors:

- ▶ "shall make public, at a regularly scheduled meeting of the board, all salary and benefit increases that affect either or both represented employees and non-represented employees;"
- ▶ "shall" include "[n]otice of any salary or benefit increase . . . on the agenda for the meeting as an item of business;"

4. Section 31516

Like Section 7507, Cal. Gov't Code § 31516 (2001) requires that the Board of Directors:

- “shall” hire an “actuary to provide a statement of the actuarial impact upon future annual costs before authorizing benefits.” It also provides that the actuary’s report
- “shall be made public at a public meeting at least two weeks prior to the adoption of any increases in benefits.”

ARTICLE 6: DELEGATION OF BOARD AUTHORITY

The Fire District Board has primary responsibility for the approval of District plans and procedures and for the appraisal of the ways in which these decisions are implemented and results obtained. The Board recognizes its authority to delegate specific responsibilities to the Fire Chief for the implementation of the programs and services of the District.

The implementation of policies and programs adopted by the Board of Directors will be clearly delegated to the Fire Chief. The delegation of this responsibility to the Fire Chief requires that the Board develop very clear, specific and measurable expectations of this position. These steps are necessary to ensure completion of tasks that may be then reassigned to other staff once the Board and Fire Chief roles and responsibilities are clarified.

6.1 Responsibilities of Fire Chief to the Board

The Fire Chief shall serve as the General Manager or Chief Executive Officer of the Fire District. Responsibilities of the Fire Chief may include:

1. Preparing the agenda in collaboration with the Clerk to the Board and Board President for each meeting, attending all Board meetings, unless excused, and participating in deliberations of the Board as required.
2. Bringing to the attention of the Board matters requiring its consideration.
3. Reporting periodically to the Board on the progress of the programs in the District.
4. Addressing personnel, financial and capital improvement matters under the direction of the Board.
5. Reporting to the Board, appointments, demotions, transfers and dismissals in accordance with the policies of the Board as applicable.
6. Provide for succession planning for management and personnel within the District.

6.2 Fire Chief Delegation

The Fire District Board delegates to the Fire Chief the function of specifying the required actions and designing the detailed arrangements under which the Fire District will be operated. Such administrative policies and procedures will detail the operations of the Fire District.

6.3 Fire Chief Administrative Actions

When action must be taken within the Fire District where the Board has provided no guidelines for administrative action, the Fire Chief shall have the power to act, but the decisions shall be subject to review by the Board at its next regular meeting. It shall be the duty of the Fire Chief to inform the Board promptly of such action and of the possible need for policy or rule.

6.4 Fire Chief Reporting Process – Fire Fatalities

Whenever a fire fatality occurs in the Fire District, the Fire Chief and Board President, if available shall notify the Board officers. The Fire Chief will ensure an investigation of the incident is completed and provide a written report to the Board.

ARTICLE 7: FIRE DISTRICT BOARD MEETINGS

It is the policy of the South Lake County Fire Protection District Board that all meetings shall be conducted in accordance with California and Federal statutes and rules, the decisions of the courts, and with proper regard to "due process" procedures. In so doing, the Board will seek information from staff and other sources, as appropriate, before decisions are made on policy and procedural matters. (California Gov't Code §54950 et seq.)

The conduct of meetings shall, to the fullest possible extent, enable Directors to:

- Consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems; and,
- Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the President finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business without the audience present.

- In such an event, only matters appearing on the agenda may be considered in such a session.
- After clearing the room, the President may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.
- Duly accredited representatives of the news media, whom the President finds not to have participated in the disruption, shall be admitted to the remainder of the meeting.

7.1 Meeting Location

Regular meetings of the Board of Directors shall be held on the third Tuesday of each calendar month at 7:00 p.m. in the Board Room of the Middletown fire station located at 21095 State Highway 175, Middletown, California. Because conflict occasionally arise, the Board may take action to reschedule the date of a regular meeting. This action should take place at the regular meeting preceding the meeting to be scheduled.

The President and Fire Chief or designee shall insure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

7.2 Regular Meetings

At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the South Lake County Fire Protection District Administration Office and are open to the public, except as provided for Closed Sessions. Notice of all meetings and a copy of the proposed agenda shall be sent to all persons making request in writing and will be made available to the news media prior to the date of the meeting in accordance with the Brown Act, with an additional posting of the agenda to the South Lake County Fire website. A nominal fee may be charged for copies of public records in accordance with rules established by the Board of Directors.

It shall be the policy of the Fire District Board to recognize itself as a policymaking body that deliberates at regularly scheduled meetings and each Board member shall make a diligent effort to be present and participate fully.

It is the intent of the Fire District Board to encourage attendance and participation at Board meetings by all interested persons and residents of the District.

Meetings may include a closed session as necessary.

7.3 Special Meetings

The Board President may call a Special Meeting. A majority may meet without providing notice to the public in order to call a Special Meeting. Only those item of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

An agenda shall be prepared as specified for regular Board meetings and shall be posted at least twenty-four (24) hours prior to the special meeting (California Gov't Code §54956). All Directors, the Fire Chief, and, if required, District Counsel and staff shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least twenty-four (24) hours prior to the meeting. Each local newspaper of general circulation in the District and radio and television stations, organizations, and property owners who have filed writing request for notice of special meetings pursuant to the Ralph M. Brown Act (California Gov't Code §54954.1) shall be delivered notice personally or by any other means shall be at least twenty-four (24) hours before the tie of the meeting as specified in the notice.

7.4 Emergency Meetings

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required in 5010.21 and 5010.23 above. An emergency situation is defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the Board of Directors (California Gov't Code §54956.5). A dire emergency is defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requires the Board of Directors to provide one (1) hour notice before holding an emergency meeting under California Gov't Code §54956.5 (b)(1) may endanger the public health, safety, or both, as determined by a majority of the Board of Directors.

Each local newspaper of general circulation in the District and radio and television stations, organizations, and property owners who have requested notice of special meetings pursuant to the Ralph M. Brown Act [California Gov't Code §54956.5 (b)(2)] shall be delivered notice personally or by any other means and shall be at least one (1) hour prior to the emergency special meeting by the President of the Board of Directors or designee thereof, or in the case of a dire emergency, at or near the time that the President or designee notifies the Board of Directors of the emergency meeting. This notice shall be given by telephone, and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirement of one (1) hour is waived, and the President or designee shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

No closed session may be held during an emergency special meeting, and all other rules governing special meetings shall be observed with the exception of the twenty-four (24) hour notice. The minutes of the emergency special meeting, a list of persons the President or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the District office as soon after the meeting as possible.

7.5 Adjourned Meetings

A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the Clerk to the Board of Directors may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in 5010.21 above and pursuant to California Government Code §54955.

7.6 Ad-Hoc Committees

Ad hoc committees shall meet as necessary in accordance with their specific mission and purpose. An Ad hoc committee generally has a limited purpose and/or a limited span or time frame. These committees exist as long as necessary to accomplish their goal after which they are disbanded. There are no notice or agenda requirements for ad-hoc committees. As with all Committees, the maximum number of directors that may be on an ad hoc committee is two. No minutes are required from an ad-hoc committee.

7.7 Study Sessions/Workshops

Study sessions/workshops may be scheduled from time to time to allow the Board to focus closely on a particular subject. The notice and agenda requirements for a Study Session are the same as those for a regular Board meeting. A Study Session may be a closed meeting if it meets the requirements. No minutes are required for a Study Session. No action may be taken at a Study Session except providing direction to staff.

7.8 Agendas

The agenda review panel will consist of the President, Fire Chief and Clerk. Any Director may request any item be placed on the agenda and shall submit to the Clerk in writing or by submitting a completed Agenda Item Request Form together with any supporting documents and information no later than 5:00 P.M. at least ten (10) days prior to the meeting date.

The order of business for each regular meeting, unless otherwise ordered by the Board, shall be as follows: 1) Consent Calendar, to include items expected to be routine and non controversial, i.e. minutes, warrants; 2) Communications, to include Directors' activity, committee reports, fire chief's report, financial report, written correspondence, and reports from associations, i.e. volunteer association, fire sirens, fire safe council; 3) Regular Items; 4) Citizen's Input; 5) Closed Session, if necessary, and as defined under California Government Code §54954.5.

Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

1. The request must be submitted in writing or by submitting a completed Agenda Item Request Form to the Clerk together with any supporting documents and information at least ten (10) business days prior to the date of the meeting;
2. The Fire Chief and Board President shall be the sole judge of whether the public request is or is not a "matter directly related to District business."
3. The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters that are not on the agenda, which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting (California Government Code §54954.2).

Consideration of items not appearing on the posted agenda, if necessary, requires Board action as follows prior to consideration: 1) a determination by a majority vote of the board that an emergency situation exists (as defined in California Government Code §54956.5; or 2) a determination by a two-thirds vote of the Board or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the Fire District subsequent to the agenda being posted.

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At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes, but is not limited to, all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District office.

The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting in the same location.

7.9 Closed Sessions

A Closed Session is a part of a meeting where no member of the public may be present. Only the following topics are grounds for calling a closed session Government Code Section 54953 (b) (3):

- Personnel Matters: Appoint, employ, evaluate performance, discipline, dismiss or release an employee
- Pending or Anticipated Litigation
- Labor Negotiations
- Real Property Negotiations
- Public Security
- License Application by persons with criminal record
- Liability Claims
- Trade Secrets
- Charges or complaints involving information protected by federal law
- Conference involving Joint Powers Agency
- Audit by Bureau of State Audits

The Brown Act states that the legislative body of any local agency shall publicly report actions taken in closed session as well as the vote or abstention on that action of every member present.

7.10 Quorum

A quorum is the minimum number of members of a deliberative body necessary to conduct the business of the Fire District Board. For South Lake County Fire Protection District, it must have a quorum to take action, and a quorum is established when three (3) Board members are in attendance. A meeting of less than a quorum is not an official meeting, nor is it governed by public meeting laws.

7.11 Public Comments

Public comment is encouraged at all Board meetings. Any person requesting to speak is advised to fill out a speaker request card but is not required to do so. Public comment is limited to five (5) minutes per speaker, and maximum of twenty (20) minutes, which may be waived or modified by the Board President. The agenda will emphasize the right to public comment by including the following phrase as a preamble to the public comment section: “A fundamental element of democracy is the right of citizens to address their elected representatives, therefore...”

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be followed.

No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

D R A F T

No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against employees shall be submitted to the Board of Directors under provisions contained in Policy Number 1030 Public Complaints.

There are three opportunities for public comment:

Public Comment #1

On the agenda, under “Open Time for Public Comment”, the public may address the Board on any subject NOT listed on the agenda. Each speaker may address the Board once under Public Comment for a limit of three minutes. Speakers will be asked but are not required to clearly state their name and address or political jurisdiction where they live. The Board cannot act on items that are not listed on the agenda and, therefore, the Board cannot respond to non-agenda items brought up under Public Comment other than provide general information. This will generally take place before the consideration of the Consent Calendar.

Public Comment for Agenda Items #2

District policy ensures members of the public the opportunity to speak to any regular or special meeting agenda item before final action. This opportunity to speak is during the public discussion portion of each agenda item and must be related to matters under consideration for that agenda item.

Public Comment #3

Under Public Comment #2, the public may address the Board if they were unable to do so during Public Comment #1. The same caveats apply.

7.12 Presiding Board Meeting

The Board President shall normally preside at meetings of the Board. In the absence of the Board President, the Board Vice-president shall preside. In the absence of both the President and the Vice-president, the first order of business at the Board meeting shall be the appointment, by the Board members present, of a presiding Board member to chair the meeting.

ARTICLE 8: MEETING MINUTES, PUBLIC RECORDS

8.1 Board Meeting Minutes

The Clerk to the Board of Directors shall keep minutes of all regular and special meetings of the Board but minutes shall NOT be taken of Closed Sessions or Study Sessions. The Clerk is authorized by the Board of Directors to attend the closed sessions. (*Ref: Res. No. 2008-07 12-19-07*)

The official records of the meetings are the approved typed minutes. The official minutes of the regular and special meetings of the Board shall be kept in a secured office with easy access for the public review during normal business hours and shall provide information as required by law and Board policies. For convenience, an additional posting of the Board agendas, minutes and meeting packet shall be posted on the South Lake County Fire Protection District website at www.southlakecountyfire.org.

Copies of said minutes shall be made for distribution to Directors with the agenda for the next regular Board Meeting.

Motions, resolutions or ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action was unanimous.

The minutes of Board meetings may be maintained, but not limited to, as suggested hereinafter outlined:

- › Date, place, and type of each meeting.
- › Directors present and absent by name.
- › Call to order.
- › Pre-adjournment departure of Directors by name, or if absence takes place when any agenda items are acted upon.
- › Adjournment of the meeting.
- › Record of written notice of special meetings.
- › Record of items to be considered at special meetings.
- › Approval or amended approval of the minutes of preceding meetings.
- › Complete information as to each subject of the Board's deliberation.
- › Complete information as to each subject including the roll call record of the vote on a motion
- › All Board resolutions and ordinances in complete context, numbered serially for each fiscal year.
- › A record of all contracts entered into.
- › All employments and resignations or terminations of employment within the District.
- › A record of all bid procedures, including calls for bids authorized, bids received and other action taken.
- › A record by number of all warrants approved for payment.
- › Adoption of the annual budget.
- › Financial reports, including collections received and deposited and sales of District property, shall be presented to the Board every month.
- › A record of all important correspondence
- › A record of the Fire Chief's report to the Board.
- › Approval of all policies and Board-adopted regulations.
- › A record of all visitors and delegations, as well as subjects presented, appearing before the Board.

8.2 Clerk to the Board

The Clerk to the Board performs various administrative and managerial duties. These duties shall be but are not limited to those required by law and all duties devolving upon such office, keeping a true and complete record of the proceedings of the Board, preparation of the Board agenda, facilitation of the execution of official and legislative processes, which includes provisions of the Political Reform Act of 1974, attesting to the passing of resolutions and ordinances, having full charge of all the books, documents and papers which properly belong to that office, and participating in Board meetings.

8.3 Board Meeting Minutes - Public Record

The official minutes of Board meetings, including supporting documents, shall be open to inspection by the public at the headquarters fire station located at 21095 State Highway 175, Middletown, California during regular business hours. The public shall contact the Clerk to the Board to request a time to inspect District documents.

8.4 Public Records Process

The Fire District recognizes the right of any member of the public to inspect nonexempt public records, limited only by rules of reasonableness, and in accordance with guidelines established by California State Law. When access to District records is granted, examination will be made in the presence of the record custodian regularly responsible for maintenance of the files or by a staff member designated by the Fire Chief. In accordance with the Public Records Act, certain records, including personnel records, are not included in the category of records to which the right of access may be granted by the Fire District.

8.5 Board Electronic Communications Policy

The purpose of the Board Electronic Communications Policy is to ensure the proper use of the District technologies. The Electronic Communication Policy covers such items as Personal Use, Protocol for Use, Unauthorized Purposes, Authorized Hardware and Software Configurations, Data Backup, Security, Internet Use, Shared Resources, the Public Records Act, Confidentiality, Privacy and Misuse.

Each member of the District's Board of Directors will be provided with an email account on the District's system. The District's website provides the public with a link to these email accounts and the business cards provided to each Board member also includes the District email address. Members of the Board of Directors should use only their District email accounts for all District business and should not use their personal or business email accounts for this purpose.

The District will retain all incoming and outgoing email messages from the Board of Directors email accounts on the District's system for two years. These email messages are public records and are subject to disclosure under the provisions of the Public Records Act, with rare exception.

ARTICLE 9: RULES OF ORDER DURING MEETINGS

The Board President is responsible for the maintenance of order and decorum at all times. No person is allowed to speak whom the Board President has not first recognized, and all questions and remarks shall be addressed to the President. Board meetings are held in accordance with Robert's Rules of Order, Parliamentary Procedure.

9.1 Points of Order

The Board President shall determine all Points of Order subject to the right of any member to appeal to the entire Board. If any appeal is taken, the question shall be, "Shall the decision of the Board President be sustained?" In which event a majority vote shall govern and conclusively determine such question of order.

9.2 Decorum and Order - Board Directors

Any Director desiring to speak shall address the President and, upon recognition by the President, shall confine himself/herself to the question under debate.

- A. A Director desiring to question the staff shall address his/her question to the Fire Chief who shall either answer the inquiry himself or to designate some member of his staff for that purpose.
- B. A Director, once recognized, shall not be interrupted while speaking unless called to order by the President, unless another Director raises a Point of Order, or unless the speaker chooses to yield to questions from another Director.
- C. Any Director called to order while he is speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed. If ruled to be not in order, he/she shall remain silent or shall alter his remarks so as to comply with rules of the Board.
- D. Directors shall at all times conduct themselves with courtesy to each other to staff and to members of the audience present at Board meetings and public sessions.
- E. Any Director may invite any members of the public to speak at a Board meeting during the period reserved for public comment.

9.3 Decorum and Order - Employees

Members of the administrative staff and employees of the District shall observe the same rules of procedure and decorum applicable to Board Directors.

9.4 Conflict of Interest

All Board Directors are subject to all provisions of California law relative to conflicts of interest and to conflict of interest codes adopted by the Board. Any Board Director prevented from voting because of a conflict of interest shall state the basis for the conflict, recuse him/herself and leave the room for the duration of the debate and vote on the item.

9.5 Limitation of Debate

No Board Director normally should speak more than once upon any one subject until every other Board Director choosing to speak thereon has spoken. No Board Director shall speak for a longer time than five (5) minutes each time he/she has the floor, without the approval of a majority vote of the Board.

9.6 Dissents, Protests, and Comments

Any Board Director shall have the right to express dissent from, protest to or comment upon any action of the Board and have the reason entered in the minutes. If such dissent, protest or comment is desired to be entered in the minutes, this should be made clear by language such as, "I would like the minutes to show that I am opposed to this action for the following reason. . .".

9.7 Rulings of Board President Final Unless Overruled

In presiding over meetings, the Board President, Vice President or temporary President shall decide all questions or interpretation of these rules, points of order or other questions of procedure requiring rulings. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the Board Directors present and voting, and shall be binding and legally effective (even though clearly erroneous) for purposes of the matter under consideration.

9.8 Actions Not Invalidated

Failure to strictly comply with these Rules of Procedure shall not invalidate any action taken by the District Board.

9.9 Actions

The Board may act only by motion, resolution or ordinance. For example: Board actions setting rules for long-term application are taken by ordinance, whereas routine business and administrative matters which are usually more temporary in nature are accomplished by resolutions.

The motion is a simple device to place a matter before the Board for consideration. It is a procedural device rather than a written document. Motions should not be used to adopt or approve a matter that is a lasting effect beyond the meeting itself. The motion (assuming it was one which passed) is a Board action which is recorded simply by an item entry in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

Actions by the Board of Directors include but are not limited to the following:

- Adoption or rejection of regulations or policies.
- Adoption or rejection of a resolution.
- Adoption or rejection of an ordinance.
- Approval or rejection of any contract or expenditure.
- Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of personnel.
- Approval or disapproval of matters, which require or may require the District or its employees to take action and/or provide services.

Action can only be taken by the vote of the majority of the Board of Directors. Three (3) Directors represent a quorum for the conduct of business. Actions are taken at a meeting where only a quorum is present and require all three (3) votes to be effective (unless a 4/5 vote is required by policy or other law). This policy applies to abstentions from voting. A member abstaining in a vote is considered as absent for that vote.

The Board may give directions, which are not formal action. Directions do not require formal procedural process. Such directions include the Board's directives and instructions to the Fire Chief.

9.10 Processing of Motions

When a motion is made and seconded, it shall be stated by the Board President before debate. A motion so stated shall not be withdrawn by the mover without the consent of the person seconding it.

9.11 Motions Out of Order

The Board President may at any time, by majority consent of the Board, permit a member to introduce an ordinance, resolution, or motion out of the regular agenda order.

9.12 Precedence of Motions

When a motion is before the Board, no motion shall be entertained except the following, which shall have precedence in the following order:

- A. Adjourn
- B. Fix hour of adjournment
- C. Table
- D. Limit or terminate discussion
- E. Amend
- F. Continue
- G. Reconsider

A. Motion to Adjourn - Not debatable

A motion to adjourn shall be in order at any time, except as follows:

- › When repeated without intervening business or discussion
- › When made as an interruption of a Member
- › When discussion has been ended and vote on motion is pending
- › When a vote is being taken a motion to adjourn "to another time" shall be debatable only as to the time to which the meeting is adjourned.

B. Motion to Fix Hour of Adjournment - Not debatable

Such a motion shall be to set a definite time at which to adjourn and shall not be debatable and amendable except by unanimous vote.

C. Motion to Table - Not Debatable

A motion to table shall be used to temporarily by-pass the subject. A motion to table shall not be debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next regular meeting.

D. Motion to Limit or Terminate Discussion - Not Debatable

Such a motion shall be used to limit or close debate on, or further amendment to, the main motion and shall not be debatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

E. Motion to Amend - Debatable

A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and voted on before a vote on the amendment. Amendments shall be voted first, then the main motion as amended.

F. Motion to Continue - Debatable

Motions to continue to a definite time shall be amendable and debatable as to propriety of postponement and time set.

G. Reconsideration - Debatable

Any Board Member who voted with the majority may move a reconsideration of any action at the same or next meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent to the Board.

9.13 Voting Procedure

In acting upon every motion, the vote shall be taken by voice or roll call or any other method by which the vote of each Board Director present can be clearly ascertained. The vote on each motion shall then be entered in full upon the record. The order of voting shall be alphabetical with the Board President voting last. The Clerk shall call the names of all members seated when a roll call vote is ordered or required. Directors shall respond “aye” or “no” or “abstain.” Any Board Director not audibly and clearly responding “no” or “abstain” or otherwise registering an objection shall have his vote recorded as “aye.”

9.14 Tie Votes

Tie votes shall be considered a no vote or denial.

ARTICLE 10: PROCEDURE FOR ADOPTING A RESOLUTION

Resolutions express policy or opinion of the Board or to approve an action such as a contract or major expenditure of funds. A resolution should not be used for the adoption of law or policy that applies to the residents of the District. A resolution may be used for the adoption of internal regulations such as personnel rules.

Actions of the Board on matters of policy or procedure of a less formal nature than the subject of an ordinance are taken by resolution, which is effective upon adoption. Ordinarily, resolutions should be prepared in advance. The procedure for adoption is:

- A. Motion
- B. Second
- C. Discussion
- D. Vote, pursuant to the methods set out for motions
- E. Result declared

When a resolution has not been prepared in advance the Board may adopt the resolution by title. In that case, the Clerk to the Board or designee shall prepare the form of the resolution for presentation at the next meeting.

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ARTICLE 11: PROCEDURE FOR ADOPTING AN ORDINANCE

Ordinances adopt laws and are subject to the statutory adoption processes. The statutory adoption process must be strictly followed, or the ordinance may be found invalid. Ordinances are long-term, directly affect the public and subject to initiative and referendum laws and are used to adopt laws.

Ordinances of the District shall be adopted by the Board pursuant to Government code Sections 25120 et seq.

All ordinances shall be placed on the agenda for regular meetings by title and a brief description of content. (An exception is an urgency ordinance, which may be adopted at a special meeting.) The procedure for adoption is:

- A. Discussion
- B. Introduction/first reading of the ordinance. A motion to waive the reading of the entire ordinance and read the ordinance title and number only, must be carried by a majority.

A reading by title by the Clerk of the Board motion to introduce:
 - a) Moved by:
 - b) Seconded:
 - c) Carried by:
- C. Adoption/seconding reading of the ordinance must occur at least five (5) days after the first reading. The Board will follow the same steps as the introduction/first reading of the ordinance.

Except as specified by law, ordinances become effective 30 days after final passage providing the ordinance has been published one time in a newspaper of general circulation published in the District.

ARTICLE 12: FIRE DISTRICT LEGAL COUNSEL

It shall be the responsibility of the District Board to select legal counsel to represent the legal needs of the District. The Board shall recognize its responsibility to seek the advice of legal counsel whenever it is unclear regarding legal questions or whenever an action being considered by the Board may result in placing the District in legal jeopardy.

Legal counsel for the Fire District shall be in attendance either in person or via teleconference for Regular Fire District Board Meetings when legal advice, contract consultation, and/or Closed Session interactions deem it necessary by the Board President or the Fire Chief.

In keeping with District Policy and fiscal responsibility, all legal counsel contact shall have prior approval by the Board President and/or Fire Chief for matters requiring a legal interpretation.



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

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

DATE: September 15, 2023
TO: Board of Directors
FROM: Gloria Fong
Staff Services Analyst
SUBJECT: Tower Inspection

Presented for the Board's consideration is approval of below findings and acceptance Quote #323280, and authorization for Fire Chief or designee to execute Tower Inspection Quote in amount of \$14,000.

Per the district's policy, it is to follow the guidelines set forth in Public Contract Code §20812 (attached) for contracting for special services.

Findings:

- 1) §20812(a) cites 'special services shall be limited to....., and other services which are incidental to the operation of the district.'
- 2) §0812(b) it is to follow the contracting and purchasing procedures which apply to the county government of its principal county. https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=20812.
- 3) Lake County Code Chapter 2, Article X https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI §2-38 cites "Exemptions from Competitive Bidding" when it is 'not in the public's interest' because of the 'unique nature of the goods or services precludes competitive bidding.

Attachment

Tower Inspection Quote



FIRE FACILITIES
STEEL FIRE TRAINING TOWERS

Quote #: 323280
 Date: August 23, 2023
 BILL TO: South Lake County Fire
 Address: P.O. Box 1360, 21095 Hwy. 175
 City: Middletown
 State: CA
 Zip: 95461

314 Wilburn Road
Sun Prairie, WI. 53590
ph. 800 / 929-3726
fax: 866 / 639-7012

Contact: Jordan Keesee
 Phone #: 707/987-3122
 Customer #: 31747
 Email: jordan.keesee@fire.ca.gov

SHIP TO:	
Name:	Same.
Address:	
City:	
State:	
Zip:	

QTY	Description	Part #	UNIT PRICE	EXT. PRICE
-----	-------------	--------	------------	------------

1	Non-Gas-Fired/Five Year Tower Inspection		\$14,000.00	\$14,000.00
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By: S. Mertig for Steven Harms

Sub-total	\$14,000.00
Freight	n/a
Tax*	n/a
Total	\$14,000.00

Lead times may vary depending upon items requested.
 Prices are effective for 60 days from the date of the quote.
 Payment is due, in full, 30 days from the date of shipment.
 Prices are in U.S. Dollars

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and year set forth on this page.

[BUYER]	[SELLER]
By: _____	By: _____
Title: _____	Title: _____
Duly Authorized Representative of Buyer	Duly Authorized Representative of Seller
Date: _____	Date: _____



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

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

BOARD OF DIRECTORS REGULAR MEETING MINUTES
Tuesday, August 15, 2023, at 7:00 p.m.
Located at the Middletown Fire Station Board Room,
21095 Highway 175, Middletown, CA 95461

1. *President Bostock called the meeting to order at 7:05 p.m.*
2. *Chief Duncan led the pledge of allegiance.*
3. *Present: Directors, Madelyn Martinelli, and Matthew Stephenson, Vice President Jim Comisky, and President Rob Bostock. Absent: Stephanie Cline. Also present: Unit Chief Mike Marcucci, Assistant Chief Paul Duncan, and Board Clerk Gloria Fong.*
4. **STEPHENSON/MARTINELLI MOTION** to approve agenda. *AYES: Martinelli, Comisky, Stephenson, Bostock. NOES: None. Absent: Cline. MOTION CARRIED.*
Vice President Comisky suggested and President Bostock called for a moment of silence for the recent loss in Maui.
5. Citizens' Input: Any person may speak for three (3) minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda. Total period is not to exceed fifteen (15) minutes, unless extended at the discretion of the Board.
None.
6. Communications:
 - 6.a. Fire Sirens: *Chief Duncan reports that their store has been closed due to heat and when open they're doing good business.*
 - 6.b. Fire Safe Council. *No report other than minutes in packet*
 - 6.c. Volunteer Association: *Association President Todd Fenk apologized for not attending last month's meeting. He reports tally from dinner netted \$38,000, better than they thought for not having one in long time. Group is working with Lakeport to coordinate joint training. There are 24 on books and of them 8 are seasonals with Cal Fire.*
 - 6.d. Chief's Report
Chief adds Cal Fire Incident Management Team of 67 are going to support Maui and loss of Southern California personnel.
 - 6.e. Finance Report: *Staff Services Analysts Gloria Fong reports she's been working on the direct charges, budget and posting last fiscal year final. What's new is data transfer, which she received confirmation from Auditor-Controller this morning and is to help save them staff time with data entry. Next month's agenda will include resolutions and or budget transfers for movement of funds for recently approved inventory software program and PP GEMT IGT program.*

6.f. Directors' activities report

Director Martinelli reports she and President met to review policies.

Director Stephenson has no activity to report.

Director Comisky attended productive meeting with American Medical Respons (AMR) and Chief Marcucci in napa and apologize to uniform personnel about his note to himself to also mention about crash Riverside County.

Director Bostock will get with Board Clerk to add policies to next month's agenda.

7. Regular Items:

- 7.a. Consideration for first responder of life support agreement with Napa County AMR. Placed on the agenda by Chief Mike Marcucci.

Chief Marcucci met with Napa County Operations Chief to discuss agreement and walked away with tentative funding mechanism for fire district to receive \$500 for each response of about 140 times per year. This works out to \$225 per hour with 2 hour minimum in case of transport and ambulance along with admin time, and to include increase of 3 to 5% per year. Agreement is delayed because of Supervisor deployment to support Maui. To save agencies from lawyer fees, they're reviewing AMR agreement and to bring new to come before the Board. This will be for ambulance to top of Napa County line and into Pope Valley.

Director Comisky acknowledged Chief Marcucci's eloquence in how he framed the agreement and thanked command staff for working out agreement.

- 7.b. **PUBLIC HEARING:** Consideration for approval of Resolution No. 2023-24-01, A Resolution Certifying and Requesting County of Lake to Collect Special Tax (Direct Assessments) on the 2023-2024 County Tax Rolls. Placed on the agenda by Staff Services Analyst Gloria Fong.

President Bostock opened public hearing at 7:20 p.m. Hearing no comments or questions, he called for motion.

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

- 7.c. **PUBLIC HEARING:** Consideration for approval of Resolution No. 2023-24-02, A Resolution Adopting Budget for Fiscal Year 2023-2024. Placed on the agenda at the request of Staff Services Analyst Gloria Fong

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

- 7.d. Consideration for Air Conditioning System at Cobb Station 62 in amount of \$34,789.42 and authorization for Board President to execute authorization. Placed on the agenda by Chief Paul Duncan/Fire Apparatus Engineer (Paramedic) Will Clark.

Chief Duncan informed the Board the portable building came with end cap air conditioning unit, that is prone to being broke down, can see outside air in the gap and is just the way it was built, much like a portable classroom unit.

The current unit struggles to keep station warm, is loud and shakes building when running. The Jonas quote is a new unit, mini splits with less down time, more efficient, and close off walls.

This is taking units off building, finishing areas, and installing mini splits to living, dining and bedroom areas separately, heating where needing instead of using end cap. It is highest priced because of Mitsubishi brand with 12 years of warranty and mini splits.

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

- 7.e. Consideration for IamResponding Software Program for one year in amount of \$860 and authorization for Board President to execute Subscription Agreement. Placed on the agenda by Chief Paul Duncan.

Chief Duncan informed Board fire district has been operating on program on trial bases last month. One of problems with paging on CAD is them being blocked and going to spam. This is great solution to problem that has always been there.

STEPHENSON/COMISKY MOTION to approve 7e. AYES: Martinelli, Comisky, Stephenson, Bostock. NOES: None. Absent: Cline. **MOTION CARRIED.**

- 7.f. Consideration for Participation (Collection 2 of 3) in the State Department of Health Care Services Public Provider Intergovernmental Transfer (PP GEMT IGT) Program for Ground Emergency Medical Transportation Services for Calendar Year 2023 and authorization for Chief to execute. Placed on the agenda by Staff Services Analyst Gloria Fong.

COMISKY/MARTINELLI MOTION to approve 7f. AYES: Stephenson, Martinelli, Comisky, Bostock. NOES: None. Absent: Cline. **MOTION CARRIED.**

- 7.g. Consideration for Resolution No. 2023-24-03, A Resolution Approving the Department of Forestry and Fire Protection Agreement #7GF23114 for the 2023 Volunteer Fire Capacity (VFC) Grant. Placed on the agenda by Chief Duncan.

Chief Duncan informs Board grant is available to volunteer fire companies. Every year we apply with this year's application asking for \$40,000. We were approved for \$10,000.

MARTINELLI/STEPHENSON MOTION to approve 7g, AYES: Comisky, Stephenson, Martinelli, Bostock. NOES: NOES: None. Absent: Cline. **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 – July

8.b. Warrants – August

Warrants are corrected with removal of check for Lake County Risk Reduction Authority in amount of \$1,000 pushed out to next month and addition of check to Citibank in amount of \$261.39 for total of \$31,163.19.

COMISKY/MARTINELLI MOTION to approve consent as amended, AYES: Stephenson, Comisky, Martinelli, Bostock. NOES: None. Absent: Cline.
MOTION CARRIED.

9. **MARTINELLI/STEPHENSON MOTION** to adjourn meeting at 7:37 p.m. All in attendance are in favor of motion.

*Respectfully submitted by
Gloria Fong, Board Clerka:*

READ AND APPROVED BY
ROB BOSTOCK, President – Board of Directors:

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

Detail Report by Vendor, Invoice
 Run Date: 09/15/2023 01:14:35pm By: GF

Selection Criteria:
 Include Inv Batch No: SLCF 09/22/2023

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	Line Item Description	Budget Exp Acct	Line Net Amt	Req No / Descr 2
11053	ACTION SANITARY	528228	08/31/2023	PORTABLE TOILET SERVICE	STA 60 CUSTOMER OWNED	357-9557-795-18-00-60	50.00	
11053	ACTION SANITARY	528491	09/01/2023	HYGIENE SAFETY	EX6021 PORTABLE TOILET & SINK	357-9557-795-28-30-60	180.00	
11064	JENE MARIE ANDERTON	9	09/14/2023	EMS CONSULTANT	QA, REVIEW FEEDBACK (15HR)	357-9557-795-23-80-AB	1,125.00	
11064	JENE MARIE ANDERTON	9	09/14/2023	EMS CONSULTANT	EMAIL,PHONE CONVERSATION (5HR)	357-9557-795-23-80-AB	375.00	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	ATKINS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	BEVINS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	COLLETT	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	COLLINS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	COSTA	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	DANIELS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	DELONG	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	DUNCAN H	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	EMERSON	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	FANUCCHI	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	FARRES	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	FENK H	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	FENK T	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	GASS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	HEAGNEY	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	HESS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	LANNING	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	LEUZINGER	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	LOPEZ	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	MIINCH	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	MORSE	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	MYERS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	NEWSOM	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	SCALFARO	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	SMITH C	357-9557-795-03-30-G	8.32	
11054	ARBA	8518OCT2023	09/01/2023	GROUP LIFE FOR PCFS	SMITH N	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	ATKINS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	BEVINS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	COLLETT	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	COLLINS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	COSTA	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	DANIELS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	DELONG	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	DUNCAN H	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	EMERSON	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	FANUCCHI	357-9557-795-03-30-G	8.32	

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11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	FARRES	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	FENK H	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	FENK T	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	GASS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	HEAGNEY	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	HESS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	LANNING	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	LEUZINGER	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	LOPEZ	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	MIINCH	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	MORSE	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	MYERS	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	NEWSOM	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	SCALFARO	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	SMITH C	357-9557-795-03-30-G	8.32	
11054	ARBA	8518SEP2023	08/02/2023	GROUP LIFE FOR PCFS	SMITH N	357-9557-795-03-30-G	8.32	
11055	ARCHILOGIX	230266	08/31/2023	ARCHITECTURAL SVCS 7/1/23-8/31/23	STA 63 PROGRAMMING, SCHEMATIC DESIG	357-9557-795-23-80-SP	225.00	
11056	AT AND T	20384009	08/13/2023	TELEPHONE CHARGES ME 08/12/23	STA 64 TELEPHONE CHGS	357-9557-795-30-00-T4	28.45	
11056	AT AND T	20384009	08/13/2023	TELEPHONE CHARGES ME 08/12/23	STA 62 TELEPHONE CHGS	357-9557-795-30-00-T2	59.58	
11056	AT AND T	20384009	08/13/2023	TELEPHONE CHARGES ME 08/12/23	STA 63 TELEPHONE CHGS	357-9557-795-30-00-T3	59.61	
11056	AT AND T	20384009	08/13/2023	TELEPHONE CHARGES ME 08/12/23	STA 60 TELEPHONE CHGS	357-9557-795-30-00-T0	196.24	
11056	AT AND T	20384009	08/13/2023	TELEPHONE CHARGES ME 08/12/23	FS TELEPHONE CHGS	357-9557-795-30-00-TF	26.90	
11056	AT AND T	20527677	09/13/2023	TELEPHONE CHARGES ME 09/12/23	STA 64 TELEPHONE CHGS	357-9557-795-30-00-T4	27.10	
11056	AT AND T	20527677	09/13/2023	TELEPHONE CHARGES ME 09/12/23	STA 62 TELEPHONE CHGS	357-9557-795-30-00-T2	56.85	
11056	AT AND T	20527677	09/13/2023	TELEPHONE CHARGES ME 09/12/23	STA 63 TELEPHONE CHGS	357-9557-795-30-00-T3	56.92	
11056	AT AND T	20527677	09/13/2023	TELEPHONE CHARGES ME 09/12/23	STA 60 TELEPHONE CHGS	357-9557-795-30-00-T0	187.22	
11056	AT AND T	20527677	09/13/2023	TELEPHONE CHARGES ME 09/12/23	FS TELEPHONE CHGS	357-9557-795-30-00-TF	25.55	
11058	CALLAYOMI CO WATER DISTRICT	369 YB080123	09/01/2023	6" FIRE LINE	STA 60 ANNUAL	357-9557-795-30-00-W0	792.00	
11058	CALLAYOMI CO WATER DISTRICT	80 082823	09/01/2023	WATER USAGE	STA 60 (19700)	357-9557-795-30-00-W0	427.07	
11058	CALLAYOMI CO WATER DISTRICT	81 082823	09/01/2023	WATER USAGE	FS (546)	357-9557-795-30-00-WF	36.24	
11059	COBB AREA WATER DISTRICT	185 082323	08/25/2023	WATER USAGE	STA 62 BI-MONTHLY (9000)	357-9557-795-30-00-W2	172.55	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	ESTIMATE PERSONNEL SERVICES	357-9557-795-23-80-CF	-508.41	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	ESTIMATE OPERATING EXPENSE	357-9557-795-23-80-CF	-1,942.50	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	ESTIMATE ADMINISTRATION	357-9557-795-23-80-CF	-172.57	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	ESTIMATE BENEFITS	357-9557-795-23-80-CF	-7.37	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	ESTIMATE STATEWIDE PRO RATA	357-9557-795-23-80-CF	-122.67	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	PERSONNEL SERVICES	357-9557-795-23-80-CF	1,807.92	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	OPERATING EXPENSE	357-9557-795-23-80-CF	3,885.00	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	ADMINISTRATION	357-9557-795-23-80-CF	401.48	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	BENEFITS	357-9557-795-23-80-CF	26.21	
11061	DEPARTMENT OF FORESTRY AND FIRE PRO	169129	08/09/2023	Q4 ACTUAL (AMADOR) FY 2022-23	STATEWIDE PRO RATA	357-9557-795-23-80-CF	285.38	
11074	TANYA M DREW	CLEAN082523	08/31/2023	STATION CLEANING	STA 60 CLEANING	357-9557-795-18-00-60	250.00	
11062	EMERGENCY SERVICES MARKETING CORP I	2341226	08/28/2023	DISPATCH SOFTWARE SUBSCR YB 7/6/23	DISPATCH SOFTWARE SUBSCR	357-9557-795-28-30-60	860.00	
11063	FRMS	FRMS20230144	07/14/2023	WORKERS COMPENSATION 2023-2024	NONSAFETY, CLERICAL	357-9557-795-04-00-NA	3,299.00	
11063	FRMS	FRMS20230144	07/14/2023	WORKERS COMPENSATION 2023-2024	SAFETY, VOLUNTEER SALARY	357-9557-795-04-00-SW	13,628.00	

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11063	FRMS	FRMS20230144	07/14/2023	WORKERS COMPENSATION 2023-2024	SAFETY, VOLUNTEER BASE	357-9557-795-04-00-SB	12,780.00	
11063	FRMS	FRMS20230144	07/14/2023	WORKERS COMPENSATION 2023-2024	NONSAFETY, MUNICIPALITY	357-9557-795-04-00-NM	535.00	
11057	BARBARA HORST	HORSTSEP2023	09/05/2023	OPEB REIMBURSEMENT	HEALTH/DENTAL/VISION	357-9557-795-03-30-R	595.87	
	JT AUTO GLASS	W015282	08/28/2023	REPL WINDSHIELD-GOLF BALL DAMAGE	U6321 WINDSHIELD, LABOR	357-9557-795-17-00-63	0.00	
11065	LAKE COUNTY FIRE CHIEFS ASSOCIATION	2023271	08/11/2023	COUNTY WIDE EMS SYS EVALUATIONREIMB	MAY 3% (8% COMPLETE)	357-9557-795-23-80-SP	386.40	
11065	LAKE COUNTY FIRE CHIEFS ASSOCIATION	2023271	08/11/2023	COUNTY WIDE EMS SYS EVALUATIONREIMB	JUL 2% (10% COMPLETE)	357-9557-795-23-80-SP	386.40	
11066	LAKE COUNTY SPECIAL DISTRICTS	2200820 101523	08/15/2023	SEWER USAGE	STA 60 BI-MONTHLY BASE	357-9557-795-30-00-S0	59.36	
11066	LAKE COUNTY SPECIAL DISTRICTS	2202596 101523	08/15/2023	SEWER USAGE	FS BI-MONTHLY BASE	357-9557-795-30-00-SF	59.36	
11072	ROBERT LANNING	INV122035	09/07/2023	FUEL REDUCTION-AUG2023	EX6021 HIDDEN VALLEY (86HRS)	357-9557-795-28-30-60	4,128.00	RES 2023-24-XX 5GG20109
11067	LIFE ASSIST INC	95461FPD 083123	08/31/2023	EMS SUPPLIES	ORDER 57234819-1	357-9557-795-19-40-MS	4,850.90	
11067	LIFE ASSIST INC	95461FPD 083123	08/31/2023	EMS SUPPLIES	ORDER 09230566-1	357-9557-795-19-40-MS	149.58	
11068	LOCH LOMOND MUTUAL WATER	31 092223	09/22/2023	WATER USAGE	STA 64 BI-MONTHLY (BAL PR PERIOD)	357-9557-795-30-00-W4	3.00	
11068	LOCH LOMOND MUTUAL WATER	31 092223	09/22/2023	WATER USAGE	STA 64 BI-MONTHLY	357-9557-795-30-00-W4	125.00	
11060	DENNIS DAVID MAHONEY	145	08/31/2023	LANDSCAPE SERVICE	STA 60 08/10 MAINTENANCE,IRRIGATION	357-9557-795-18-00-60	130.00	
11060	DENNIS DAVID MAHONEY	145	08/31/2023	LANDSCAPE SERVICE	STA 60 08/19 MAINTENANCE,TREE TRIM	357-9557-795-18-00-60	150.00	
11060	DENNIS DAVID MAHONEY	145	08/31/2023	LANDSCAPE SERVICE	STA 60 08/31 MAINTENANCE,WEED,TREE	357-9557-795-18-00-60	150.00	
11069	OCCU MED LTD	0923858	08/31/2023	PHYSICALS	MIINCH, D	357-9557-795-28-30-P	110.20	
11070	PG AND E	699137074150821	08/22/2023	ELECTRIC CHGS	STA 62 (2974.6201KWH)	357-9557-795-30-00-E2	1,128.56	
11070	PG AND E	699137074150821	08/22/2023	ELECTRIC CHGS	FS (646.8225KWH)	357-9557-795-30-00-EF	261.57	
11070	PG AND E	699137074150821	08/22/2023	ELECTRIC CHGS	STA 64 (405.4490KWH)	357-9557-795-30-00-E4	173.18	
11070	PG AND E	699137074150821	08/22/2023	ELECTRIC CHGS	STA 60 (4790.7800KWH)	357-9557-795-30-00-E0	1,909.84	
11070	PG AND E	699137074150821	08/22/2023	ELECTRIC CHGS	STA 63 (2941.4390KWH)	357-9557-795-30-00-E3	1,119.65	
11070	PG AND E	699137074150821	08/22/2023	ELECTRIC CHGS	STA 60 LOAN PROGRAM CHARGE	357-9557-795-30-00-E0	339.44	
11071	RIDGELINE MUNICIPAL STRATEGIES LLC	2300302	09/05/2023	FIRE IMPACT NEXUS STUDY	HOURS BILLED 06/01/23-08/31/23	357-9557-795-23-80-SP	4,833.00	
11073	SOUTH LAKE COUNTY FIRE PROTECTION D	CY23PPGEMTIGT2	09/15/2023	CY2023 PPGEMTIGT 2 OF 3 CONTRIB	MC NFS #2	357-9557-795-28-48-IG	28,042.18	
11073	SOUTH LAKE COUNTY FIRE PROTECTION D	CY23PPGEMTIGT2	09/15/2023	CY2023 PPGEMTIGT 2 OF 3 CONTRIB	FFS NFS #2	357-9557-795-28-48-IG	1,233.40	
11073	SOUTH LAKE COUNTY FIRE PROTECTION D	PPE073123	07/31/2023	PAYROLL	PAYROLL	357-9557-795-09-00-00	12,090.53	
11075	US BANK VOYAGER	8690837252334	08/24/2023	FUEL	EX6021 073123 (240-9.55 TAX EXEMPT)	357-9557-795-28-30-60	230.45	
11076	WITTMAN ENTERPRISES	2307043	08/16/2023	AMBULANCE BILLING JUL 2023	AMBULANCE BILLING SVC	357-9557-795-23-80-AB	3,004.83	
11052	USBANK	VARIOUS (SEE ATTACHED)					677.13	

Check No Vendor Name
11052 U.S.BANK

Invoice Inv Date Invoice Description
VARIOUS (SEE ATTACHED)

Line Item Description

Budget Exp Acct

Line Net Amt Req No / Descr 2

12,882.97
TOTAL 118,755.19

Check No	Merchant Vendor Name	Invoice	Inv Date	Invoice Description	Line Item Description	Budget Exp Acct	Line Net Amt	Req No / Descr 2
11078	SKILES & ASSOCIATES, INC	405	08/30/2023	CONSULTATION HVL EXPANSION	SOILS/RPT/GEOTECH(2ND HALF OF RPT)	357-9557-795-23-80-SP	3,650.00	
11078	PROFILE DIVING SYSTEMS	4255	08/30/2023	WATER RESCUE GEAR REPAIR	DRY SUITS (10)	357-9557-795-17-00-60	1,307.00	
11078	HIDDEN VALLEY LAKE CSD	50050000 083123	09/01/2023	WATER/SEWER	STA 63 WATER (491)	357-9557-795-30-00-W3	84.54	
11078	HIDDEN VALLEY LAKE CSD	50050000 083123	09/01/2023	WATER/SEWER	STA 63 SEWER	357-9557-795-30-00-W3	117.47	
11078	FERRELLGAS	5007978811	08/27/2023	PROPANE TANK RENTAL	STA 64 ANNUAL FEE	357-9557-795-30-00-P4	50.00	
11078	FERRELLGAS	5007978811	08/27/2023	PROPANE TANK RENTAL	STA 60 ANNUAL FEE	357-9557-795-30-00-P0	50.00	
11078	FERRELLGAS	5007978811	08/27/2023	PROPANE TANK RENTAL	STA 62 ANNUAL FEE	357-9557-795-30-00-P2	50.00	
11078	FERRELLGAS	5007978811	08/27/2023	PROPANE TANK RENTAL	STA 63 ANNUAL FEE	357-9557-795-30-00-P3	50.00	
11078	AMAZON	6094634	08/29/2023	TABLET,ORGANIZER SUPPLIES	B1417 IPAD CASE	357-9557-795-22-70-60	53.33	
11078	AMAZON	6094634	08/29/2023	TABLET,ORGANIZER SUPPLIES	B1417 APPLE PENCIL	357-9557-795-22-70-60	94.98	
11078	AMAZON	6094634	08/29/2023	TABLET,ORGANIZER SUPPLIES	B1417 4'X3' GLASS DRY ERASE BOARD	357-9557-795-22-70-60	394.86	
11078	AMAZON	6962647	09/07/2023	FITNESS SUPPLY	COLD PLUNGE TUB	357-9557-795-38-00-60	101.86	
11078	AMAZON	7132221	08/13/2023	CHAINSAW PARTS	STA 62 GRINDING WHEEL	357-9557-795-27-00-62	51.46	
11078	HOME DEPOT	8408	09/03/2023	COOKING ITEM	STA 60 SMOKER - TRAEGER	357-9557-795-38-00-60	1,087.66	
11078	ARMED FORCE PEST CONTROL	88900	08/10/2023	PEST CONTROL	STA 62 GENERAL PEST & RODENT BAITIN	357-9557-795-18-00-62	80.00	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	M6012 BOOSTER EXTENDER	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	M6211 BOOSTER EXTENDER	357-9557-795-12-00-62	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	M6311 BOOSTER EXTENDER	357-9557-795-12-00-63	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	SPARE CELL PHONE	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	M6211 TABLET	357-9557-795-12-00-62	48.41	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	M6311 TABLET	357-9557-795-12-00-63	48.41	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	E6031 TABLET	357-9557-795-12-00-60	48.41	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	E6231 TABLET	357-9557-795-12-00-62	48.41	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	M6012 SPARE TABLET	357-9557-795-12-00-60	48.41	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	D1403 TABLET	357-9557-795-12-00-A	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	B1418 TABLET	357-9557-795-12-00-A	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	B1417 TABLET	357-9557-795-12-00-A	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	DIRECTOR TABLET	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	DIRECTOR TABLET	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	DIRECTOR TABLET	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	DIRECTOR TABLET	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	DIRECTOR TABLET	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	OFFICE TABLET	357-9557-795-12-00-60	38.01	
11078	VERIZON WIRELESS	99403020587	08/26/2023	CELLULAR SVC ME 09/26/23	OFFICE TABLET	357-9557-795-12-00-60	38.01	
11078	MENDO MILL CLEARLAKE	B084975	09/01/2023	HYDRATION SUPPLIES	B1417 COOLER -YETI 18 NVY	357-9557-795-14-00-60	343.19	
11078	CASCADE FIRE EQUIPMENT COMPANY	CM467	08/30/2023	INSIDE CAB LIGHTING-CREDIT	E6061 25' CABLE	357-9557-795-17-00-60	-10.72	
11078	STREAMLINE	D933AAE60007	09/01/2023	WEBSITE HOSTING MB 09/01/23	WEBSITE HOSTING	357-9557-795-28-30-60	355.00	
11078	CASCADE SOFTWARE SYSTEMS	INV093659	09/01/2023	ACCTG SFTWR MB 09/01/23	CLOUD HOSTING	357-9557-795-28-30-60	170.00	
11078	ZOOM VIDEO COMMUNICATIONS INC	INV218589337	09/11/2023	BOARD MTG REMOTE ACS ME10/10/23	STANDARD PRO	357-9557-795-23-80-SP	15.99	
						SUBTOTAL	12,882.97	

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

		Orig Budget	Adj Budget	Expenditures	Unencumbered Balance	% Committed	Pending Exp
795	(Budget Exp Acct) Accts Payable						
01-11	Salaries & Wages-Permanent	6,300.00	6,300.00	400.00	5,900.00	6.35	400.00
01-12	Salaries & Wages-Temporary	115,500.00	115,500.00	10,317.41	105,182.59	8.93	8,430.66
01-13	Salaries & Wages-Overtime	36,750.00	36,750.00	0.00	36,750.00	0.00	0.00
02-21	FICA/Medicare-Emplyr Share	12,600.00	12,600.00	850.48	11,749.52	6.75	706.14
03-30	Insurance	35,595.00	35,595.00	2,024.38	33,570.62	5.69	1,428.51
03-31	Unemployment Insurance	5,250.00	5,250.00	122.64	5,127.36	2.34	47.35
04-00	Workers Compensation	31,101.00	31,101.00	0.00	31,101.00	0.00	30,242.00
09-00	Payroll Clearing	0.00	0.00	37,262.95	-37,262.95	N/A	1,459.86
11-00	Clothing & Personal Supplies	25,200.00	25,200.00	365.40	24,834.60	1.45	0.00
12-00	Communications	23,100.00	23,100.00	1,548.44	21,551.56	6.70	774.19
13-00	Food	2,625.00	2,625.00	244.37	2,380.63	9.31	322.68
14-00	Household Expense	15,750.00	15,750.00	95.53	15,654.47	0.61	844.22
15-10	Insurance-Other	63,000.00	63,000.00	55,509.00	7,491.00	88.11	0.00
17-00	Maintenance-Equipment	40,215.00	40,215.00	37,375.08	2,839.92	92.94	1,688.00
18-00	Maint-Bldgs & Imprvmts	92,014.00	92,014.00	8,140.45	83,873.55	8.85	911.76
19-40	Medical Expense	48,825.00	48,825.00	3,339.26	45,485.74	6.84	5,163.15
20-00	Memberships	6,510.00	6,510.00	200.00	6,310.00	3.07	0.00
22-70	Office Supplies	3,150.00	3,150.00	665.09	2,484.91	21.11	577.50
22-71	Postage	2,751.00	2,751.00	89.90	2,661.10	3.27	137.03
23-80	Professional, Specialized Svc	4,658,761.00	4,658,761.00	16,876.24	4,641,884.76	0.36	18,300.61
24-00	Publications & Legal Ntcs	1,155.00	1,155.00	77.51	1,077.49	6.71	0.00
27-00	Small Tools & Instruments	3,675.00	3,675.00	0.00	3,675.00	0.00	51.46
28-30	Special Dept Supp & Svcs	79,720.00	79,720.00	29,739.37	49,980.63	37.30	8,206.71
28-48	Special Dept Ambulance Exp	208,600.00	208,600.00	0.00	208,600.00	0.00	29,275.58
29-50	Transportation & Travel	10,500.00	10,500.00	261.39	10,238.61	2.49	0.00
30-00	Utilities	92,925.00	92,925.00	12,535.37	80,389.63	13.49	8,327.87
38-00	Inventory Items	21,000.00	21,000.00	0.00	21,000.00	0.00	1,459.91
48-00	Taxes & Assessments	210.00	210.00	0.00	210.00	0.00	0.00
61-60	Bldgs & Imprv	0.00	0.00	0.00	0.00	N/A	0.00
62-72	Autos & Light Trucks	0.00	0.00	0.00	0.00	N/A	0.00
62-74	Cap FA-Eqt Other	0.00	0.00	0.00	0.00	N/A	0.00
62-79	Pr Yr	0.00	0.00	0.00	0.00	N/A	0.00
90-91	Contingencies	0.00	0.00	0.00	0.00	N/A	0.00
* 795 Subtotal		5,642,782.00	5,642,782.00	218,040.26	5,424,741.74	3.86	118,755.19
** Grand Total		5,642,782.00	5,642,782.00	218,040.26	5,424,741.74	3.86	118,755.19

Run Date: 09/15/2023 12:19:04pm
 Fiscal Year: 2024
 Selection Criteria: See Cover Page

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

<u>Account</u>	<u>General Ledger Acct</u>	<u>Balance</u>
357 FUND: So Lk Co Fire Prot Dist		
Current Asset accts		
Cash	357-9557-100-00-00-00	7,094,381.60
* Current Asset accts Subtotal		
Equity accts		
Fund Balance	357-9557-390-00-00-00	1,156,706.60
General	357-9557-391-01-00-00	154,702.00
Unreserved-Designated	357-9557-392-00-00-00	3,103,427.00
Equipment Reserve	357-9557-392-04-00-00	994,846.00
Medical Insurance Reserve	357-9557-392-12-00-00	224,888.00
Medical Svcs & Eqpt Reserve	357-9557-392-25-00-00	1,459,812.00
* Equity accts Subtotal		
** 357 Subtotal		
366 FUND: So Lk Co Fire Mitigation		
Current Asset accts		
Cash	366-0000-100-00-00-00	291,134.48
* Current Asset accts Subtotal		
Equity accts		
Fund Balance	366-0000-390-00-00-00	291,134.48
* Equity accts Subtotal		
** 366 Subtotal		
*** Grand Total		

*** END OF REPORT ***