



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, May 21, 2024, at 7:00 p.m.
Located at the Middletown Fire Station Board Room,
21095 Highway 175, Middletown, CA 95461

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

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

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:
4. Motion to approve agenda:
MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___
5. Citizens' Input: Any person may speak for three (3) minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda. Total period is not to exceed fifteen (15) minutes, unless extended at the discretion of the Board.
6. Communications:
 - 6.a. Fire Sirens
 - 6.b. Fire Safe Council
 - 6.c. Volunteer Association
 - 6.c.1. Swearing in and Pinning Badge for Fritz Pelobello, Justus Simon, Trever Smith, Dylan Taylor
 - 6.d. Chief's Report
 - 6.e. Finance Report
 - 6.f. Directors' activities report
7. Regular Items:
 - 7.a. Consideration for Standard Form of Agreement Between Owner, SLCFPD and Architect, Archilogix, for the Hidden Valley Lake Fire Station Expansion Project and authorization for Chief to execute agreement. Placed on the agenda by Chief Paul Duncan.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.b. Consideration for Recommended Budget for Fiscal Year 2024-2025. Placed on the agenda by Staff Services Analyst (SSA) Gloria Fong.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.c. Consideration for Resolution No. 2023-24-16, A Resolution Establishing the 2024-2025 Appropriations Limit. Placed on the agenda by SSA Gloria Fong.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.d. Consideration for Resolution No. 2023-24-17, A Resolution Increasing Reserves as a Result of Participation in the State Intergovernmental Transfer Program. Placed on the agenda by SSA Gloria Fong

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.e. Consideration for Piggyback Agreement Between SLCFPD and ImageTrend LLC, a Minnesota corporation to procure CAD Distribution and authorization for Chief to execute agreement. Placed on the agenda by Chief Paul Duncan.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.f. Consideration for Paramedic Affiliation Agreement between SLCFPD and California State University, Sacramento Paramedic Program and authorization for Chief to execute agreement. Placed on agenda by Chief Paul Duncan.

MOVED _____ SECONDED _____ YES ___ NO ___ ABSTAIN ___

7.g. Consideration for Memorandum of Understanding between SLCFPD and Clear Lake Environmental Research Center (CLERC) specifying terms of Cal Fire Wildfire Prevention Grant 5GA22203 award amount of \$200,000 to SLCFPD for purchase of haul vehicle and equipment trailer. Placed on the agenda 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. April 18, 2023 Regular Meeting Minutes

8.b. Warrants – May

8.c. Budget Transfers from professional specialized services account 357-9557-795.23-80 to cover unanticipated expenditure of 1) \$1000 in office supplies account 357-9557-795.22-70; and 2) \$1500 in capital fixed asset-eqt other account 357-9557-795.62-74.

9. Motion to Adjourn Meeting:

Posted May 17, 2024 by  Gloria Fong, Clerk to the Board of Directors

A request for disability-related modification or accommodation necessary to participate in the Board of Directors' Meeting should be made by emailing 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/81395173712>

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

Meeting ID: **813 9517 3712**

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
April 3, 2024**

Call to Order: Lewis, Peek, Englander, Erme, Wenckus, Ward, Duncan and Peter York

Previous Meeting Minutes: Approved

President's Report: Very busy schedule for April

5 th and 12 th - Middletown Market	17 th – Senior Center Luncheon
6 th – Nylander Park – Clearlake Oaks	20 th – Earth Day at Calpine
8 th – Volunteer Fair	27 th – SLFPD Open House

Treasurer's Report:

Bank Balance: \$7119.68

Expenses: 632.00

Income: \$340.00

Correspondence:

Membership: 15

M/S/C – Lewis, Peek – Reimburse Englander for wagon for community events -\$107.24

Committee Reports:

Chipping: 6 sites

Web Site: Got hacked – fixed. Check to make sure all links work.

Facebook: Senior Center Luncheon Publicity

Publicity:

Photo Contest for Website: Deadline for entry May 15th. Reach out to Firewise Communities.

Senior Center Lunch Program: We will make presentation on April 17th.

Earth Day Event at Calpine: We will have a booth on April 20th.

Middletown Friday Market: We will have a table on April 5th and 12th.

Open House – April 27: We will have a table.

Craft Fair at Fire Station: Arrange with Cal Fire

Fire Safe Landscaping at Fire Stations: To be worked out.

Items for next meeting agenda:

Workshops: Forest Health, Pile burning. Open to more ideas.

Meeting Adjourned.

Chief Report 5/10/2024

North Division Operations:

Activity in the Division is picking up as personnel, fleet, and facilities prepare for the upcoming peak fire season. The helicopter at Boggs is now on base and available for limited response. Once the crew is in place and training is completed, they will be capable of hoist, bucket, and crew operations. Expect to see the copter doing their airborne proficiencies over the next few weeks.

Boggs Helitack is also receiving their night flying training, an ongoing process. The crews fly out of the base after sunset, fly to a training location, and then return to the base utilizing Night Vision Goggles (NVG). Boggs is not a designated 24-hour base, but they will be able to operate after dark if needed.

Camp Operations:

Both Konocti Crews and all the Fire Captains attended the Ishi Readiness Exercise in Paynes Creek. The multi-day event allows the crews to demonstrate their skills and proficiency. Testing includes an arduous hike, tool out, a fire shelter evolution, and a 300' line construction test.

Crews train extensively for several weeks before the event. If the crews are successful, they are deemed 'Typed out' and ready for fire assignments. Both Konocti Crews were successful and are ready for the upcoming fire season.

South Lake Operations:

The Fire District Open House was a huge success. The 'house on fire' prop that was enhanced, worked amazing. The 'ride in a fire truck' was going all day. Station 31 provided a demonstration utilizing the drill tower that folks got to watch. I enjoyed watching the kids going through the smoked-out room, which is an amazing skill for them to learn. Thank you to all the PCFs and Paid Staff who helped set up, work the event, and then clean up afterwards.

Both new GMC utilities were delivered to LEHR auto electric in Sacramento to be outfitted with emergency lighting, consoles, and sirens. Once those are returned, they will be outfitted with radios and gear. The estimated date of full completion for both Units is July.

We have reduced the fleet size with the sale of the old E6011 (the Beck) and the white ambulance M6012. We realized \$10,500 for that apparatus through the GovDeals process. Next will be the sale of the ½ ton Dodge and 2 excess cardiac monitors.

On the agenda for this month is the corrected Archi-Logic contract, which is the start of the 'official' plan and full permitting of the Station 63 remodel. We worked through a process with possible federal funds for the building; however, we are late getting into that. Next year, we know the process and will be prepared.

Our OES Engine remains in Sacramento for repairs at OES. No return date.

Still awaiting the results of the Fire Captain Paramedic recruitment. It will be a couple more weeks for us to receive the list of prospective candidates and to schedule interviews.

End of Report,
Paul

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17 day of April in the year 2024
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Mike Marcucci, Fire Chief
Paul Duncan, Assistant Fire Chief
South Lake County Fire Protection District
21095 State Highway 175
P.O. Box 1360
Middletown, CA 95461

and the Architect:
(Name, legal status, address and other information)

ArchiLOGIX
15 Third Street, Suite C
Santa Rosa, CA 95401

for the following Project:
(*Name, location and detailed description*)

Hidden Valley Lake Fire Station Expansion Project
19287 Hartmann Road
Hidden Valley Lake, CA 95467

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

Proposed 8,000 (+/-) sf, two-story new fire station for the expansion of the existing Hidden Valley Fire Station at 19287 Hartmann Road, Hidden Valley Lake, CA

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

The project site is 100 feet wide by 280 feet long and is 50% developed with the existing 2,800 sf Hidden Valley Lake Fire Station. There is a seasonal water course located immediately behind the property that requires a 30" setback. The setbacks required for the new station cannot be met without eliminating the functionality of the building as a fire station. Therefore, a variance was approved by Lake County Planning Commission on December 14, 2023, to eliminate the required setbacks.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph deleted)

The estimated total construction cost budget for the new station and on-site improvements is \$600/SF. Based on an 8,000 Sf new station that would be a construction budget of (+/-) \$4.8 million dollars. This budget will be confirmed at the beginning of the Design Development phase.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design was completed under a separate agreement between South Lake County Fire Protection District and ArchiLOGIX and was completed January 2023. The Schedule to complete a building and site improvement is pending.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Paragraph deleted)

Competitive bid

General Contractor will be selected through an "Request for Bid" (RFB) process. The selected General Contractor will handle the management of all subcontractors as well as overall supervision of the construction work.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Paul Duncan, Assistant Fire Chief
South Lake County Fire Protection District

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Phil Skiles
Skiles and Associates
P.O. Box 237
Middletown, CA 95461

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Reese & Associates

134 Lystra Court
Santa rosa, CA 95403

.2 Civil Engineer: (hired by ArchiLOGIX)

Geoff Coleman, Vice President
BKF Engineers
200 4th Street, Suite 300
Santa Rosa, CA 95401
707.583.8500
gcoleman@bkf.com

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mitchell S. Conner, ArchiLOGIX
15 Third Street, Suite "C"
Santa Rosa, CA
mc@archilogix.com
707.975.7097

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kevin Zucco
ZFA Structural Engineers
1212 Fourth Street, Suite "Z"
Santa Rosa, CA 95404
707.526.0992
kevinz@zfa.com

.2 Mechanical Engineer:

Jay Takacs
15000, Inc.
6085 State Farm Drive, Suite #130
Rohnert Park, CA 94928
jay@15000inc.com
707.577.0363

Init.

- .3 Electrical Engineer:
 SoCo Engineering, Inc.
 445 Center Street, Suite 219
 Healdsburg, CA 95448
 Nicholas Peters, P.E., President
 707.828.0571
nicholas@socoengineering.com
- .4 Quadriga Landscape Architects
 Christine Talbot
 1212 Fourth Street, Suite "K"
 Santa Rosa, CA 95404
 707.546.3561
christine@quadriga-inc.com
- .5 Sol•Data Energy Consulting, Inc.
 P.O. Box 8579
 Santa Rosa, CA 95407
 Sean Plikuhn
 707.545.4440
sean@soldata.com
- .6 Accessibility (CAsp) Review
 Wayne Bossier Architect
 2502 Hidden Valley Drive
 Santa Rosa, CA 95404
 707.396.0629
waynebossier@att.net

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Programming and needs assessment information from the Fire District dated June 25, 2022.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Not Used

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Advanced Schematic Design Phase Services

§ 3.2.1 The Architect shall reconfirm the program and other information furnished by the Owner and shall reconfirm laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall reconfirm the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to reconfirm the requirements of the Project. This work was initially started under a separate agreement with the Fire District

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reconfirm an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. (Completed under a separate agreement)

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. (Completed under a separate agreement)

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. (Completed under a separate agreement)

§ 3.2.5.2 The Architect shall confirm the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in finalizing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall assist the Owner with the preparation of an estimate of the Cost of the Work prepared in accordance with Section 6.3. Provided by others.

§ 3.2.7 The Architect shall submit the Advanced Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall provide updated building and site design information to inform the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 Provided by others.

§ 3.4.4 Provided by others.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or

negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 Not Used
- .2 Not Used
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 Not Used

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Not Used

§ 3.5.3.2 The Architect shall assist the Owner through Skiles & Associates in obtaining proposals by:

- .1 Not Used
- .2 organizing and participating in selection interviews with prospective.
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 Not Used

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Based on the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.(coordinated by Skiles & Associates)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect assisting Skiles & Associates shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 coordinated by Skiles & Associates

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 coordinated by Skiles & Associates

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. (coordinated by Skiles & Associates)

§ 3.6.5.2 coordinated by Skiles & Associates

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- .2 issue Certificates of Substantial Completion.
- .3 **Not Used**
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Not Used

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner provided / ArchiLOGIX confirmed
§ 4.1.1.2 Multiple preliminary designs	Completed under separate agreement
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Completed under separate agreement
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	ArchiLOGIX / Basic Services
§ 4.1.1.9 Landscape design	ArchiLOGIX / Basic Services
§ 4.1.1.10 Architectural interior design	ArchiLOGIX / Basic Services
§ 4.1.1.11 Value analysis	ArchiLOGIX / Skiles & Associates
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Skiles & Associates
§ 4.1.1.13 On-site project representation	As needed
§ 4.1.1.14 Conformed documents for construction	ArchiLOGIX/ Skiles & Associates
§ 4.1.1.15 As-designed record drawings	ArchiLOGIX / Skiles & Associates
§ 4.1.1.16 As-constructed record drawings	ArchiLOGIX / Skiles & Associates
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Provided
§ 4.1.1.30 Other Supplemental Services	Not provided

Init.

MSC /

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

None

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

The Owner shall provide the services of Skiles & Associates as project and construction managers, as well as General Contractors.

§ 4.1.3 Not Used

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients.
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
- .9 Evaluation of the qualifications of entities providing bids or proposals.
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service.
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor (To be determined after selection of General Contractor – contract amendment pending)
- .2 () visits to the site by the Architect during construction (To be determined after selection of General Contractor – contract amendment pending)
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents (To be determined after selection of General Contractor – contract amendment pending)
- .4 () inspections for any portion of the Work to determine final completion. (To be determined after selection of General Contractor – contract amendment pending)

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect with a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, shall be prepared

by the Owner (through Skiles & Associates), the Architect's review of the updated cost information is a judgment only as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In reviewing the Owner's estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Owner's (through Skiles & Associates) estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect as authorized by the Owner shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be negotiated

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$333,176.75

.2 Not Used

Init.

MSL

.3 Other

(Paragraphs deleted)

The Procurement and Construction Phase compensation shall be determined after a building permit is secured and the approach for selecting a general contractor determined. Once that is completed an amendment to this agreement will be put in place with a Time and Material basis with an estimated fee budget

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

To be determined

§ 11.3 For Additional Services that may arise during the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

Based on added service scope, the method of compensation to the Architect and our consultant team will be either a fixed fee or a Time and Material arrangement. An amendment to this agreement will be prepared.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 10 percent (10 %), or as follows:

A fixed fee or a Time and Material basis will be used.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten \$33,317,68	percent (10	%)
Design Development Phase and Construction Documents Phase	Ninety \$299,859.07	percent (90	%)
Procurement Phase	TBD	percent (TBD	%)
Construction Phase	TBD	percent (TBD	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 Not Used

§ 11.6.1 Not Used

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph deleted)

See attachment of consultant billing rates

Employee or Category (Architect only)	Rate (\$0.00)
Principal	\$250.00
Senior Project Manager	\$165.00
Project Manager	\$150.00
Project Architect	\$140.00
Job Captain	\$130.00
Planner	\$130.00
Administrative Assistant	\$85.00

Init.

MSC /

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Not Used.

§ 11.10.1.2 Not Used

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed based on hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Paragraphs deleted)

None

init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Not Used

(Paragraphs deleted)

.3 Exhibits: Not Used

(Paragraphs deleted)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Architectural drawings sheet index

This Agreement entered as of the day and year first written above.


Mitchell S. Conner, AIA

OWNER *(Signature)*

ARCHITECT *(Signature)*

Mitchell S. Conner, Principal Architect
C-10875

(Printed name and title)

(Printed name, title, and license number, if required)

Init.

MSC /

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:09:06 ET on 05/01/2024.

PAGE 1

AGREEMENT made as of the 17 day of April in the year 2024

...

(Name, legal status, address and other information)

Mike Marcucci, Fire Chief
Paul Duncan, Assistant Fire Chief
South Lake County Fire Protection District
21095 State Highway 175
P.O. Box 1360
Middletown, CA 95461

...

(Name, legal status, address and other information)

ArchiLOGIX
15 Third Street, Suite C
Santa Rosa, CA 95401

...

Hidden Valley Lake Fire Station Expansion Project
19287 Hartmann Road
Hidden Valley Lake, CA 95467

PAGE 2

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.) Proposed 8,000 (+/-) sf, two-story new fire station for the expansion of the existing Hidden Valley Fire Station at 19287 Hartmann Road, Hidden Valley Lake, CA

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project site is 100 feet wide by 280 feet long and is 50% developed with the existing 2,800 sf Hidden Valley Lake Fire Station. There is a seasonal water course located immediately behind the property that requires a 30" setback. The setbacks required for the new station cannot be met without eliminating the functionality of the building as a fire

station. Therefore, a variance was approved by Lake County Planning Commission on December 14, 2023, to eliminate the required setbacks.

...

(Provide total and, if known, a line item breakdown.)

The estimated total construction cost budget for the new station and on-site improvements is \$600/SF. Based on an 8,000 Sf new station that would be a construction budget of (+/-) \$4.8 million dollars. This budget will be confirmed at the beginning of the Design Development phase.

PAGE 3

Schematic Design was completed under a separate agreement between South Lake County Fire Protection District and ArchiLOGIX and was completed January 2023. The Schedule to complete a building and site improvement is pending.

...

TBD

...

TBD

...

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast track design and construction, multiple bid packages, or phased construction.)

Competitive bid

General Contractor will be selected through an "Request for Bid" (RFB) process. The selected General Contractor will handle the management of all subcontractors as well as overall supervision of the construction work.

...

Not applicable

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Paul Duncan, Assistant Fire Chief
South Lake County Fire Protection District

...

*(List name, address, and other contact information.)*Phil Skiles
Skiles and Associates
P.O. Box 237
Middletown, CA 95461

...

Reese & Associates
134 Lystra Court
Santa rosa, CA 95403

- .2 Civil Engineer: (hired by ArchiLOGIX)

Geoff Coleman, Vice President
BKF Engineers
200 4th Street, Suite 300
Santa Rosa, CA 95401
707.583.8500
gcoleman@bkf.com

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Mitchell S. Conner, ArchiLOGIX
15 Third Street, Suite "C"
Santa Rosa, CA
mc@archilogix.com
707.975.7097

...

Kevin Zucco
ZFA Structural Engineers
1212 Fourth Street, Suite "Z"
Santa Rosa, CA 95404
707.526.0992
kevinz@zfa.com

...

Jay Takacs
15000, Inc.
6085 State Farm Drive, Suite #130
Rohnert Park, CA 94928
jay@15000inc.com
707.577.0363

- .3 Electrical Engineer:

SoCo Engineering, Inc.
445 Center Street, Suite 219
Healdsburg, CA 95448
Nicholas Peters, P.E., President
707.828.0571
nicholas@socoengineering.com

- .4 Quadriga Landscape Architects

Christine Talbot
1212 Fourth Street, Suite "K"
Santa Rosa, CA 95404
707.546.3561

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.5 Sol•Data Energy Consulting, Inc.
P.O. Box 8579
Santa Rosa, CA 95407
Sean Plikuhn
707.545.4440
sean@soldata.com

.6 Accessibility (CASp) Review
Wayne Bossier Architect
2502 Hidden Valley Drive
Santa Rosa, CA 95404
707.396.0629
waynebossier@att.net

...

None

...

Programming and needs assessment information from the Fire District dated June 25, 2022.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially ~~change change~~, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

PAGE 6

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement, Agreement~~ or shall cause such services to be performed by appropriately licensed design professionals.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~ Not Used

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

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§ 3.2 Advanced Schematic Design Phase Services

§ 3.2.1 The Architect shall ~~review-reconfirm~~ the program and other information furnished by the ~~Owner, Owner~~ and shall ~~review-reconfirm~~ laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall ~~prepare a preliminary evaluation of~~ reconfirm the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ~~ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~ reconfirm the requirements of the Project. This work was initially started under a separate agreement with the Fire District

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall ~~reach~~ reconfirm an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. (Completed under a separate agreement)

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, ~~sections~~ sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. (Completed under a separate agreement)

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. (Completed under a separate agreement)

§ 3.2.5.2 The Architect shall ~~consider~~ confirm the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in ~~developing~~ finalizing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall ~~submit to the Owner~~ assist the Owner with the preparation of an estimate of the Cost of the Work prepared in accordance with ~~Section 6.3.~~ Section 6.3. Provided by others.

§ 3.2.7 The Architect shall submit the Advanced Schematic Design Documents to the ~~Owner,~~ Owner and request the Owner's approval.

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§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, ~~mechanical~~ mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall ~~update~~ provide updated building and site design information to inform the estimate of the Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.4.3 ~~During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also~~

~~compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Provided by others.~~

~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. Provided by others.~~

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and, and~~ (4) awarding and preparing contracts for construction.

PAGE 9

- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders; Not Used~~
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders; Not Used~~

...

- ~~.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner. Not Used~~

...

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Not Used~~

~~§ 3.5.3.2 The Architect shall assist the Owner through Skiles & Associates in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process; Not Used~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; prospective.~~

...

- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner. Not Used~~

...

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, ~~sequences~~ sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

...

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ~~On the basis of~~ Based on the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known~~

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~Documents.(coordinated by Skiles & Associates)

...

§ 3.6.3.1 The Architect ~~assisting Skiles & Associates~~ shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The ~~Architect's~~ certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

...

§ 3.6.3.3 ~~The Architect shall maintain a record of the Applications and Certificates for Payment.~~coordinated by Skiles & Associates

PAGE 11

§ 3.6.4.5 ~~The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.~~coordinated by Skiles & Associates

...

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~(coordinated by Skiles & Associates)

§ 3.6.5.2 ~~The Architect shall maintain records relative to changes in the Work.~~coordinated by Skiles & Associates

...

- .1 ~~conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~completion.
- .2 ~~issue Certificates of Substantial Completion;~~Completion.
- .3 ~~forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,~~Not Used

...

§ 3.6.6.4 ~~The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~Not Used

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§ 4.1.1.1	Programming	Owner provided / ArchiLOGIX confirmed
§ 4.1.1.2	Multiple preliminary designs	Completed under separate agreement
§ 4.1.1.3	Measured drawings	Not provided

§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Completed under separate agreement</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>ArchiLOGIX / Basic Services</u>
§ 4.1.1.9	Landscape design	<u>ArchiLOGIX / Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>ArchiLOGIX / Basic Services</u>
§ 4.1.1.11	Value analysis	<u>ArchiLOGIX / Skiles & Associates</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Skiles & Associates</u>
§ 4.1.1.13	On-site project representation	<u>As needed</u>
§ 4.1.1.14	Conformed documents for construction	<u>ArchiLOGIX/ Skiles & Associates</u>
§ 4.1.1.15	As-designed record drawings	<u>ArchiLOGIX / Skiles & Associates</u>
§ 4.1.1.16	As-constructed record drawings	<u>ArchiLOGIX / Skiles & Associates</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not provided</u>

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None

...

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.) The Owner shall provide the services of Skiles & Associates as project and construction managers, as well as General Contractors.

...

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Not Used

...

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery ~~method;~~method.

...

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized ~~recipients;~~recipients.
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner;~~Owner.
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~hearing.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party ~~thereto;~~thereto.
- .9 Evaluation of the qualifications of entities providing bids or ~~proposals;~~proposals.

PAGE 14

- .1 Reviewing a ~~Contractor's~~contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or ~~documentation;~~documentation.
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of ~~Service;~~Service.

...

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor (To be determined after selection of General Contractor – contract amendment pending)
- .2 () visits to the site by the Architect during construction (To be determined after selection of General Contractor – contract amendment pending)
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents (To be determined after selection of General Contractor – contract amendment pending)
- .4 () inspections for any portion of the Work to determine final completion. (To be determined after selection of General Contractor – contract amendment pending)

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; ~~and,~~and (3) reasonable contingencies related to all ~~of~~ these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

...

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal ~~limitations~~limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

PAGE 15

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this ~~Agreement~~Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect with a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information~~Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared by the Architect, represent the Architect's judgment shall be prepared by the Owner (through Skiles & Associates), the Architect's review of the updated cost information is a judgment only as a design professional.~~ It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In ~~preparing~~reviewing the Owner's estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The ~~Architect's~~Owner's (through Skiles & Associates) estimate of the Cost of the Work shall be based on current area, ~~volume or similar conceptual estimating techniques.~~ If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. ~~volume, or similar conceptual estimating techniques.~~

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§ 6.5 If at any time the ~~Architect's~~Owner's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect as authorized by the Owner shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

PAGE 18

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is ~~located~~, located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

PAGE 19

To be negotiated

...

To be negotiated

PAGE 20

\$333,176.75

.2 ~~Percentage Basis~~ Not Used

(Insert percentage value)

.3 Other

~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

~~—~~ *(Describe the method of compensation)*

The Procurement and Construction Phase compensation shall be determined after a building permit is secured and the approach for selecting a general contractor determined. Once that is completed an amendment to this agreement will be put in place with a Time and Material basis with an estimated fee budget

PAGE 21

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined

§ 11.3 For Additional Services that may arise during the ~~course of the~~ Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Based on added service scope, the method of compensation to the Architect and our consultant team will be either a fixed fee or a Time and Material arrangement. An amendment to this agreement will be prepared.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 10 percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

A fixed fee or a Time and Material basis will be used.

...

Schematic Design Phase	<u>Ten</u> <u>\$33,317.68</u>	percent (<u>10</u>	%)
Design Development Phase and Construction Documents Phase	<u>Ninety</u> <u>\$299,859.07</u>	percent (<u>90</u>	%)
Procurement Phase	<u>TBD</u>	percent (<u>TBD</u>	%)
Construction Phase	<u>TBD</u>	percent (<u>TBD</u>	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. Not Used

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. Not Used

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attachment of consultant billing rates

<u>Employee or Category (Architect only)</u>	<u>Rate (\$0.00)</u>
<u>Principal</u>	<u>\$250.00</u>
<u>Senior Project Manager</u>	<u>\$165.00</u>
<u>Project Manager</u>	<u>\$150.00</u>
<u>Project Architect</u>	<u>\$140.00</u>
<u>Job Captain</u>	<u>\$130.00</u>
<u>Planner</u>	<u>\$130.00</u>
<u>Administrative Assistant</u>	<u>\$85.00</u>

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

...

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Not Used.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the

~~Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~ Not Used

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

...

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed ~~on the basis of~~ based on hourly rates shall be available to the Owner at mutually convenient times.

...

Special terms and conditions that modify this Agreement are as follows:

~~(Include other terms and conditions applicable to this Agreement.)~~

None

PAGE 23

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, ~~representations~~ representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

...

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~_____ (Insert the date of the E203-2013 incorporated into this agreement.)~~

Not Used

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.) .3 Exhibits: Not Used

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
~~_____ (Insert the date of the E204-2017 incorporated into this agreement.)~~

Other Exhibits incorporated into this Agreement:
~~_____ (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

...

Architectural drawings sheet index

This Agreement entered into as of the day and year first written above.

Mitchell S. Conner, AIA

...

Mitchell S. Conner, Principal Architect
C-10875

Certification of Document's Authenticity

AIA® Document D401™ – 2003

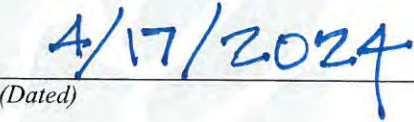
I, Mitchell S. Conner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:09:06 ET on 05/01/2024 under Order No. 2114530593 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

April 17, 2024

**South Lake County Fire Protection District
Hidden Valley Fire Station Expansion Project**

ArchiLOGIX Agreement (B101-2017)

SECTION 11.7 HOURLY BILLING RATES FOR ARCHILOGIX CONSULTANTS

BKF Engineers (civil)

PROJECT MANAGEMENT

Principal	\$302.00 per hour
Senior Associate Principal	\$280.00 per hour
Associate Principal	\$273.00 per hour
Senior Project Manager Senior Technical Manager	\$265.00 per hour
Project Manager Technical Manager	\$260.00 per hour
Engineering Manager Surveying Manager Planning Manager	\$239.00 per hour

TECHNICAL STAFF

Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$222.00 per hour
Project Engineer Project Surveyor Project Planner	\$195.00 per hour
Design Engineer Staff Surveyor Staff Planner	\$170.00 per hour.
BIM Specialist I, II, III	\$170.00 to \$222.00 per hour
Technician I, II, III, IV	\$162.00 to \$203.00 per hour
Drafter I, II, III, IV	\$127.00 to \$167.00 per hour
Engineering Assistant	\$106.00 per hour

CONSTRUCTION ADMINISTRATION

Senior Consultant	\$290.00 per hour
Senior Construction Administrator	\$253.00 per hour
Resident Engineer	\$188.00 per hour
Field Engineer I, II, III	\$170.00 to \$222.00 per hour

PROJECT ADMINISTRATION

Project Coordinator	\$142.00 per hour
Senior Project Assistant	\$122.00 per hour
Project Assistant	\$108.00 per hour
Clerical Administrative Assistant	90.00 per hour

South Lake County Fire Protection District
Hidden Valley Fire Station Expansion Project
ArchiLOGIX Agreement (B101-2017)
Hourly Billing Rates for Consultants
April 17, 2024

ZFA Structural Engineers

Executive Principal	\$255.00 per hour
Principal	\$225.00 per hour
Associate Principal	\$200.00 per hour
Senior Associate	\$185.00 per hour
Associate	\$175.00 per hour.
Senior Engineer	\$155.00 per hour
Engineer	\$140.00 per hour
Designer	\$125.00 per hour
BIM Project Manager	\$145.00 per hour
Senior BIM	\$135.00 per hour
BIM Technician	\$115.00 per hour
Engineering Support	\$80.00 per hour

15000 Inc. (mechanical engineering)

Principal Mechanical Engineering	\$240.00 per hour
Principal Electrical Engineering	\$240.00 per hour
Mechanical Engineering	\$220.00 per hour
Electrical Engineering	\$220.00 per hour
Senior Mechanical/Electrical Design	\$200.00 per hour
Mechanical/Electrical Design	\$190.00 per hour
Building Information Modeling	\$200.00 per hour
Commissioning Services	\$180.00 per hour
Cal Green Special Inspector Activities	\$170.00 per hour
Energy Analysis	\$170.00 per hour
Computer Aided Drafting:	\$150.00 per hour

SoCo Engineering (electrical engineering)

Electrical Engineer	\$200.00 per hour
---------------------	-------------------

Quadriga Landscape Architecture

Principal Landscape Architect	\$205.00 per hour
Senior Landscape Architect	\$160.00 per hour
Project Manager	\$150.00 per hour
Senior Designer	\$135.00 per hour
Designer / CADD	\$120.00 per hour
Support Staff	\$95.00 per hour



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

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

DATE: May 16, 2024
TO: Board of Directors
FROM: Gloria Fong
Staff Services Analyst
SUBJECT: Recommended FY 2024-25 Budget

The attached is for Board review with direction to Staff to submit attached 10-page Recommended Budget Fiscal Year 2024-25 transmittal.

The recommended expenditure amounts for FY 2024-25 are FY 2023-24 Orig Budget amounts except for the following (highlighted in red). The rest of the accounts were not inflated as was done last fiscal year because their estimated actuals are below the Orig Budget amounts.

- 795.17-00 Maintenance-Equipment is FY 2023-24 Est Actual.
- 795.22-70 Office Supplies is increase over FY 2023-24 Est Actual and in line with prior FYs.
- 795.23-80 Professional, Specialized Svc is increased by contracted Cal Fire agmt amt.
- 795.28-48 Special Dept Ambulance Exp is reduced by GEMT IGT amt. Instead, this will be pulled from Reserves during FY and returned at end of FY by excess amt.
- 795.29-50 Transportation & Travel is increased over FY 2023-24 Est Actual.

Conservative amounts are recommended for the revenue amounts. Over-estimating them means either having to reduce expenditure amounts or reducing reserve amounts to balance the budget. Right now, the estimated \$1,384,051 FY 2023-24 Fund Balance Total is being used to balance recommended budget and will be adjusted on Adopted being presented at the August meeting.

Attachments for Board's reference is Auditor-Controller Budget Packet letter, procedures calendar, estimated revenue.

Expenses in Fiscal Year 2023-2024 that aren't normal annual costs are recapped below. This is important to capture because they are the reasons the Total Expenditure amount is higher than originally budgeted.

Account		Amount	Description
795.13-00	Food	2,000	Engine staffing during storm events-being reimbursed by OES
795.17-00	Maintenance-Equipment	16,000	Fleet maintenance expense not invoiced at flat rate per Cal Fire agmt
795.23-80	Special Dept Supp & Svcs	50,000	Evacuation route expenses
795.28-48	Special Dept Ambulance Exp	97,985	GEMT IGT contribution for Medi-cal patient transports-its return is captured under Instl Care & Svc 465.68-60 acct
795.28-48	Special Dept Ambulance Exp	242,453	IGT VRRP contribution-its 384,414 return is captured in this month's Res No 2023-24-17
795.61-60	Bldgs & Imprv	36,769	Sta 62 HVAC
795.62-72	Autos & Light Trucks	189,177	Utility for BC position & utility replacement
795.62-74	Cap FA-Eqt Other	349,261	Ambulance replacement & power load system
795.62-79	Pr Yr	37,186	E6011

Attachment: Budget Ledger FY 2024-25 (2-pg version and 7-pg expanded version)
 Auditor-Controller Budget Packet Letter
 Auditor-Controller Budget Procedures Calendar
 Auditor-Controller Estimated Property Tax Revenue for Use in FY 2024-25

RECOMMENDED BUDGET

Budget Summary Worksheet - RECOMMENDED 2024-25

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

Total Salaries & Employee Benefits	<u>243,096</u>
Total Service & Supplies	<u>5,582,949</u>
Total Other	<u>210</u>
Total Fixed Assets	<u>0</u>
Sub-Total (must equal <i>Grand Total Expenses</i> pg 8)	<u>5,826,255</u>
Total Contingencies	<u> </u>
TOTAL APPROPRIATION FOR BUDGET EXPENDITURES	<u>5,826,255</u> (A)

Increases or Decreases to Reserves/Designations - RECOMMENDED 2024-25

Description	*Balance as of <u>5/31/24</u> <small>(*Use latest Balance Sheet Data)</small>	(B) Increase Amount	(B) Decrease Amount <small>(enter as neg)</small>	Total Budger Yr Reserves/Desgn.
Reserve:				
General	<u>15,470</u>	<u> </u>	<u> </u>	<u>15,470</u>
Designation:				
General/Unreserved	<u>2,885,820</u>	<u> </u>	<u> </u>	<u>2,885,820</u>
Equipment Repl	<u>994,843</u>	<u> </u>	<u> </u>	<u>994,843</u>
Building	<u> </u>	<u> </u>	<u> </u>	<u>0</u>
Capacity Expansion	<u> </u>	<u> </u>	<u> </u>	<u>0</u>
Medical Svcs/Supps	<u>1,485,323</u>	<u> </u>	<u> </u>	<u>1,485,323</u>
Other (Identify)	<u>224,888</u>	<u> </u>	<u> </u>	<u>224,888</u>

Must be completed by District for verification by Auditor

	(A)		(B)		(C)
Total	<u>5826255</u>	+	<u>0</u>	=	<u>5,826,255</u>

Total RECOMMENDED Appropriation \$ 5,826,255 (A) and total combined increase/decrease to reserves \$ 0 (B) constitutes the District's Total RECOMMENDED Budget financing requirement of \$ 5,826,255 (C) for Fiscal Year 2024-25.

13.00 Food	<u>2,625</u>

14.00 Household Expense	<u>15,750</u>

15.10 Insurance-Other	<u>63,000</u>

15.12 Insurance-Public Liability	<u> </u>

15.13 Fire & Comprehensive	<u> </u>

17.00 Maintenance-Equipment	<u>101,000</u>

18.00 Maintenance-Buildings & Imprvmnts	<u>92,014</u>

19.40 Medical Supplies	<u>48,825</u>

20.00 Memberships	<u>6,510</u>

22.70 Office Expense-Supplies	<u>5,000</u>

22.71 Office Expense-Postage	<u>2,751</u>

22.72 Office Expense-Book & Periodicals	<u> </u>

23.80 Professional & Specialized Services	<u>4,881,698</u>

24.00 Publications & Legal Notices	<u>1,155</u>

25.00 Rents & Leases-Equipment	<u> </u>

26.00 Rents & Leases-Buildings & Improv	<u> </u>

27.00 Small Tools & Instruments	<u>3,675</u>

28.30 Special Departmental-Supplies & Services	<u>79,720</u>

28.48 Special Departmental-Ambulance Expense 89,426

29.50 Transportation & Travel 20,500

30.00 Utilities 100,000

38.00 Inventory Items 21,000

TOTAL SERVICES AND SUPPLIES \$ 5,582,949

OTHER

42.10 Principal & Interest-Notes & Loans 210

42.11 Principal & Interest-Advances _____

47.00 Rights of Way _____

48.00 Taxes & Assessments _____

52.10 Other Charges-Contrib. to Non-Co Gov Agen _____

53.50 Resource Management _____

TOTAL OTHER \$ 210

FIXED ASSETS

MUST LIST ALL FIXED ASSETS IN DETAIL BY ITEM AND DOLLAR AMOUNT

60.00 Land _____

61.60 Buildings & Improvements-Current _____

61.69 Buildings & Improvements-Prior _____

62.71 Equipment-Office _____

62.72 Equipment-Autos & Light Trucks _____

62.73 Equipment-Shop

62.74 Equipment-Other

62.76 Equipment-Fire Hose

62.79 Equipment-Prior Years

63.04 Const. in Progress-Water Sys

63.13 Const. in Progress-Bldg & Imp

TOTAL FIXED ASSETS

\$ 0

GRAND TOTAL EXPENSES

\$ 5,826,255

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

FUND 357 OPERATING		FY 2024-25 Recommended	FY 2023-24 Orig Budget	FY 2023-24 Adj Budget	FY 2023-24 YTD Apr	FY 2023-24 YTD 5/8	FY 2023-24 EST ACT	FY 2022-23	FY 2021-22
EXPENDITURES									
(Account	Sub								
357-9557-795-01-11	Salaries & Wages-Permanent Total	6,300	6,300	6,300	4,000	4,400	5,400	6,100	6,100
357-9557-795-01-12	Salaries & Wages-Temporary Total	115,500	115,500	115,500	95,561	108,119	120,678	123,982	126,232
357-9557-795-01-13	Salaries & Wages-Overtime Total	36,750	36,750	36,750	10,670	10,670	16,005	22,107	37,351
357-9557-795-02-21	FICA/Medicare-Emplyr Share Total	12,600	12,600	12,600	8,731	9,761	10,790	12,046	13,294
357-9557-795-03-30	Insurance Total	35,595	35,595	35,595	14,972	18,532	19,881	21,491	26,886
357-9557-795-03-31	Unemployment Insurance Total	5,250	5,250	5,250	1,302	1,419	1,536	1,909	2,801
357-9557-795-04-00	Workers Compensation Total	31,101	31,101	31,101	30,242	30,242	30,242	29,881	26,483
357-9557-795-09-00	Payroll Clearing Total	0	0	0	43,231	28,626	0	0	0
357-9557-795-11-00	Clothing & Personal Supplies Total	25,200	25,200	25,200	11,609	12,702	13,796	41,801	8,486
357-9557-795-12-00	Communications Total	23,100	23,100	23,100	7,830	15,542	15,917	16,504	28,543
357-9557-795-13-00	Food Total	2,625	2,625	6,125	4,020	4,038	4,057	5,031	1,722
357-9557-795-14-00	Household Expense Total	15,750	15,750	15,750	5,676	6,159	6,642	7,375	6,491
357-9557-795-15-10	Insurance-Other Total	63,000	63,000	63,000	56,688	56,901	56,901	55,841	52,037
357-9557-795-17-00	Maintenance-Equipment Total	101,000	84,000	84,000	57,798	79,373	100,948	79,769	78,263
357-9557-795-18-00	Maint-Bldgs & Imprvmts Total	92,014	92,014	91,014	30,015	39,621	49,227	121,537	82,660
357-9557-795-19-40	Medical Expense Total	48,825	48,825	48,825	39,669	41,186	42,703	53,232	49,631
357-9557-795-20-00	Memberships Total	6,510	6,510	6,510	1,700	1,700	1,700	1,700	1,700
357-9557-795-22-70	Office Supplies Total	5,000	3,150	3,150	2,554	3,181	3,808	4,030	4,944
357-9557-795-22-71	Postage Total	2,751	2,751	2,751	1,030	1,041	1,052	1,122	2,719
357-9557-795-23-80	Professional, Specialized Svc Total	4,881,698	4,658,761	4,587,608	2,785,806	3,805,647	3,812,964	3,676,936	2,831,080
357-9557-795-24-00	Publications & Legal Ntcs Total	1,155	1,155	1,155	363	417	472	287	306
357-9557-795-27-00	Small Tools & Instruments Total	3,675	3,675	3,675	615	615	615	1,283	2,402
357-9557-795-28-30	Special Dept Supp & Svcs Total	79,720	79,720	314,320	228,288	240,227	252,698	250,192	150,453
357-9557-795-28-48	Special Dept Ambulance Exp Total	89,426	208,600	469,142	390,539	418,801	425,615	313,311	114,914
357-9557-795-29-50	Transportation & Travel Total	20,500	10,500	10,500	3,848	4,211	13,574	12,979	14,150
357-9557-795-30-00	Utilities Total	100,000	100,000	100,000	78,383	85,706	93,028	94,869	70,774
357-9557-795-38-00	Inventory Items Total	21,000	21,000	21,000	6,063	6,063	6,063	42,930	74,300
357-9557-795-48-00	Taxes & Assessments Total	210	210	210	133	133	133	133	133
357-9557-795-61-60	Bldgs & Imprv Total	0	0	36,769	36,769	36,769	36,769	24,500	23,400
357-9557-795-62-72	Autos & Light Trucks Total	0	0	190,000	159,458	169,177	189,177	0	0
357-9557-795-62-74	Cap FA-Eqt Other Total	0	0	347,912	282,866	349,261	349,261	126,049	186,027
357-9557-795-62-79	Pr Yr Total	0	0	37,186	37,186	37,186	37,186	13,410	81,133
357-9557-795-90-91	Contingencies Total	0	0	0	0	0	0	0	0
Grand Total		5,826,255	5,693,642	6,731,998	4,437,615	5,627,423	5,720,535	5,162,333	4,105,415
REVENUE									
(Account	Sub								
357-9557-411	Property Taxes Total	1,744,700	1,712,000	1,712,000	1,669,381	1,718,797	1,740,468	1,714,416	1,598,770
357-9557-422	Permits Total	0	14,000	14,000	13,924	14,056	14,056	14,891	16,096
357-9557-441	Revenue from Use of Money Total	80,259	26,000	26,000	151,092	151,092	151,092	78,840	10,846
357-9557-453	State Aid Total	48,000	48,000	48,000	22,057	22,057	79,293	74,315	187,729

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<i>(357-9557-455 Other Federal Total</i>	0	0	0	14,110	14,110	14,110	0	0
<i>(357-9557-456 Other Government Agencies Total</i>	0	84,080	293,894	161,043	198,083	432,223	275,845	132,844
<i>f 357-9557-465 Public Protection Total</i>	499,853	400,000	400,000	600,486	1,299,183	1,305,621	1,095,464	1,024,479
<i>(357-9557-466 Other Current Services Total</i>	2,069,392	2,000,000	2,000,000	1,561,725	2,054,464	2,110,972	1,975,352	1,869,776
<i>(357-9557-491 Other Total</i>	0	0	0	198,729	198,729	209,229	193,618	95,228
<i>(357-9557-492 Other Revenue Total</i>	0	0	0	3,787	3,795	3,787	16,884	58,904
<i>(357-9557-502 Operating Transfers Total</i>	0	0	227,186	227,186	227,186	227,186	13,913	16,087
Grand Total	4,442,204	4,284,080	4,721,080	4,623,520	5,901,552	6,288,036	5,453,538	5,010,759
<i>357-9557-390-00-00 Fund Balance Carry Over</i>	1,384,051	1,191,955	1,191,955	1,191,955	1,191,955	1,191,955	900,750	801,956
<i>357-9557-390-00-00 From(To) Reserves Total</i>		217,607	818,963	818,963	192,096	192,096	(806,849)	(698,798)
<i>357-9557-390-00-00 Fund Balance Total</i>	1,384,051	1,409,562	2,010,918	2,010,918	1,658,179	1,384,051	1,191,955	1,707,299
RESERVES								
<i>f 357-9557-391-01-00 General Total</i>	154,702	154,702	154,702	154,702	154,702	154,702	154,702	90,554
<i>f 357-9557-392-00-00 Unreserved-Designated Total</i>	2,885,819	2,885,819	2,885,820	2,885,820	2,885,820	2,885,820	3,103,427	2,685,445
<i>f 357-9557-392-04-00 Equipment Total</i>	994,846	994,846	994,846	994,846	994,846	994,846	994,846	985,351
<i>f 357-9557-392-12-00 Medical Insurance Total</i>	224,890	224,890	224,888	224,888	224,888	224,888	224,888	224,888
<i>f 357-9557-392-25-00 Medical Svcs & Eq Total</i>	1,485,323	1,459,812	858,456	858,456	1,485,323	1,485,323	1,459,812	1,144,888
<i>Reserves Total</i>	5,745,580	5,720,069	5,118,712	5,118,712	5,745,579	5,745,579	5,937,675	5,131,126
<i>357-9557-100-00-00 Cash Total</i>	5,745,580	5,720,069	5,118,712	7,315,536	7,403,758	7,697,132	7,129,630	6,838,425

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EXPENDITURES									
(Account	Sub								
357-9557-795-01-11 Salaries & Wages-Permanent	D directors	6,300	6,300	6,300	4,000	4,400	5,400	6,100	6,100
357-9557-795-01-11 Salaries & Wages-Permanent Total		6,300	6,300	6,300	4,000	4,400	5,400	6,100	6,100
357-9557-795-01-12 Salaries & Wages-Temporary	C pc captain	10,000	10,000	10,000	5,993	6,653	7,313	10,820	22,209
357-9557-795-01-12 Salaries & Wages-Temporary	E pc engineer	0	0	0	3,812	4,967	6,122	0	0
357-9557-795-01-12 Salaries & Wages-Temporary	F pc firefighter	34,000	34,000	34,000	32,129	38,266	44,403	34,907	26,905
357-9557-795-01-12 Salaries & Wages-Temporary	FC fire consultant	0	0	0	0	0	0	0	0
357-9557-795-01-12 Salaries & Wages-Temporary	I pc ift/ems specialist	2,000	2,000	2,000	452	452	452	2,037	6,912
357-9557-795-01-12 Salaries & Wages-Temporary	O pc operator	34,000	34,000	34,000	14,155	14,985	15,815	42,676	23,403
357-9557-795-01-12 Salaries & Wages-Temporary	OC ooc-pc captain	0	0	0	2,872	2,872	2,872	0	0
357-9557-795-01-12 Salaries & Wages-Temporary	OE ooc-pc engineer	0	0	0	3,256	3,256	3,256	0	0
357-9557-795-01-12 Salaries & Wages-Temporary	OF ooc-pc firefighter	0	0	0	5,473	5,473	5,473	2,107	6,431
357-9557-795-01-12 Salaries & Wages-Temporary	OO ooc-pc operator	0	0	0	3,252	3,252	3,252	4,473	2,336
357-9557-795-01-12 Salaries & Wages-Temporary	OS office technician	35,500	35,500	35,500	24,167	27,944	31,721	27,044	38,037
357-9557-795-01-12 Salaries & Wages-Temporary	UC UNCLEARED CHECKS	0	0	0	0	0	0	-81	0
357-9557-795-01-12 Salaries & Wages-Temporary Total		115,500	115,500	115,500	95,561	108,119	120,678	123,982	126,232
357-9557-795-01-13 Salaries & Wages-Overtime	C pc captain	7,000	7,000	7,000	904	904	1,355	6,936	1,887
357-9557-795-01-13 Salaries & Wages-Overtime	E pc engineer	0	0	0	3,839	3,839	5,759	0	0
357-9557-795-01-13 Salaries & Wages-Overtime	F pc firefighter	10,000	10,000	10,000	4,385	4,385	6,577	2,752	19,048
357-9557-795-01-13 Salaries & Wages-Overtime	O pc operator	13,000	13,000	13,000	1,497	1,497	2,245	12,395	16,313
357-9557-795-01-13 Salaries & Wages-Overtime	S office technician	6,750	6,750	6,750	45	45	68	24	104
357-9557-795-01-13 Salaries & Wages-Overtime Total		36,750	36,750	36,750	10,670	10,670	16,005	22,107	37,351
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FC FICA pc captain	1,100	1,100	1,100	606	647	687	1,101	1,494
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FD FICA directors	400	400	400	248	273	298	378	378
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FE FICA pc engineer	0	0	0	676	748	819	0	0
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FF FICA pc firefighter	2,800	2,800	2,800	2,603	2,984	3,364	2,465	3,667
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FG FICA Fire Consultant	0	0	0	0	0	0	0	0
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FI FICA pc ift/ems specialist	100	100	100	28	28	28	126	429
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FO FICA pc operator	3,000	3,000	3,000	1,172	1,223	1,275	3,692	2,188
357-9557-795-02-21 FICA/Medicare-Emplyr Share	FS FICA office technician	2,700	2,700	2,700	1,743	2,008	2,273	2,001	2,619
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MC Medicare pc captain	250	250	250	142	151	161	257	349
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MD Medicare directors	100	100	100	58	64	70	88	88
357-9557-795-02-21 FICA/Medicare-Emplyr Share	ME Medicare pc engineer	0	0	0	158	175	192	0	0
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MF Medicare pc firefighter	650	650	650	609	698	787	577	858
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MG Medicare fire consultant	0	0	0	0	0	0	0	0
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MI Medicare pc ift/ems special	100	100	100	7	7	7	30	100
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MO Medicare pc operator	700	700	700	274	286	298	863	512
357-9557-795-02-21 FICA/Medicare-Emplyr Share	MS Medicare office technician	700	700	700	408	470	532	468	613
357-9557-795-02-21 FICA/Medicare-Emplyr Share Total		12,600	12,600	12,600	8,731	9,761	10,790	12,046	13,294
357-9557-795-03-30 Insurance	C health-current	6,000	6,000	6,000	3,900	4,400	4,900	5,200	4,100
357-9557-795-03-30 Insurance	E EAP-pcfs	3,500	3,500	3,500	0	0	0	2,255	2,157
357-9557-795-03-30 Insurance	G group life-pcfs	5,000	5,000	5,000	2,421	2,646	2,870	2,097	2,313
357-9557-795-03-30 Insurance	I inj/illness inc prot-pcts	5,000	5,000	5,000	2,759	2,759	2,759	2,738	2,738

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357-9557-795-03-30 Insurance	M csfa membership-pcfs	5,595	5,595	5,595	0	2,210	2,210	2,210	1,785
357-9557-795-03-30 Insurance	R health-retired	10,500	10,500	10,500	5,892	6,517	7,142	6,991	13,793
357-9557-795-03-30 Insurance Total		35,595	35,595	35,595	14,972	18,532	19,881	21,491	26,886
357-9557-795-03-31 Unemployment Insurance	DC sdi pc captain	650	650	650	143	154	165	133	497
357-9557-795-03-31 Unemployment Insurance	DD sdi directors	400	400	400	79	86	93	160	219
357-9557-795-03-31 Unemployment Insurance	DE sdi pc engineer	0	0	0	119	119	119	0	0
357-9557-795-03-31 Unemployment Insurance	DF sdi pc firefighter	1,000	1,000	1,000	651	742	833	975	1,193
357-9557-795-03-31 Unemployment Insurance	DG sdi fire consultant	0	0	0	0	0	0	0	0
357-9557-795-03-31 Unemployment Insurance	DI sdi pc ift/ems specialist	200	200	200	9	9	9	56	225
357-9557-795-03-31 Unemployment Insurance	DO sdi pc operator	1,200	1,200	1,200	114	115	116	354	371
357-9557-795-03-31 Unemployment Insurance	DS sdi office technician	1,200	1,200	1,200	119	119	119	154	217
357-9557-795-03-31 Unemployment Insurance	EC ett pc captain	100	100	100	8	9	9	6	14
357-9557-795-03-31 Unemployment Insurance	ED ett director	100	100	100	4	4	5	6	6
357-9557-795-03-31 Unemployment Insurance	EE ett pc engineer	0	0	0	7	7	7	0	0
357-9557-795-03-31 Unemployment Insurance	EF ett pc firefighter	100	100	100	35	41	46	40	33
357-9557-795-03-31 Unemployment Insurance	EG ett fire consultant	0	0	0	0	0	0	0	0
357-9557-795-03-31 Unemployment Insurance	EI ett pc ift/ems specialist	100	100	100	0	0	0	2	7
357-9557-795-03-31 Unemployment Insurance	EO ett pc operator	100	100	100	7	7	7	15	12
357-9557-795-03-31 Unemployment Insurance	ES ett office technician	100	100	100	7	7	7	7	7
357-9557-795-03-31 Unemployment Insurance Total		5,250	5,250	5,250	1,302	1,419	1,536	1,909	2,801
357-9557-795-04-00 Workers Compensation	NA non safety,administration	1,000	1,000	1,000	3,299	3,299	3,299	674	2,318
357-9557-795-04-00 Workers Compensation	NMnon safety,municipality	1,101	1,101	1,101	535	535	535	881	639
357-9557-795-04-00 Workers Compensation	SB safety,base-pcfs	11,000	11,000	11,000	12,780	12,780	12,780	10,721	11,972
357-9557-795-04-00 Workers Compensation	SW safety,wages-pcfs	18,000	18,000	18,000	13,628	13,628	13,628	17,605	11,554
357-9557-795-04-00 Workers Compensation Total		31,101	31,101	31,101	30,242	30,242	30,242	29,881	26,483
357-9557-795-09-00 Payroll Clearing	0 payroll clearing,WFB	0	0	0	44,265	29,787	0	0	10,936
357-9557-795-09-00 Payroll Clearing	AD association dues pcfs	0	0	0	-1,035	-1,161	0	0	-10,936
357-9557-795-09-00 Payroll Clearing Total		0	0	0	43,231	28,626	0	0	0
357-9557-795-11-00 Clothing & Personal Supplies	B boot allowance	1,000	1,000	1,000	2,047	2,047	2,047	600	600
357-9557-795-11-00 Clothing & Personal Supplies	P personal protective eqt	15,000	15,000	15,000	4,788	5,795	6,803	24,816	3,352
357-9557-795-11-00 Clothing & Personal Supplies	U uniform items	9,200	9,200	9,200	4,775	4,860	4,946	16,384	4,535
357-9557-795-11-00 Clothing & Personal Supplies Total		25,200	25,200	25,200	11,609	12,702	13,796	41,801	8,486
357-9557-795-12-00 Communications	60 Sta 60	14,100	14,100	14,100	4,389	11,726	11,726	12,165	14,763
357-9557-795-12-00 Communications	62 Sta 62	3,000	3,000	3,000	1,436	1,611	1,786	1,475	4,729
357-9557-795-12-00 Communications	63 Sta 63	3,000	3,000	3,000	864	951	1,037	1,153	2,825
357-9557-795-12-00 Communications	64 Sta 64	0	0	0	0	0	228	0	0
357-9557-795-12-00 Communications	A Amador	3,000	3,000	3,000	1,140	1,254	1,140	1,710	6,226
357-9557-795-12-00 Communications Total		23,100	23,100	23,100	7,830	15,542	15,917	16,504	28,543
357-9557-795-13-00 Food	60 Sta 60	1,625	1,625	4,125	3,214	3,232	3,251	4,225	1,403
357-9557-795-13-00 Food	62 Sta 62	500	500	1,500	543	543	543	505	174
357-9557-795-13-00 Food	63 Sta 63	500	500	500	263	263	263	301	144
357-9557-795-13-00 Food Total		2,625	2,625	6,125	4,020	4,038	4,057	5,031	1,722
357-9557-795-14-00 Household Expense	60 Sta 60	7,750	7,750	7,750	1,917	1,966	2,015	4,826	2,334
357-9557-795-14-00 Household Expense	62 Sta 62	3,000	3,000	3,000	1,713	2,119	2,524	1,295	2,441

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357-9557-795-14-00 Household Expense	63	Sta 63	3,000	3,000	3,000	2,047	2,075	2,103	1,254	984
357-9557-795-14-00 Household Expense	64	Sta 64	2,000	2,000	2,000	0	0	0	0	732
357-9557-795-14-00 Household Expense Total			15,750	15,750	15,750	5,676	6,159	6,642	7,375	6,491
357-9557-795-15-10 Insurance-Other	60	Sta 60	47,000	47,000	47,000	44,616	44,616	44,616	45,032	40,441
357-9557-795-15-10 Insurance-Other	62	Sta 62	7,000	7,000	7,000	6,577	6,577	6,577	5,104	5,316
357-9557-795-15-10 Insurance-Other	63	Sta 63	5,000	5,000	5,000	3,409	3,622	3,622	3,049	3,301
357-9557-795-15-10 Insurance-Other	64	Sta 64	4,000	4,000	4,000	2,087	2,087	2,087	2,655	2,979
357-9557-795-15-10 Insurance-Other Total			63,000	63,000	63,000	56,688	56,901	56,901	55,841	52,037
357-9557-795-17-00 Maintenance-Equipment	60	Sta 60	40,000	27,000	27,000	31,866	45,487	59,107	31,326	33,285
357-9557-795-17-00 Maintenance-Equipment	62	Sta 62	20,000	19,000	19,000	21,723	22,522	23,321	25,893	27,823
357-9557-795-17-00 Maintenance-Equipment	63	Sta 63	20,000	19,000	19,000	1,452	2,699	3,946	12,762	12,720
357-9557-795-17-00 Maintenance-Equipment	64	Sta 64	17,000	15,000	15,000	2,672	8,580	14,488	9,013	4,056
357-9557-795-17-00 Maintenance-Equipment	A	Amador	4,000	4,000	4,000	85	85	85	774	379
357-9557-795-17-00 Maintenance-Equipment Total			101,000	84,000	84,000	57,798	79,373	100,948	79,769	78,263
357-9557-795-18-00 Maint-Bldgs & Imprvmts	60	Sta 60 Middletown	37,014	37,014	37,014	14,885	21,716	28,546	69,014	58,466
357-9557-795-18-00 Maint-Bldgs & Imprvmts	62	Sta 62 Cobb	15,000	15,000	14,000	9,458	10,350	11,242	19,053	4,558
357-9557-795-18-00 Maint-Bldgs & Imprvmts	63	Sta 63 Hidden Valley Lake	15,000	15,000	15,000	1,380	2,660	3,939	4,549	8,237
357-9557-795-18-00 Maint-Bldgs & Imprvmts	64	Sta 64 Loch Lomond	10,000	10,000	10,000	1,868	2,472	3,076	6,261	6,666
357-9557-795-18-00 Maint-Bldgs & Imprvmts	FS	FS Bldg	10,000	10,000	10,000	2,298	2,298	2,298	19,957	4,707
357-9557-795-18-00 Maint-Bldgs & Imprvmts	T	Trng Tower, Roof Prop	5,000	5,000	5,000	125	125	125	2,703	25
357-9557-795-18-00 Maint-Bldgs & Imprvmts Total			92,014	92,014	91,014	30,015	39,621	49,227	121,537	82,660
357-9557-795-19-40 Medical Expense	MS	Medical Supplies	44,825	44,825	44,825	35,182	36,467	37,751	50,006	44,887
357-9557-795-19-40 Medical Expense	MW	Medical Waste Disp	1,500	1,500	1,500	992	1,091	1,191	1,166	1,117
357-9557-795-19-40 Medical Expense	O	Oxygen	2,500	2,500	2,500	3,495	3,628	3,761	2,060	3,627
357-9557-795-19-40 Medical Expense Total			48,825	48,825	48,825	39,669	41,186	42,703	53,232	49,631
357-9557-795-20-00 Memberships	F	FDAC	1,000	1,000	1,000	200	200	200	200	200
357-9557-795-20-00 Memberships	L	Lake Co Fire Chiefs	5,510	5,510	5,510	1,500	1,500	1,500	1,500	1,500
357-9557-795-20-00 Memberships	PC	assoc dues-pcfs	0	0	0	0	0	0	0	0
357-9557-795-20-00 Memberships Total			6,510	6,510	6,510	1,700	1,700	1,700	1,700	1,700
357-9557-795-22-70 Office Supplies	60	Sta 60	5,000	3,150	3,150	2,334	2,866	3,398	3,282	3,080
357-9557-795-22-70 Office Supplies	62	Sta 62	0	0	0	99	119	138	292	398
357-9557-795-22-70 Office Supplies	63	Sta 63	0	0	0	121	197	272	455	359
357-9557-795-22-70 Office Supplies	64	Sta 64	0	0	0	0	0	0	0	1,107
357-9557-795-22-70 Office Supplies Total			5,000	3,150	3,150	2,554	3,181	3,808	4,030	4,944
357-9557-795-22-71 Postage	60	Sta 60	2,751	2,751	2,751	1,030	1,041	1,052	1,122	2,719
357-9557-795-22-71 Postage	62	Sta 62	0	0	0	0	0	0	0	0
357-9557-795-22-71 Postage	63	Sta 63	0	0	0	0	0	0	0	0
357-9557-795-22-71 Postage Total			2,751	2,751	2,751	1,030	1,041	1,052	1,122	2,719
357-9557-795-23-80 Professional, Specialized Svc	AB	ambulance billing svcs	41,000	41,000	41,000	43,557	48,179	52,801	39,947	30,131
357-9557-795-23-80 Professional, Specialized Svc	CF	CalFire	4,681,698	4,458,761	4,387,608	2,663,055	3,675,577	3,675,577	3,490,180	2,755,188
357-9557-795-23-80 Professional, Specialized Svc	PY	payroll services	9,000	9,000	9,000	6,769	6,769	6,769	7,665	6,484
357-9557-795-23-80 Professional, Specialized Svc	SP	legal,audit,specialty svcs	150,000	150,000	150,000	72,425	75,121	77,817	139,145	39,276
357-9557-795-23-80 Professional, Specialized Svc Total			4,881,698	4,658,761	4,587,608	2,785,806	3,805,647	3,812,964	3,676,936	2,831,080
357-9557-795-24-00 Publications & Legal Ntcs	0	public hearing,legal notices	1,155	1,155	1,155	363	417	472	287	306

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

EXPANDED VERSION

FUND 357 OPERATING		FY 2024-25 Recommended	FY 2023-24 Orig Budget	FY 2023-24 Adj Budget	FY 2023-24 YTD Apr	FY 2023-24 YTD 5/8	FY 2023-24 EST ACT	FY 2022-23	FY 2021-22
357-9557-795-62-74	Cap FA-Eqt Other 64 Sta 64	0	0	0	0	0	0	0	0
357-9557-795-62-74	Cap FA-Eqt Other A Amador	0	0	0	0	0	0	0	32,521
357-9557-795-62-74 Cap FA-Eqt Other Total		0	0	347,912	282,866	349,261	349,261	126,049	186,027
357-9557-795-62-79	Pr Yr 60 Sta 60	0	0	37,186	37,186	37,186	37,186	13,410	81,133
357-9557-795-62-79 Pr Yr Total		0	0	37,186	37,186	37,186	37,186	13,410	81,133
357-9557-795-90-91	Contingencies 0	0	0	0	0	0	0	0	0
357-9557-795-90-91 Contingencies Total		0	0	0	0	0	0	0	0
Grand Total		5,826,255	5,693,642	6,731,998	4,437,615	5,627,423	5,720,535	5,162,333	4,105,415
REVENUE									
(Account	Sub			1,706,700					
357-9557-411-10-10	Current Secured CA county admin fee	-28,000	-24,000	-24,000	-27,544	-27,544	-27,544	-22,169	-20,708
357-9557-411-10-10	Current Secured LA LAFCO	-7,000	-5,000	-5,000	-6,081	-6,081	-6,081	-4,696	-5,014
357-9557-411-10-10	Current Secured LS local secured-AB8 teeter	1,667,700	1,635,000	1,635,000	1,613,329	1,613,329	1,635,000	1,598,802	1,495,366
357-9557-411-10-10	Current Secured PU public utilitarian	74,000	72,000	72,000	38,234	74,931	74,931	69,867	67,448
357-9557-411-10-15	ERAF-SRAF	0	0	0	0	0	0	0	0
357-9557-411-10-20	Current Unsecured	38,000	34,000	34,000	36,811	38,960	38,960	34,261	30,857
357-9557-411-10-25	Supp 813-Current	0	0	0	6,495	16,698	16,698	29,134	23,254
357-9557-411-10-30	Prior Secured	0	0	0	0	0	0	0	0
357-9557-411-10-35	Supp 813-Prior	0	0	0	6,692	6,692	6,692	7,123	6,297
357-9557-411-10-40	Prior Unsecured	0	0	0	1,445	1,812	1,812	2,093	1,269
357-9557-411 Property Taxes Total		1,744,700	1,712,000	1,712,000	1,669,381	1,718,797	1,740,468	1,714,416	1,598,770
357-9557-422-21-60	Permits burn permits	0	14,000	14,000	13,924	14,056	14,056	14,891	16,096
357-9557-422 Permits Total		0	14,000	14,000	13,924	14,056	14,056	14,891	16,096
357-9557-441-42-01	Revenue from Use of Money Interest	80,259	26,000	26,000	151,092	151,092	151,092	78,840	10,846
357-9557-441 Revenue from Use of Money Total		80,259	26,000	26,000	151,092	151,092	151,092	78,840	10,846
357-9557-453-54-60	HOPTR	13,000	13,000	13,000	6,236	6,236	12,472	12,850	13,333
357-9557-453-54-70	Disaster Rev Loss Backfil	0	0	0	0	0	0	0	0
357-9557-453-54-90	Other AB ABH	0	0	0	15,821	15,821	15,821	54,484	135,501
357-9557-453-54-90	Other OE OES	35,000	35,000	35,000	0	0	51,000	6,981	38,896
357-9557-453 State Aid Total		48,000	48,000	48,000	22,057	22,057	79,293	74,315	187,729
357-9557-455-55-40	Disaster Relief FEMA COVID EXP PY	0	0	0	14,110	14,110	14,110	0	0
357-9557-455 Other Federal Total		0	0	0	14,110	14,110	14,110	0	0
357-9557-456-56-30	Other 0 Fuel Reduction Grant	0	0	219,814	54,745	54,745	176,022	228,805	0
357-9557-456-56-30	Other Fuel Reduction MTR - PY	0	0	0	19,068	19,068	111,955	0	0
357-9557-456-56-30	Other AI air curtain incinerator	0	10,000	0	0	0	0	0	10,000
357-9557-456-56-30	Other NA Napa Agmt	0	74,080	74,080	74,080	111,120	111,120	37,040	74,080
357-9557-456-56-30	Other RH Redbud Health Care Distric	0	0	0	0	0	0	0	25,000
357-9557-456-56-30	Other VF Volunteer Fire Capacity	0	0	0	0	0	19,976	0	0
357-9557-456-56-30	Other TB CalFire training bureau	0	0	0	13,150	13,150	13,150	10,000	23,764
357-9557-456 Other Government Agencies Total		0	84,080	293,894	161,043	198,083	432,223	275,845	132,844
357-9557-465-68-60	Instnl Care & Svc (Ambulance) 0	0	0	0	57,936	57,936	64,374	7,342	4,558
357-9557-465-68-60	Instnl Care & Svc (Ambulance) GE GEMT-PY	0	0	0	36,477	36,477	36,477	0	-43,297

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

EXPANDED VERSION

FUND 357 OPERATING		FY 2024-25 Recommended	FY 2023-24 Orig Budget	FY 2023-24 Adj Budget	FY 2023-24 YTD Apr	FY 2023-24 YTD 5/8	FY 2023-24 EST ACT	FY 2022-23	FY 2021-22
f357-9557-465-68-60 Instnl Care & Svc (Ambulance)	IG IGT	0	0	0	0	626,867	626,867	594,023	635,660
f357-9557-465-68-60 Instnl Care & Svc (Ambulance)	WF WFB Transfers	499,853	400,000	400,000	506,073	577,903	577,903	494,098	427,557
f357-9557-465-68-60 Instnl Care & Svc (Ambulance)	WC Pmts - W/O Accts	0	0	0	0	0	0	0	0
f357-9557-465 Public Protection Total		499,853	400,000	400,000	600,486	1,299,183	1,305,621	1,095,464	1,024,479
(357-9557-466-69-20 Other	FC Guenoc Devlpmnt Fire Con	0	0	0	0	0	0	0	0
(357-9557-466-69-29 Fire Protection	CA county admin fee	0	0	0	0	0	-2,368	-2,366	-2,367
(357-9557-466-69-29 Fire Protection	CP CS preroll	0	0	0	4,809	4,809	4,809	10,614	14,942
(357-9557-466-69-29 Fire Protection	CS CS apportionment	2,069,392	2,000,000	2,000,000	1,469,796	1,962,535	2,021,411	1,860,829	1,751,814
(357-9557-466-69-29 Fire Protection	DP DS preroll	0	0	0	1,811	1,811	1,811	2,487	12,911
(357-9557-466-69-29 Fire Protection	DS DS apportionment	0	0	0	85,310	85,310	85,310	103,788	92,476
(357-9557-466 Other Current Services Total		2,069,392	2,000,000	2,000,000	1,561,725	2,054,464	2,110,972	1,975,352	1,869,776
(357-9557-491-79-50 Revenue - Prior Year	0 prof services ovprpmt	0	0	0	198,729	198,729	198,729	193,616	95,206
(357-9557-491-79-70 Sales - Miscellaneous	0	0	0	0	0	0	10,500	2	22
(357-9557-491 Other Total		0	0	0	198,729	198,729	209,229	193,618	95,228
(357-9557-492-79-90 Miscellaneous	0	0	0	0	556	564	556	10,291	51,017
(357-9557-492-79-91 Cancelled Checks	0	0	0	0	0	0	0	29	1,703
(357-9557-492-79-92 Insurance Rebates	0	0	0	0	3,230	3,230	3,230	6,071	6,183
(357-9557-492-79-93 Insurance Proceeds	0	0	0	0	0	0	0	494	0
(357-9557-492 Other Revenue Total		0	0	0	3,787	3,795	3,787	16,884	58,904
(357-9557-502-81-22 In	0	0	0	227,186	227,186	227,186	227,186	13,913	16,087
(357-9557-502-81-23 Out	0	0	0	0	0	0	0	0	0
(357-9557-502 Operating Transfers Total		0	0	227,186	227,186	227,186	227,186	13,913	16,087
Grand Total		4,442,204	4,284,080	4,721,080	4,623,520	5,901,552	6,288,036	5,453,538	5,010,759
357-9557-390-00-00 Fund Balance Carry Over		1,384,051	1,191,955	1,191,955	1,191,955	1,191,955	1,191,955	900,750	801,956
357-9557-390-00-00 From(To) Reserves Total			217,607	818,963	818,963	192,096	192,096	(806,849)	(698,798)
357-9557-390-00-00 Fund Balance Total		1,384,051	1,409,562	2,010,918	2,010,918	1,658,179	1,384,051	1,191,955	1,707,299
RESERVES									
f357-9557-391-01-00 General Total		154,702	154,702	154,702	154,702	154,702	154,702	154,702	90,554
f357-9557-392-00-00 Unreserved-Designated Total		2,885,819	2,885,819	2,885,820	2,885,820	2,885,820	2,885,820	3,103,427	2,685,445
f357-9557-392-04-00 Equipment Total		994,846	994,846	994,846	994,846	994,846	994,846	994,846	985,351
f357-9557-392-12-00 Medical Insurance Total		224,890	224,890	224,888	224,888	224,888	224,888	224,888	224,888
f357-9557-392-25-00 Medical Svcs & Eq Total		1,485,323	1,459,812	858,456	858,456	1,485,323	1,485,323	1,459,812	1,144,888
Reserves Total		5,745,580	5,720,069	5,118,712	5,118,712	5,745,579	5,745,579	5,937,675	5,131,126
357-9557-100-00-00 Cash Total		5,745,580	5,720,069	5,118,712	7,315,536	7,403,758	7,697,132	7,129,630	6,838,425



COUNTY OF LAKE

Office of the Auditor-Controller/County Clerk

Courthouse-255 North Forbes Street, Room 209

Lakeport, CA 95453

Telephone (707) 263-2311

FAX (707) 263-2310

Email: auditor@lakecountyca.gov

Jenavive Herrington

Auditor-Controller/County Clerk

Marcy Harrison

Chief Deputy Auditor-Controller

March 26, 2024

Independent Special Districts

Attention: Board Members and Fiscal Staff

SUBJECT: 2024-25 Recommended Budget/Adopted Budget

Dear District Board:

Enclosed is your annual budget package which includes detailed deadlines and other documentation for your review. Please note these important deadlines —

- Recommended budget is due on or before May 31, 2024
- Adopted Budget is due on or before August 23, 2024

Both recommended and adopted budget submissions must be signed by your Board Chairperson and if applicable, Prop 4 appropriation limits must be adopted by resolution with a copy forwarded to the Auditor-Controller. Adopted Budget Forms must be submitted, regardless of whether there are any changes between recommended and adopted budgets.

Additional information provided in this packet includes property tax figures obtained from the Tax Division of this department, our most recent chart of accounts, and a budget worksheet from the county finance system. The property tax figures are estimates based on the 23/24 property tax roll and are a guide to assist you in estimating your property tax revenues. Please review thoroughly and adjust as needed for circumstances specific to your district. The chart of accounts provides a guide for the correct usage of revenue and expenditure coding.

A **NEWLY REVISED** electronic version of the Recommended Budget form is attached to this email in Excel format for your convenience. Please use this form to submit your budget to our office. The use of an alternative version of this document must be pre-approved by the Auditor-Controller, and the document must include the same information as the one that has been provided. The Adopted Budget form is also in the process of being amended and will be distributed at a later date.

As a reminder, it is important to take your available fund balance and reserves into consideration when preparing your budget. It is each district's responsibility to present a balanced budget for both recommended and adopted budget. If you are relying on fund balance carry forward to balance your budget, it must be realistic and expected. If you are relying on the cancellation of reserves to balance your budget, you must identify the reserve needed or authorize the Auditor-Controller to adjust as necessary to balance your budget. The most accurate reserve balances would be obtained from the Balance Sheet provided with this packet.

Please do not hesitate to contact Marcy Harrison or Danielle Dizon if you have any questions.

Sincerely,

Marcy Harrison
Chief Deputy Auditor-Controller

Jenavive Herrington
Auditor-Controller/County Clerk

BUDGET PROCEDURES CALENDAR

SPECIAL DISTRICTS GOVERNED BY LOCAL BOARDS

FISCAL YEAR 2024-25

<u>DATE</u>	<u>RESPONSIBLE AGENCY</u>	<u>EVENT</u>
April	Auditor-Controller	Distribute Recommended & Adopted Budget package to Chairman.
April 1 to May 31	Districts	Approve Recommended Budget (must be public). Publish 10 days prior to hearing. (GC 29064)
May 31	Districts	Deadline for Submission of Approved Recommended Budget to Auditor-Controller's office.
June 28	Districts	Adopt resolution establishing Proposition 4 appropriations limit and forward copy to Auditor-Controller.
July 26	Districts	Submit Proposition 4 Compliance Report (Prior Year) to Auditor-Controller.
July 1 to August 23	Districts	Adopted Budget Hearings (must be public). <u>Publish 10 days prior to hearing. (GC 29064)</u>
August 23	Districts	Deadline for Submission of Adopted Budget to Auditor-Controller. (GC 29065, 29080-81, 29088)
November	Auditor-Controller	Print Adopted Budget and publish on website.

**ESTIMATED PROPERTY TAX REVENUE (2023-24 AB8)
FOR USE IN FISCAL YEAR 2024-25**

District Fund	District Name	Local Secured Allocation (411.10-10)	Unsecured Allocation (411.10-20)	HOPTR Allocation (453.54-60)
301	Hartley Cemetery	142,734	3,901	1,150
302	Kelseyville Cemetery	139,234	3,420	1,008
303	Lower Lake Cemetery	80,370	2,208	651
304	Middletown Cemetery	163,385	3,921	1,156
305	Upper Lake Cemetery	55,427	1,882	555
306	Glenbrook Cemetery	17,388	425	125
310	Lake County Vector Control	1,614,626	43,757	12,901
315	Lower Lake Water	105,466	2,576	759
317	Upper Lake Water	2,742	171	50
331	Lake County Resource Conservation District	27,217	759	224
352	Lake County Fire	1,485,806	36,642	10,803
353	Kelseyville Fire	1,909,000	46,931	13,836
354	Lakeport Fire	1,063,599	29,226	8,617
355	Northshore Fire	903,177	31,790	9,373
357	So. Lake County Fire	1,773,173	42,684	12,584

Important Note:

- ✓ The above figures are based on 2023-24 AB8. The amounts in this table are not amended for growth (negative/positive).
- ✓ The impact of the dissolution of Redevelopment is not provided for in the above numbers. For those Districts that were in a former Redevelopment Agency, you may receive additional property tax revenue. The current property tax allocation provided above will assist you with those estimates.

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

3
4 **RESOLUTION NO. 2023-24- 16**

5
6 **A RESOLUTION ESTABLISHING THE 2024-2025 APPROPRIATIONS LIMIT**

7
8
9 **WHEREAS**, Article XIII B of the California State Constitution restricts government spending
10 of the Proceeds of Tax Revenue by establishing limits on the annual Appropriates of Local
11 Agencies; and,

12
13 **WHEREAS**, Section 7910 of the Government Code requires the Governing Body of each
14 local jurisdiction to establish an Appropriations Limit each year by Resolution; and,

15
16 **WHEREAS**, in May 2024, the California Department of Finance released Price Factor and
17 Population information that authorizes a 3.90% increase in the Appropriations Limit for the District;
18 and,

19
20 **WHEREAS**, on November 3, 2020, the Voters of the District approved override limit of
21 \$1,250,00 plus special tax levy in District Ordinance 2018-19-01 of \$2,110,972.

22
23 **NOW, THEREFORE, BE IT RESOLVED THAT THE** Board of Directors of the South Lake
24 County Fire Protection District that pursuant to Article XIII B of the California State Constitution, the
25 2023-2024 Appropriations Limit for the South Lake County is \$5,053,310.

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 21st day of May, 2024 by
29 the following vote:

30
31 AYES:

32 NOES:

33 ABSENT OR NOT VOTING:

34
35 BY:

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

36
37
38 ATTEST:

Gloria Fong, Clerk to the Board of Directors

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: $1.0362 \times 1.0017 = 1.0379$

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	23-24	1-1-23	1-1-24	1-1-24
Lake				
Clearlake	1.14	16,367	16,553	16,553
Lakeport	0.12	4,976	4,982	4,982
Unincorporated	0.27	45,276	45,398	45,466
County Total	0.47	66,619	66,933	67,001

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
 APPROPRIATIONS LIMIT - CALCULATION SUMMARY

FY	PERS INC %	POPULATION %	CPI & POP (RATIO) %	PROP 4 LIMIT w/o over ride	Approved Override	Estimate w/CPI ord 2018-19-01	PROP 4 LIMIT with over ride	Actual Estimate	PROP 4 LIMIT with Actual/Estimate
1981-82				182,860.00					
1982-83	6.79	6.04	1.1324	13.24%	207,070.66		207,070.00		
1983-84	2.35	6.17	1.0866	8.66%	225,002.26		291,106.00		
1984-85	4.74	5.36	1.1035	10.35%	248,289.71		320,217.00		
1985-86	3.74	7.49	1.1151	11.51%	276,867.06	\$750,000	1,026,867.06		
1986-87	2.30	4.95	1.0736	7.36%	297,244.41		1,047,244.48		
1987-88	3.47	3.87	1.0747	7.47%	319,448.13		1,069,448.13		
1988-89	4.66	3.62	1.0845	8.45%	346,441.36		1,096,441.36		
1989-90	5.19	2.66	1.0799	7.99%	374,121.64	\$950,000	1,324,121.64		
1990-91	4.21	3.55	1.0791	7.91%	403,713.97		1,353,713.97		
1991-92	4.14	4.02	1.0833	8.33%	437,342.29		1,387,342.29		
1992-93	-0.64	4.48	1.0381	3.81%	454,004.73		1,404,004.73		
1993-94	2.72	3.38	1.0619	6.19%	482,106.85	\$950,000	1,432,106.00		
1994-95	0.71	2.68	1.0341	3.41%	498,545.81		1,448,545.00		
1995-96	4.72	1.76	1.0656	6.56%	531,249.55		1,481,249.00		
1996-97	4.67	0.90	1.0561	5.61%	561,052.07		1,511,052.00		
1997-98	4.67	-0.18	1.0448	4.48%	586,187.13	\$950,000	1,536,187.00		
1998-99	4.15	0.27	1.0443	4.43%	612,155.08		1,562,155.00		
1999-00	4.53	0.49	1.0504	5.04%	643,007.61		1,593,007.00		
2000-01	4.91	1.03	1.0599	5.99%	681,523.12		1,631,523.00		
2001-02	7.82	1.36	1.0929	9.29%	744,836.49	\$950,000	1,694,836.00		
2002-03	-1.27	1.72	1.0043	0.43%	748,038.79		1,698,038.00		
2003-04	2.31	1.55	1.0390	3.90%	777,211.48		1,727,211.00		
2004-05	3.28	1.65	1.0498	4.98%	815,916.11		1,765,916.00		
2005-06	5.26	1.26	1.0659	6.59%	869,684.86	\$1,250,000	2,119,684.00		
2006-07	3.96	0.90	1.0490	4.90%	912,298.52		2,162,298.00		
2007-08	4.42	0.51	1.0495	4.95%	957,456.75		2,207,456.00		
2008-09	4.29	0.25	1.0455	4.55%	1,001,020.25		2,251,020.00		
2009-10	0.62	-0.22	1.0040	0.40%	1,005,024.08	\$1,250,000	2,255,024.00		
2010-11	-2.54	0.01	0.9747	-2.53%	979,596.89		2,229,596.00		
2011-12	2.51	0.31	1.0283	2.83%	1,007,318.57		2,257,318.00		
2012-13	3.77	-1.65	1.0206	2.06%	1,028,068.75		2,303,849.00 2,278,068.00		
2013-14	5.12	0.25	1.0538	5.38%	1,083,378.06	\$1,250,000	2,333,378.00		
2014-15	-0.23	0.15	0.9992	-0.08%	1,082,511.30		2,332,511.00		
2015-16	3.82	0.57	1.0441	4.41%	1,130,249.74		2,380,249.00		
2016-17	5.37	-0.98	1.0434	4.34%	1,179,301.81		2,429,301.00		
2017-18	3.69	0.50	1.0421	4.21%	1,228,949.57	\$1,250,000	2,478,949.00		
2018-19	3.67	1.30	1.0502	5.02%	1,290,642.24		2,540,642.00		
2019-20	3.85	0.28	1.0414	4.14%	1,344,074.58		4,489,644.00	1,693,671.00	4,287,745.58
2020-21	3.73	-0.24	1.0348	3.48%	1,390,847.78		4,536,417.00	1,798,520.00	4,439,367.78
2021-22	5.73	-0.11	1.0561	5.61%	1,468,873.52	\$1,250,000	1,923,945.00	1,869,776.00	4,588,649.52
2022-23	7.55	-0.35	1.0717	7.17%	1,574,191.19	\$1,250,000	2,060,968.00	1,975,352.00	4,799,543.19
2023-24	4.44	-0.93	1.0347	3.47%	1,628,815.43	\$1,250,000	2,194,894.00	2,110,972.00	4,989,787.43
2024-25	3.62	0.27	1.0390	3.90%	1,692,338.79	\$1,250,000	2,325,159.00		5,053,310.79

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

3
4 **RESOLUTION NO. 2023-24- 17**

5
6 **A RESOLUTION INCREASING RESERVES AS A RESULT OF PARTICIPATION**
7 **IN THE STATE INTERGOVERNMENTAL TRANSFER PROGRAM**

8
9 **WHEREAS, GOVERNMENT CODE 29130**, provides that over-realized unanticipated
10 revenue may be available for specific appropriation by a four-fifths vote of the Board at a noticed
11 hearing held as part of any regular or special meeting of which all members had reasonable notice;
12 and,

13
14 **WHEREAS**, the South Lake County Fire Protection District has received excess revenue in
15 the amount of \$626,867 from Partnership Health Plan California for an Intergovernmental Transfer
16 Program ("IGT"); and,

17
18 **WHEREAS**, the sum of \$384,414 has been determined to be in excess of the District's 2022
19 unreimbursed costs from medical services provided to Partnership Health members and must be
20 expended on health care services including, but not limited to salaries, supplies, and equipment;
21 and,

22
23 **WHEREAS**, the Board of Directors passed Resolution 2023-24-11 canceling and
24 appropriating reserves for the purpose of participating in the IGT Program with the intent to increase
25 reserves with any excess revenue.

26
27 **NOW, THEREFORE, BE IT RESOLVED AND DIRECTED THAT THE** Board of Directors of
28 the South Lake County Fire Protection District directs the County Auditor-Controller to increase
29 reserves and the budget according to the following:

30
31 Increase Revenue Budget:

32 357-9557-465.68-60 Institutional Care & Svcs	33 \$626,867
34 Increase Reserves:	
35 357-9557-392.25-00 Medical Svcs & Eqpt Reserves	36 \$242,453
37 Increase Reserves:	
38 357-9557-392.25-00 Medical Svcs & Eqpt Reserves	39 \$384,414

40 **THIS RESOLUTION** was introduced and adopted by the Board of Directors of the South
41 Lake County Fire Protection District at a regular meeting held on the 21st day of May, 2024 by
42 the following vote:

43
44 AYES:

45 NOES:

46 ABSENT OR NOT VOTING:

47
48 BY: SOUTH LAKE COUNTY FIRE PROTECTION DISTRICT
49 JIM COMISKY, President, Board of Directors

50
51 ATTEST: Gloria Fong, Clerk to the Board of Directors

PIGGYBACK AGREEMENT

Contract Details			
Master Contract Number ("Master Contract")	20-521	Piggyback Contract Number	00009063.0

This Piggyback Agreement (hereinafter referred to as this "Agreement" or "Piggyback") is binding as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend")

AND: **South Lake County Fire Protection District** (hereinafter "Client")

The Client and ImageTrend mutually agree establish a contractual relationship between South Lake County Fire Protection District and ImageTrend, LLC based on the terms first established between Inland Counties Emergency Medical Agency (ICEMA) (CA) ("System Administrator") and ImageTrend.

Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

Master Agreement Incorporated by Reference. The body of the Master Contract (but excluding Section 3 (Fiscal Provisions), Section 5 (ICEMA Responsibilities), Section 6.41 (Venue), Section 6.50 (Public Health Authority), Section 12 (Notices), and all attachments and exhibits to the Master Contract other than Exhibit D (Business Associate Agreement)) is hereby incorporated by reference as the terms for this Piggyback. The attachments and exhibits to this Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Agreement, all instances are replaced with the Client's name as detailed in this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any term or provision set forth in this Agreement and the Master Contract, such conflict or inconsistency shall be resolved by giving precedence to this Agreement. The attachments and exhibits to this Agreement, and the incorporated body of the Master Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein.

System Administrator's Rights. To the degree this Piggyback Agreement is made with Client to use functionality or make decisions regarding the modification, disposition, operation, usage, or non-usage of goods or services originally procured for Client by System Administrator or other party to the Master Agreement (e.g. System Administrator's ImageTrend provided software systems), Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests require modification or otherwise impact the parties to the Prime Contract, Client must seek and obtain written permission from the affected parties in the Prime Contract (i.e. System Administrator). Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has duties under HIPAA and other data privacy laws which may not be waived or modified without System Administrator's written consent.

Out of Scope. Any service or good not described herein is out-of-scope. Out of Scope custom software development is \$225.00/hour and performed only under mutually agreed upon Statement of Work. Other goods and services are available via separate quote from ImageTrend.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
1,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Modules Setup & Implementation	ELT.003.002.037	\$675.00	1	\$675.00

Total One-Time Fees: \$675.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Other CAD Vendor	ELT.002.007.019	\$0.00	1	\$0.00
CAD Distribution	ELT.002.007.001	\$3,500.00	1	\$3,500.00

Total Recurring Fees: \$3,500.00

TOTAL YEAR 1: \$4,175.00

Send Invoices To:

Gloria Fong
Gloria.Fong@fire.ca.gov
South Lake County Fire Protection District
P.O.Box 1360
Middletown, CA 95461

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

ImageTrend Hosted License (“License”)	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License (“On Premise License”)	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client’s hosted environment’s cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend’s duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend’s responsibility to maintain or resolve problems with Client’s hosted environment. ImageTrend’s sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend’s out-of-scope rate.</p>

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client’s control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other

proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an “Elite Data Mart License” is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as “Implementation”. During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party’s project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client’s objectives, Client may need to allocate more time or resources to achieve Client’s desired timelines.

TRAIN THE TRAINER. ImageTrend may provide “Train-the-trainer” training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client’s responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the

Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those

services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client’s Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client’s legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 05/01/2024 (the “Effective Date”), is entered into by and between **South Lake County Fire Protection District** located at 21095 State Highway 175, P.O. Box 1360, Middletown, CA 95461 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state

and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who

is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information

is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not

take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- i. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
21095 State Highway 175, P.O. Box 1360
Middletown, CA 95461

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which

may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

CALIFORNIA STATE UNIVERSITY, SACRAMENTO
PARAMEDIC PROGRAM
AGREEMENT FOR AFFILIATION WITH AMBULANCE SERVICE

This agreement was made and entered into this 9th day of May 2024 by and between South Lake County Fire Protection District, hereinafter referred to as the Party of the First Part, and the California State University, Sacramento Paramedic Program, hereinafter referred to as the Party of the Second Part.

WITNESSETH

Whereas the Party of the First Part is able to provide clinical experience in Emergency Medical Training Paramedic, and

Whereas, the Party of the Second Part is authorized by law to maintain, and does plan to maintain, a program of instruction in Emergency Medical Training Paramedic,

NOW, THEREFORE, for an in consideration of the covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. Party of the First Part does hereby agree to provide clinical experience in emergency medical procedures to members of a class of student technicians from the California State University, Sacramento Paramedic Program. It is understood that the exact schedule of clinical assignments will be worked out mutually between the instructor and the ambulance administrator.
2. Party of the First Part will furnish space and facilities for the purpose of allowing the students to perform emergency medical techniques and procedures as defined in the California Title 22 Emergency Medical Technician Paramedic regulations.
3. The Emergency Medical Technician Paramedic students will be subject to the rules and regulations of the ambulance service during the hours they are assigned, including dress codes. All students of the training program will be under the discipline and authority of the California State University, Sacramento Paramedic Program.
4. The students will be responsible for providing their own transportation and meals.
5. The activities in which the students engage are subject to the approval of the California State University, Sacramento Paramedic Program instructor in charge, and the time spent at the ambulance service is an extension of their class assignment and is an authorized class activity. The students are covered by the current California State University, Sacramento Paramedic Program student insurance policy.

6. The instructor of the Emergency Medical Technician Training Paramedic program will be responsible for all progress reports. The clinical supervisor will be responsible for evaluation of the students' performances during the clinical experience.
7. No more than one student shall be assigned an ambulance at a time.
8. Each paramedic student shall attend the clinical experience with a minimum of 480 hours and 40 ALS contacts performed.
9. The ambulance will provide supervision of the Emergency Medical Technician students by a currently licensed Paramedic.
10. The Party of the First Part guarantees that it operates on a basis of sound administrative policy and adheres to ethical practices and does not and shall not discriminate on the basis of race, color, marital status, religion, disability, sex or ancestral origin; is practicing an affirmative action program to seek and train members of the disadvantaged and ethnic groups in the community in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the California State University, Sacramento Paramedic Program Affirmative Action Program.
11. Either party hereto may discontinue this affiliation by giving written notice to the other party thirty (30) days prior to the beginning of the school year in which the affiliation is to be discontinued. **This affiliation agreement will remain in effect for two years from the date of execution by both parties, and be subject to review by both parties, prior to renewal.**
12. All students will receive training in blood and body fluid universal precautions consistent with CDC guidelines prior to the observation period. Documentation of such training will consist of a class roster attached to a document stating that the appropriate training has occurred and signed by the instructor. Additionally, students must have access to equipment outlined by CDC needed for personal protective equipment, and accept responsibility for use of such equipment to protect the student from deleterious effect from accidental exposure. This minimum equipment is: gloves, mask, goggles/protective eye wear and plastic apron.

13. Party of the Second Part shall save harmless and indemnify Party of the First Part against all claims, demands, suits, judgments, expenses and costs of any and every kind on account of injury to or death of persons, or loss of or damage to property arising out of the act or omission of Party of the Second Part, its officers, employees, faculty or students under the terms of this Agreement. Party of the First Part shall save harmless and indemnify Party of the Second Part against all claims, demands, suits, judgments, expenses, and costs of any and every kind on account of injury to or death of person or loss of or damage to property arising out of the act or omission of Party of the First Part, its officers or employees under terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written above.

AMBULANCE SERVICE:

BY _____
Paul Duncan, Assistant Fire Chief
EIN: _____
Date: _____

CALIFORNIA STATE UNIVERSITY, SACRAMENTO PARAMEDIC PROGRAM

BY _____
Rick Hudson, Field Coordinator
Party of the Second Part
Date: _____



**Clear Lake Environmental Research Center (CLERC)
Memorandum of Understanding (MOU)
CAL FIRE Wildfire Prevention Grant 5GA22203**

This memorandum of understanding serves to specify the terms of the above CAL FIRE Wildfire Prevention Grant. The grant was awarded to the Clear Lake Environmental Research Center (CLERC) for various wildfire fuel reduction projects in Lake County, including purchase of equipment by the South Lake County Fire Protection District (SLCFPD).

CAL FIRE has awarded a grant to CLERC with the amount of \$200,000 for a haul vehicle and equipment trailer to tow the excavator/masticator purchased by SLCFPD with a previous CAL FIRE grant.

The purchase of this vehicle by SLCFPD will improve and expedite fuel reduction services conducted by the district. Serving as the equipment owner, the South Lake County Fire Protection District will make the equipment purchase and be reimbursed by CLERC once CLERC has received funds from CAL FIRE. This project will include the purchase of one haul truck and one equipment trailer approximately valued at \$200,000 total. CLERC grant payments to SLCFPD for this equipment shall not exceed \$200,000 under this agreement.

SLCFPD's Responsibilities:

As part of this program, your organization is responsible for the following:

- Collect and provide quarterly reports during the grant project period concerning vehicle utilization to transport equipment to fuel reduction project sites. The data must include dates and location of use.
- Conduct and provide any significant media or public appearance activities or special accomplishments relating to the haul vehicle.
- Completion of CAL FIRE's Equipment Disposition Plan during the term of the grant and for the useful life of the equipment.
- Completion of CLERC's Conflict of Interest Disclosure Form regarding funds transferred from CLERC to SLCFPD as part of this MOU.



Clear Lake Environmental Research Center

PO Box 636
Lakeport, CA 95453
www.theclerc.org

501(c)3 non-profit EIN# - 47-1489147

- SLCFPD shall follow all terms and conditions contained in the 2023-24 CAL FIRE Wildfire Prevention Grant Guidelines.
- All maintenance and repair of the equipment, including maintaining insurance coverage.
- All staff and volunteer training concerning the use of the equipment.
- Any other responsibilities or liabilities for use of the equipment.

This Memorandum of Understanding is agreed upon by the following:

Jim Comisky
President, Board of Directors
The South Lake County Fire Protection District

Date: _____

Will Evans
Executive Director
Clear Lake Environmental Research Center (CLERC)

Date: _____

Conflict of Interest Disclosure Form

It is the policy of Clear Lake Environmental Research Center (CLERC) to identify actual, potential or perceived conflicts of interest in any situation in which CLERC has a significant business interest. To assist CLERC in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with CLERC complete this form.

TRANSACTION: South Lake County Fire Protection District Equipment Purchase for CAL FIRE Grant 5GA22203

Total dollar value of transaction: **\$200,000.00**

The following is a list of Individuals who in the current fiscal year (2024) or during the preceding five fiscal years have been a CLERC “key employee” or a member of the Board of Directors:

Key Employees	Current Board Directors	Former Board Directors and Former Employees
Will Evans	Will Evans	Mireya Turner
Carolyn Ruttan	David Adam	Jo Bennett
Teresa Mayorga	Jacquelyn Popkoff	TeMashio Anderson
Tracy Cline-Meade	Tom Nixon	Vince Black
Rachel Avilla	Russ Cremer	Peggie King
Cindy Jassar	Karen Suenram	Laurel Bard
Mark Roberts	Jose Eduardo Alatorre	Carolyn Ruttan
		Grant Coleman

Please answer the following question by **CHECKING** yes or no and attach an explanation for a “Yes” answer.

Now or at the time of the proposed transaction, have or will any CLERC employee, member of CLERC’s Board of Directors, or Family Members of any of these, individually or collectively, have the ability to control management of your organization?

YES **or** **NO**

The undersigned certifies that the information provided above is true and correct to the best of his/her knowledge.

Organization: **South Lake County Fire Protection District**

Signature:

Attachment A

CAL FIRE Wildfire Prevention Grant Program

Equipment Disposition Plan

Directions: Table 1 is filled out with the purchase of equipment and kept with your records. At the completion of the grant Table 1 and Table 2 are submitted with the final report.

Equipment is an item exceeding \$5,000 or more per unit cost and has a tangible useful life of more than one year.

Equipment Requirements

- a) Unless the agreement provides otherwise, the title to equipment acquired by a recipient in part or wholly with CAL FIRE Wildfire Prevention grant funds shall vest in the recipient, subject to the conditions of this Attachment and a vested interest maintained with the State of California for the service life¹ of the equipment, continuing after the termination of the Grant Agreement.
- b) The recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds and shall not encumber the property without approval. When no longer needed for the original project or program, the recipient shall use the equipment in connection with its other CAL FIRE aligned activities, in the following order of priority:
 - (1) Activities sponsored by Wildfire Prevention, then
 - (2) Activities aligned with Wildfire Prevention interests.
- c) Prior authorization must be received from CAL FIRE if the recipient uses CAL FIRE funds to purchase equipment under a financing or loan agreement. For instances where equipment is purchased under a loan or financing agreement, the recipient shall maintain a status of "good standing" with the financing entity for the duration of financing terms. Prior to the termination of the Grant Agreement, the equipment must be paid off in whole and all interest in the equipment held by a third-party lender or similar entity shall be extinguished, unless written approval is otherwise granted at the discretion of the CAL FIRE Wildfire Prevention Staff. In such a case, recipient shall inform the lender, in writing, of CAL FIRE's interest in the equipment using a "Financing Notification Letter" provided by CAL FIRE.
- d) The recipient's property management standards for equipment acquired with grant funds shall include all of the following.
 - (1) Equipment records shall be maintained accurately and shall include the following information.
 - (i) A description of the equipment.
 - (ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - (iii) Source of the equipment, including the award number.
 - (iv) Title vesting details.
 - (v) Acquisition date and cost.
 - (vi) Information from which one can calculate the percentage of state participation in the cost of the equipment.
 - (vii) Location and condition of the equipment and the date the information was reported.
 - (viii) Unit acquisition cost.
 - (ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value.
 - (2) Equipment purchased, at least in part, by Wildfire Prevention grant funds shall still have a vested interest by CAL FIRE.
 - (3) A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - (4) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was purchased at least in part by CAL FIRE, the recipient shall promptly notify the CAL FIRE program with whose funds the equipment was purchased. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

¹ Service Life is the number of years the equipment is likely to remain in service for the purpose of cost-effective revenue generation.

Attachment A

CAL FIRE Wildfire Prevention Grant Program: Equipment Disposition Plan


Grant Award number:

Organization Name:

Grant Period:

Grant Project Title:

Table 1 Equipment Details

SI#	Equipment Description	Serial #, Model # or other ID	Legal owner of asset	Acquisition date	Unit acquisition cost	Location	Condition	Fair market value	Anticipated Date of disposal	Details of disposition	Sale price 

Each Table 1 entry requires a corresponding entry in Table 2.

Table 2 Forecasted Equipment Production

SI#	Equipment Description	Forecasted Service Life (years)	Forecasted Annual Equipment Production. Include associated units of measure. Include more than one unit of measure where appropriate. (e.g. BDT/yr., megawatts/yr., hours/yr., gallons/yr., etc.)	Total Forecasted Equipment Production (Service Life x Annual Equipment Production)

Please list each equipment item identified from Table 1 above. This table aims to quantify the forecasted production capacity for each equipment item that is purchased in whole or in part with CAL FIRE grant funds. Appropriate units of measure should be included for each entry.

Prepared by:

Reviewed by:

Approved by:



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, April 16, 2024, at 7:00 p.m.
Located at the Middletown Fire Station Board Room,
21095 Highway 175, Middletown, CA 95461

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

1. President Comisky called meeting to order at 7:04pm
2. Chief Duncan led pledge of allegiance.
3. Present: Directors Rob Bostock, Madelyn Martinelli, Vice President Matthew Stephenson, and President Jim Comisky absent Stephanie Cline. Also, present Chief Duncan, Board Clerk Gloria Fong and Office Tech Karin Collett.
4. **Martinelli/Bostock Motion** to approve agenda, AYES: Bostock, Martinelli, Stephenson, Comisky. NOES: None. ABSENT: Cline. **MOTIONED CARRIED.**
5. Citizens' Input: Any person may speak for three (3) minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda. Total period is not to exceed fifteen (15) minutes, unless extended at the discretion of the Board.

None

6. Communications:
 - 6.a. Fire Sirens Comisky says social media presence is going great.
 - 6.b. Fire Safe Council minutes in communications.
 - 6.c. Volunteer Association Todd Fenk, Bike monkey Race is on the 4th of May, Graduation is this Sunday for our 4 graduates. We already have 5 interested candidates for next year. We will do a badge pinning at one of the next board meetings.
 - 6.d. Chief's Report Chief Duncan, as attached, only addition is the RRA meeting at this facility, it went really well, and they are happy.
 - 6.e. Finance Report provided and adopted will be what's prepared for FY 2024-25 recommended.
 - 6.f. Directors' activities report,
Martinelli apologize for missing the last 2 meetings, wire transfer made for GEMT on 4/11.
Stephenson, nothing to report.
Bobstock, nothing to report.

Comisky, did hold an Equipment and Facilities meeting to discuss the construction of 63 in HVL. Chief walked us through about the processes and recommendation from legal counsel, chief will move forward on recommendations to start groundwork and not close enough to say here is your recommended dollar amount. The committee will continue to work with the command staff. The station will be a good-looking station. We will continue to talk about this more and more. Measure H passed in Sonoma County which is giving them multiple new stations. The new fire station will be around 8 thousand sqft.

7. Regular Items:

- 7.a. Resolution No. 2023-24-12 A Resolution Imposing and Levying Special Tax and Requesting County of Lake Collect Special Tax on the 2024-2025 County Tax Rolls. Placed on the Agenda by Staff Services Analyst (SSA) Gloria Fong.

Suggestion is to adopt a CPI methodology and stick to it.

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

- 7.b. Resolution No. 2023-24-13, A Resolution of the Board of Directors of the South Lake County Fire Protection District Making Findings and Requesting Imposition of the Fire Mitigation Fees Pursuant to the Lake County Fire Mitigation Fee Ordinance. Placed on the agenda by SSA Gloria Fong.

This is provided in case in the resolution that is already submitted falls through.

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

- 7.c. Resolution No. 2023-24-14, A Resolution Accepting Second Amendment to Agreement with Wittman Enterprises, LLC for Ambulance Billing and Collection Services for 3-year term beginning July 1, 2024. Placed on the agenda by SSA Gloria Fong.

This renews, extends the agreement.

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

- 7.d. Resolution No. 2023-24-15, A Resolution Canceling Reserves for Powered Gurney and Loading System for amount of \$80,052 approved at 02/20/24 regular board meeting plus sales tax amount of \$4,432. Placed on the agenda by SSA Gloria Fong.

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

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

8.a. Meeting Minutes - March

8.b. Warrants – April

- 8.c. Budget Transfer from professional, specialized services account to cover unanticipated expenditure 1) food expense account for meals during storm staffing event \$2,500; 2) capital fixed asset-equipment other account for new ambulance mobile communication equipment, its install & decal and install \$7,098; 3) special department supplies & services account for operation force multiplier program items (extinguishers, their brackets & tools \$24,786.

Additions to the warrant list are checks in amounts \$4,920 to Sofmen for burn permit program updates/development, \$382.98 to AT&T for telephone charges, \$401.60 to South County Small Engine Repair for ram fan and small generator repair, \$1,500 to Jene Anderton for EMS consulting, US Bank's check Lake Part charges corrected to 43.48, 500.54 and 163.97, addition of \$287.52 for Costco purchase of hydration supplies, \$15.99 for Zoom monthly charge, \$37.05 credit by Treadmill parts, and \$170.00 to Cascade, and removal of stryker invoices that will be paid in May. Tonight's new total of \$126,272.87.

Martinelli asked and Chief explained about the price of the new utilities.

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

9. **Martinelli/Stephenson** Motion to Adjourn Meeting at 7:35pm. All in attendance in favor.

Respectfully submitted by
Karin Collett Office Technician:

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

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

Detail Report by Vendor, Invoice
 Run Date: 05/16/2024 06:54:27pm By: GF

Selection Criteria:
 Include Inv Batch No: SLCF 05/24/2024

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

Check No	Vendor Name	Invoice	Inv Date	Invoice Description	Budget Exp Acct	Inv Total	Req No / Descr 2
11293	DC CUSTOMS, INC	199638	04/15/2024	BEDLINER, RUNNING BOARD 1417A	357-9557-795-62-72-60	3,181.39	
11294	JOHANNA LEUZINGER	LEUZINGER041824	04/18/2024	TUITION ADVANCE	357-9557-795-28-30-T	940.00	
					04/23/24 BATCH TOTAL	4,121.39	
11295	ACTION SANITARY	532114	05/01/2024	HYGIENE SAFETY	357-9557-795-28-30-60	180.00	
	WILLIAM L ADAMS PC	338	05/01/2024	LEGAL EXPENSE ME 04/30/24	357-9557-795-23-80-SP	280.00	
	JENE MARIE ANDERTON	17	05/15/2024	EMS CONSULTANT	357-9557-795-23-80-AB	1,575.00	
	ARBA	8518JUN2024	05/01/2024	GROUP LIFE FOR PCFS	357-9557-795-03-30-G	224.64	
	AT AND T	21707840	05/13/2024	TELEPHONE CHARGES ME 05/12/24	357-9557-795-30-00-T4	383.88	
	CALLAYOMI CO WATER DISTRICT	80 042924	05/07/2024	WATER USAGE	357-9557-795-30-00-W0	607.94	
	CALLAYOMI CO WATER DISTRICT	81 042924	05/07/2024	WATER USAGE	357-9557-795-30-00-WF	44.46	
	CASCADE SOFTWARE SYSTEMS	INV-00491	05/02/2024	ACCTG SFTWR CLOUD HOST MB 05/01/24	357-9557-795-28-30-60	190.00	
	CHATFIELD CLARKE LLC	802986	04/03/2024	WALL PANEL REPL	357-9557-795-18-00-62	781.31	
	CLEAR LAKE ENVIRONMENTAL RESEARCH C	10360	05/09/2024	GRANT MGMT SVC (12/27/23-1/30/24)	357-9557-795-28-30-60	1,295.00	RES 2023-24-08 5GG20109
	COBB AREA WATER DISTRICT	185 042424	04/26/2024	WATER USAGE	357-9557-795-30-00-W2	189.85	
	JIM COMISKY	COMISKY050124	05/01/2024	REIMB FDAC MILEAGE	357-9557-795-29-50-B	282.74	
	KANDI COTTER	CLEAN042824	04/24/2024	STATION CLEANING	357-9557-795-18-00-60	250.00	
	COUNTY OF LAKE SOLID WASTE	257 043024	05/01/2024	GARAGE DISPOSAL	357-9557-795-30-00-GF	24.68	
	DAISY FRESH	8239	05/07/2024	CARPET CLEANING	357-9557-795-18-00-60	325.00	
	DC CUSTOMS, INC	199789	05/13/2024	ITEMS FOR 1417A	357-9557-795-62-72-60	9,718.78	
	DEPARTMENT OF FORESTRY AND FIRE PRO	171237	04/17/2024	Q3 (SCH A) FY 2023-24- ACTUAL	357-9557-795-23-80-CF	988,898.54	
	DEPARTMENT OF FORESTRY AND FIRE PRO	171239	04/17/2024	Q3 (AMADOR) FY 2023-24-ACTUAL	357-9557-795-23-80-CF	23,624.09	
	DEPARTMENT OF MOTOR VEHICLES	DF8Z16032624	03/26/2024	REGISTRATION 2024 OHV	357-9557-795-28-30-60	54.00	
	EMS TECHNOLOGY SOLUTIONS LLC	60571	05/02/2024	INVENTORY SOFTWARE LABELS	357-9557-795-28-30-60	100.00	
	FRANK HAAS	430047	04/24/2024	BACKFLOW TEST (4)	357-9557-795-18-00-60	200.00	
	BARBARA HORST	HORSTMAY2024	05/07/2024	OPEB REIMBURSEMENT	357-9557-795-03-30-R	624.74	
	HUDOCK FIRE PROTECTION	1179	05/14/2024	FIRE SPRINKLER ANNUAL INSPECTION	357-9557-795-18-00-60	650.00	
	LAKE COUNTY SPECIAL DISTRICTS	2200820 061524	04/15/2024	SEWER USAGE	357-9557-795-30-00-S0	62.93	
	LAKE COUNTY SPECIAL DISTRICTS	2202596 061524	04/15/2024	SEWER USAGE	357-9557-795-30-00-SF	62.93	
	ROBERT LANNING	INV122043	04/03/2024	PARKING PAD PREP	357-9557-795-18-00-60	2,640.00	
	ROBERT LANNING	INV122045	05/06/2024	FUEL REDUCTION-APR 2024	357-9557-795-28-30-60	7,680.00	
	LEETE GENERATORS	57206	05/15/2024	SEMI-ANNUAL INSP	357-9557-795-18-00-60	621.74	
	LEETE GENERATORS	57208	05/15/2024	SEMI-ANNUAL INSP	357-9557-795-18-00-64	603.96	

Check No	Vendor Name	Invoice	Inv Date	Invoice Description	Budget Exp Acct	Inv Total	Req No / Descr 2
	LEXIPOL	INVPRA1233278	01/31/2024	GRANT WRITING, REVIEW AFG FY23	357-9557-795-23-80-SP	2,400.00	
	LIFE ASSIST INC	95461FPD 043024	04/30/2024	EMS SUPPLIES	357-9557-795-19-40-MS	890.61	
	LINCOLN LEAVITT INSURANCE AGENCY IN	POLICYADD042624	04/26/2024	POLICY ADDITION	357-9557-795-15-10-63	213.00	
	LOCH LOMOND MUTUAL WATER	31 052124	05/21/2024	WATER USAGE	357-9557-795-30-00-W4	125.00	
	DENNIS DAVID MAHONEY	153	04/25/2024	LANDSCAPE SERVICE	357-9557-795-18-00-60	415.00	
	KIMBERLY MIINCH	MIINCH042524	04/25/2024	REIMB EMT RENEWAL	357-9557-795-28-30-T	117.00	
	PG AND E	699137074150422	04/23/2024	ELECTRIC CHGS	357-9557-795-30-00-E2	3,856.94	
	BRANDON SKINNER	233	04/20/2024	ELECTRICAL WORK	357-9557-795-18-00-60	900.00	
	BRANDON SKINNER	234	04/20/2024	ELECTRICAL WORK	357-9557-795-18-00-60	700.00	
	US BANK VOYAGER	8690837252417	04/24/2024	FUEL FOR EX6021	357-9557-795-28-30-60	608.49	
	WITTMAN ENTERPRISES	2403043	05/02/2024	AMBULANCE BILLING MAR 2024	357-9557-795-23-80-AB	3,046.72	
	US BANK			VARIOUS (SEE ATTACHED)		2,113.02	
	U.S.BANK			VARIOUS (SEE ATTACHED)		124,290.29	
					MAY GRAND TOTAL	1,181,852.28	

Check No	Merchant Vendor Name	Invoice	Inv Date	Invoice Description	Budget Exp Acct	Inv Total	Req No / Descr 2
	NATIONAL PRODUCTS INC	24-107047	04/11/2024	TABLET MOUNTS (9 SETS)	357-9557-795-17-00-60	1,416.14	
	TRANCAS STEAKHOUSE	240411-02-34	04/11/2024	MEALS FOR INSTRUCTORS	357-9557-795-28-30-TB	407.30	CAL FIRE TRAINING BUREAU
	ETSY INC	3264052047	04/11/2024	RECOGNITION AWARD	357-9557-795-28-30-60	289.58	
					SUBTOTAL	2,113.02	
	AMAZON	0560243	04/23/2024	AC UNIT WARRANTY 3YR	357-9557-795-18-00-63	57.99	
	AMAZON	0681031	04/25/2024	HOUSEHOLD ITEMS	357-9557-795-22-70-62	199.02	
	HILLSIDE POWERSPORTS MARINE	100118111	04/30/2024	SAFETY APPAREL FOR UTV TRNG	357-9557-795-11-00-P	853.22	
	JAMF SOFTWARE LLC	100933303	05/09/2024	DEVICE MGMT SOFTWARE ME 06/09/24	357-9557-795-28-30-60	56.00	
	EMBASSY SUITES BY HILTON MONTEREY B	1175154A	04/22/2024	FDAC CONF LODGING	357-9557-795-29-50-B	80.00	
	AMAZON	1225036	04/25/2024	HOUSEHOLD ITEM	357-9557-795-14-00-62	18.35	
	MATHESON TRI GAS INC	12299 043024	04/30/2024	MEDICAL OXYGEN	357-9557-795-19-40-O	133.09	
	AW EQUIPMENT REPAIR INC	1280	03/12/2024	VEHICLE C-SVC, 90 DAY, REPAIR E6011	357-9557-795-17-00-60	6,300.00	
	AW EQUIPMENT REPAIR INC	1304	04/23/2024	VEHICLE 90 DAY SERVICE E6321	357-9557-795-17-00-63	225.00	
	AW EQUIPMENT REPAIR INC	1306	04/23/2024	VEHICLE C SERVICE E6421	357-9557-795-17-00-64	4,894.31	
	AMAZON	1308216	05/07/2024	SAFETY APPAREL	357-9557-795-11-00-P	154.44	
	LEES SPORTING GOODS	1316	04/23/2024	UNIFORM APPAREL	357-9557-795-11-00-U	85.91	
	AMAZON	1668226	04/24/2024	CHARGERS FOR TABLET COMM UPGRADE	357-9557-795-22-70-60	263.32	
	LAKE COUNTY WASTE SOLUTIONS	175856308U003	05/01/2024	REFUSE/RECYCLE COLLECTION	357-9557-795-30-00-G2	83.38	
	LAKE COUNTY WASTE SOLUTIONS	175856318U033	05/01/2024	REFUSE/RECYCLE COLLECTION	357-9557-795-30-00-G0	181.86	
	LAKE COUNTY WASTE SOLUTIONS	175856351U033	05/01/2024	REFUSE/RECYCLE COLLECTION	357-9557-795-30-00-G3	72.74	
	HARDESTERS	487581	04/30/2024	STA 63 MAINT	357-9557-795-14-00-63	485.20	
	HARDESTERS	487364	04/30/2024	STA 60 CASES OF WATER	357-9557-795-13-00-60	485.20	
	HARDESTERS	485041	04/30/2024	STA 63 FACILITY SIGNS MATERIAL	357-9557-795-18-00-63	485.20	
	HARDESTERS	488536	04/30/2024	STA 62 PAINT REFRESH SUPPLIES	357-9557-795-18-00-62	485.20	
	HARDESTERS	487011	04/30/2024	STA 60 BEE KILLER	357-9557-795-14-00-60	485.20	
	HARDESTERS	486708	04/30/2024	STA 63 DOOR HANDLE	357-9557-795-18-00-63	485.20	
	HARDESTERS	486226	04/30/2024	STA 60 CLEANING SUPPLIES	357-9557-795-17-00-60	485.20	
	HARDESTERS	487093	04/30/2024	STA 62 COOKING SUPPLIES	357-9557-795-14-00-62	485.20	
	HARDESTERS	485110	04/30/2024	STA 60 CLEANING SUPPLIES	357-9557-795-14-00-60	485.20	
	HARDESTERS	488561	04/30/2024	STA 60 CLEANING SUPPLIES	357-9557-795-17-00-60	485.20	
	HARDESTERS	488288	04/30/2024	EX6021 MAINT SUPPLIES	357-9557-795-17-00-60	485.20	
	HARDESTERS	487238	04/30/2024	EX6021 MAINT PARTS	357-9557-795-17-00-60	485.20	
	LAKE PARTS INC	304-128329	04/30/2024	E6011 TURBO BOOST SENSOR	357-9557-795-17-00-60	923.56	
	LAKE PARTS INC	44573	04/30/2024	E6421 90-DAY SERVICE SUPPLIES	357-9557-795-17-00-64	923.56	
	LAKE PARTS INC	45343	04/30/2024	E6421 90-DAY SERVICE SUPPLIES	357-9557-795-17-00-64	923.56	
	AMAZON	2261861	04/25/2024	DOOR LOCK REPL	357-9557-795-18-00-60	257.38	
	MIDDLETOWN COPY AND PRINT	2481	04/24/2024	DECALS FOR VEHICLE (8 SETS)	357-9557-795-17-00-60	3,717.23	
	MEDIACOM	30128147 051624	04/07/2024	INTERNET SVC	357-9557-795-30-00-I3	100.01	
	MEDIACOM	30165883 052624	04/17/2024	INTERNET SVC	357-9557-795-30-00-I2	100.01	
	MEDIACOM	30173705 052624	04/17/2024	INTERNET SVC	357-9557-795-30-00-I0	84.99	
	QUILL LLC	38535186	05/06/2024	PRINTING & MAIL SUPPLIES	357-9557-795-22-70-60	184.85	
	SAFeway-ST HELENA	403137484580	04/25/2024	REFRESHMENT FOR TRNG & MTG	357-9557-795-28-30-TB	118.09	CAL FIRE TRAINING BUREAU
	AMAZON	4241868	04/29/2024	REFRESHMENT FOR TRNG & MTGS	357-9557-795-28-30-TB	79.96	CAL FIRE TRAINING BUREAU
	MIDDLETOWN MAIL AND MORE	45319	04/23/2024	POSTAGE	357-9557-795-22-71-60	10.59	
	AMAZON	4835462	04/29/2024	TRAINING EQT LABELING SUPPLIES	357-9557-795-28-30-TB	96.92	CAL FIRE TRAINING BUREAU
	EUREKA OXYGEN CO	486795	04/10/2024	FIRE EXTINGUISHER ANNUAL SRV	357-9557-795-17-00-62	158.95	
	EUREKA OXYGEN CO	486796	04/10/2024	FIRE EXTINGUISHER ANNUAL SRV	357-9557-795-17-00-64	157.29	
	EUREKA OXYGEN CO	486798	04/10/2024	FIRE EXTINGUISHER ANNUAL SRV	357-9557-795-17-00-63	112.00	
	EUREKA OXYGEN CO	486799	04/10/2024	FIRE EXTINGUISHER ANNUAL SRV	357-9557-795-17-00-60	510.89	

Check No	Merchant Vendor Name	Invoice	Inv Date	Invoice Description	Budget Exp Acct	Inv Total	Req No / Descr 2
	AMAZON	4889861	04/23/2024	PORTABLE AC UNIT REPL, TIC CHGRS	357-9557-795-22-70-63	464.17	
	HIDDEN VALLEY LAKE CSD	50050000 043024	05/01/2024	WATER/SEWER	357-9557-795-30-00-W3	201.92	
	FERRELLGAS	5008508057	04/25/2024	PROPANE FILL FOR FIRE STATION	357-9557-795-30-00-P0	1,138.90	
	AMAZON	5071456	05/15/2024	LABELING SUPPLIES	357-9557-795-22-70-60	83.86	
	RECORD BEE	6828246	05/09/2024	LEGAL PUBLICATION	357-9557-795-24-00-00	54.52	
	STERICYCLE INC	8006895012	04/19/2024	MEDICAL WASTE MB 05/01/24	357-9557-795-19-40-MW	99.21	
	AMAZON	8896248	05/06/2024	OFFICE BRIEFCASE	357-9557-795-28-30-TB	214.42	CAL FIRE TRAINING BUREAU
	ZOLL MEDICAL CORPORATION	90099623	04/15/2024	HEART MONITOR,AUTOPULSE,AED	357-9557-795-28-48-60	5,085.94	
	STRYKER	9205686127	02/28/2024	POWER LOAD SYS BATTERY CHGR	357-9557-795-62-74-60	1,349.24	
	STRYKER	9205747076	03/07/2024	POWER LOAD SYS POWER CORD	357-9557-795-62-74-60	31.15	
	STRYKER	9205764104	03/11/2024	POWER LOAD SYS BATTERY	357-9557-795-62-74-60	942.51	
	STRYKER	9205781382	03/13/2024	POWER LOAD SYS, GURNEY	357-9557-795-62-74-60	64,071.44	
	STRYKER	9205809921	03/18/2024	POWER LOAD SYS SVC AGMT 7YR	357-9557-795-28-48-60	18,089.70	
	AMAZON	9367418	05/01/2024	MICROWAVE REPL	357-9557-795-14-00-62	178.37	
	ARMED FORCE PEST CONTROL	98760	04/26/2024	PEST CONTROL	357-9557-795-18-00-63	650.00	
	ARMED FORCE PEST CONTROL	98809	04/29/2024	PEST CONTROL	357-9557-795-18-00-62	80.00	
	VERIZON WIRELESS	9962688585	04/26/2024	CELLULAR SVC ME 05/26/24	357-9557-795-12-00-60	7,712.27	
	STREAMLINE	D933AAE6-0015	05/01/2024	WEBSITE HOSTING MB 05/01/24	357-9557-795-28-30-60	355.00	
	TECHNIMOUNT SYSTEM	INV-002342	05/09/2024	ZOLL BRACKETS	357-9557-795-17-00-63	590.00	
	CASCADE SOFTWARE SYSTEMS	INV172226CM	03/01/2024	ACCTG SFTWR CLOUD HOST MB 03/01/24	357-9557-795-28-30-60	-170.00	
	ZOOM VIDEO COMMUNICATIONS INC	INV256375899	05/11/2024	BOARD MTG REMOTE ACS ME 06/10/24	357-9557-795-23-80-SP	15.99	
	LN CURTIS AND SONS	INV807191	03/27/2024	SCBA FILL UNIT SERVICE	357-9557-795-17-00-60	2,197.69	
	PETERSON	PC060189229	05/14/2024	REPAIR PARTS FOR EX6021	357-9557-795-28-30-60	363.10	RES 2023-24-08 5GG20109
	TOTAL SAFETY SUPPLIES AND SOLUTIONS	S4847877.006	04/26/2024	GAS CYLINDER REGULATORS RETURN	357-9557-795-28-30-62	-265.66	
					SUBTOTAL	124,290.29	

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	4,000.00	2,300.00	63.49	400.00
01-12	Salaries & Wages-Temporary	115,500.00	115,500.00	95,560.50	19,939.50	82.74	12,558.66
01-13	Salaries & Wages-Overtime	36,750.00	36,750.00	10,669.76	26,080.24	29.03	0.00
02-21	FICA/Medicare-Employr Share	12,600.00	12,600.00	8,730.97	3,869.03	69.29	1,029.59
03-30	Insurance	35,595.00	35,595.00	14,972.22	20,622.78	42.06	1,349.38
03-31	Unemployment Insurance	5,250.00	5,250.00	1,302.34	3,947.66	24.81	116.79
04-00	Workers Compensation	31,101.00	31,101.00	30,242.00	859.00	97.24	0.00
09-00	Payroll Clearing	0.00	0.00	43,230.60	-43,230.60	N/A	-14,605.04
11-00	Clothing & Personal Supplies	25,200.00	25,200.00	11,608.72	13,591.28	46.07	1,093.57
12-00	Communications	23,100.00	23,100.00	7,829.78	15,270.22	33.90	7,712.27
13-00	Food	2,625.00	6,125.00	4,019.54	2,105.46	65.63	18.57
14-00	Household Expense	15,750.00	15,750.00	5,676.34	10,073.66	36.04	482.75
15-10	Insurance-Other	63,000.00	63,000.00	56,688.00	6,312.00	89.98	213.00
17-00	Maintenance-Equipment	84,000.00	84,000.00	57,798.06	26,201.94	68.81	21,478.33
18-00	Maint-Bldgs & Imprvmts	92,014.00	91,014.00	30,014.56	60,999.44	32.98	9,606.16
19-40	Medical Expense	48,825.00	48,825.00	39,669.09	9,155.91	81.25	1,122.91
20-00	Memberships	6,510.00	6,510.00	1,700.00	4,810.00	26.11	0.00
22-70	Office Supplies	3,150.00	3,150.00	2,554.04	595.96	81.08	626.77
22-71	Postage	2,751.00	2,751.00	1,030.35	1,720.65	37.45	10.59
23-80	Professional, Specialized Svc	4,658,761.00	4,587,608.00	2,785,806.25	1,801,801.75	60.72	1,019,840.34
24-00	Publications & Legal Ntcs	1,155.00	1,155.00	362.67	792.33	31.40	54.52
27-00	Small Tools & Instruments	3,675.00	3,675.00	614.66	3,060.34	16.73	0.00
28-30	Special Dept Supp & Svcs	79,720.00	314,320.00	228,288.03	86,031.97	72.63	11,769.20
28-48	Special Dept Ambulance Exp	208,600.00	469,142.00	390,539.00	78,603.00	83.25	23,175.64
29-50	Transportation & Travel	10,500.00	10,500.00	3,848.16	6,651.84	36.65	362.74
30-00	Utilities	100,000.00	100,000.00	78,383.09	21,616.91	78.38	7,322.42
38-00	Inventory Items	21,000.00	21,000.00	6,063.28	14,936.72	28.87	0.00
48-00	Taxes & Assessments	210.00	210.00	132.69	77.31	63.19	0.00
61-60	Bldgs & Imprv	0.00	36,769.00	36,769.00	0.00	100.00	0.00
62-72	Autos & Light Trucks	0.00	190,000.00	159,458.42	30,541.58	83.93	9,718.78
62-74	Cap FA-Eqt Other	0.00	347,912.00	282,866.26	65,045.74	81.30	66,394.34
62-79	Pr Yr	0.00	37,186.00	37,186.32	-0.32	100.00	0.00
90-91	Contingencies	0.00	0.00	0.00	0.00	N/A	0.00
* 795 Subtotal		5,693,642.00	6,731,998.00	4,437,614.70	2,294,383.30	65.92	1,181,852.28
** Grand Total		5,693,642.00	6,731,998.00	4,437,614.70	2,294,383.30	65.92	1,181,852.28

South Lake County Fire Protection District
 Cost Accounting Management System
 Budget Ledger FISCAL YEAR 2023-24

Revenue	Account	FUND 357 OPERATING	Orig Budget	Adj Budget	YTD Apr	Unenc	% of Budget	Pending Rev
	357-9557-411 10-10	Property Taxes-Current Secured	1,678,000.00	1,678,000.00	1,617,937.80	60,062.20	96.42%	36,697.20
	357-9557-411 10-20	Property Taxes-Current Unsecured	34,000.00	34,000.00	36,811.23	-2,811.23	108.27%	2,148.77
	357-9557-411 10-25	Property Taxes-Supp 813-Current	0.00	0.00	6,495.23	-6,495.23	100.00%	10,202.77
	357-9557-411 10-35	Property Taxes-Supp 813-Prior	0.00	0.00	6,691.76	-6,691.76	100.00%	
	357-9557-411 10-40	Property Taxes-Prior Unsecured	0.00	0.00	1,445.29	-1,445.29	100.00%	366.71
	357-9557-422 21-60	Permits-Other	14,000.00	14,000.00	13,924.00	76.00	99.46%	132.00
	357-9557-441 42-01	Revenue from Use of Money-Interest	26,000.00	26,000.00	151,092.12	-125,092.12	581.12%	
	357-9557-453 54-60	State Aid-HOPTR	13,000.00	13,000.00	6,236.16	6,763.84	47.97%	
	357-9557-453 54-90	State Aid-Other	35,000.00	35,000.00	15,820.86	19,179.14	45.20%	
	357-9557-455 55-40	Other Federal-Disaster Relief	0.00	0.00	14,109.70	-14,109.70	100.00%	
	357-9557-456 56-30	Other Government Agencies-Other	84,080.00	293,894.00	161,043.28	132,850.72	54.80%	37,040.00
	357-9557-465 68-60	Public Protection-Instnl Care & Svc (Amb)	400,000.00	400,000.00	600,486.46	-200,486.46	150.12%	701,118.87
	357-9557-466 69-29	Other Current Services-Fire Protection	2,000,000.00	2,000,000.00	1,561,725.44	438,274.56	78.09%	492,738.56
	357-9557-491 79-50	Other-Revenue - Prior Year	0.00	0.00	198,728.56	-198,728.56	100.00%	
	357-9557-491 79-70	Other-Sales - Miscellaneous	0.00	0.00	0.00	0.00	0.00%	
	357-9557-492 79-90	Other Revenue-Miscellaneous	0.00	0.00	556.06	-556.06	100.00%	
	357-9557-492 79-91	Other Revenue-Cancelled Checks	0.00	0.00	0.00	0.00	0.00%	
	357-9557-492 79-92	Other Revenue-Insurance Rebates	0.00	0.00	3,230.49	-3,230.49	100.00%	
	357-9557-492 79-93	Other Revenue-Insurance Proceeds	0.00	0.00	0.00	0.00	0.00%	
	357-9557-502 81-22	Operating Transfers-Transfers-In	0.00	227,186.00	227,186.00	0.00	100.00%	
		TOTAL REVENUE	4,284,080.00	4,721,080.00	4,623,520.44	97,559.56	97.93%	1,280,444.88

Revenue	Account	FUND 366 FIRE MITIGATION FEE	Orig Budget	Adj Budget	YTD Apr	Unenc	% of Budget	Pending Rev
	366-0000-441 42-01	Revenue from Use of Money-Interest	0.00	0.00	4,444.24	-4,444.24	100.00%	
	366-0000-461 66-15	Charges for Svc-Fire Mitigation	0.00	0.00	90,205.63	-90,205.63	100.00%	2,012.00
	366-0000-492 81-23	Operating Transfers-Transfers-Out	0.00	0.00	-227,186.00	227,186.00	100.00%	
		TOTAL REVENUE	0.00	0.00	-132,536.13	132,536.13	100.00%	2,012.00

Run Date: 05/17/2024 02:43:24pm
 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	7,315,535.67
* Current Asset accts Subtotal		
Equity accts		
Fund Balance	357-9557-390-00-00-00	2,196,823.67
General	357-9557-391-01-00-00	154,702.00
Unreserved-Designated	357-9557-392-00-00-00	2,885,820.00
Equipment Reserve	357-9557-392-04-00-00	994,846.00
Medical Insurance Reserve	357-9557-392-12-00-00	224,888.00
Medical Svcs & Eqpt Reserve	357-9557-392-25-00-00	858,456.00
* Equity accts Subtotal		
** 357 Subtotal		
366 FUND: So Lk Co Fire Mitigation		
Current Asset accts		
Cash	366-0000-100-00-00-00	145,038.91
* Current Asset accts Subtotal		
Equity accts		
Fund Balance	366-0000-390-00-00-00	145,038.91
* Equity accts Subtotal		
** 366 Subtotal		
*** Grand Total		

*** END OF REPORT ***

**COUNTY OF LAKE
OFFICE OF THE AUDITOR-CONTROLLER**

COUNTY OF LAKE

BUDGET TRANSFER

Fiscal Year: 2023-24

Budget Title: <u>South Lake County Fire Protection District</u>	Budget Transfer #B _____ (Auditor's Office Completes this section)
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TRANSFER FROM:

TRANSFER TO:

From: Fund <u>357</u> Dept <u>9557</u>	To: Fund <u>357</u> Dept <u>9557</u>	
(000) (0000)	(000) (0000)	
<u>Account</u> (000.00-00)	<u>Account Title</u>	<u>Amount</u>
<u>795-23.80</u>	<u>Professional,Specialized Svc</u>	<u>\$1000</u>
<u>795-23.80</u>	<u>Professional,Specialized Svc</u>	<u>\$1500</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Department's justification & explanation of why transfer is necessary:

to cover unanticipated expenditure: _____

1) office supplies _____

2) capital fixed asset-equipment account other for ambulance power load system _____

Authorized Department Signature: _____ Date: _____

APPROVED DENIED

CHAIRPERSON, DISTRICT DATE

Auditor-Controller Use Only

Date _____ JE# _____ By: _____