



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Any person may speak for 3 minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, unless extended at the discretion of the Board Chair. The public is allowed to comment before any action is taken by the Board on any specific issue.

Agenda of public meetings and supporting documents are available for public inspection in the Fire District Office, 445 N. Main Street, Lakeport, CA 95453, during normal business hours.

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

BOARD OF DIRECTORS REGULAR MEETING **AGENDA**

February 14, 2023, 5:00 P.M.
Lakeport Fire Protection District
445 N. Main Street, Lakeport, CA 95453

A. Call to Order

- A1. Pledge of Allegiance
- A2. Roll Call

B. Consent Calendar

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

- B1. Motion to Approve February 14, 2023 Regular Meeting Agenda (GC §54954.2)
- B2. Motion to Approve January 10, 2023, Regular Meeting Minutes
- B3. Motion to Approve January 2023 Warrants/Expenditures (CalCard details to be provided at next meeting)
- B4. Motion to Approve Payroll for the pay periods ending January 15 and January 31, 2023

C. Public Comment (GC §54954.3)

Any person may speak for three minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda.

D. Reports – Information/Discussion

D1. Fire Chief, Administration/Finance and Captains Reports

- a. Fiscal Year to Date Budget Report
- b. Update on New Website Development
- c. Incident Log for January 2023
- d. Fleet Mileage/Hours/Service Report for January 2023
- e. Fire District Association of California (FDAC) conference being held in Napa March 15-17
- f. Review of Public Agency Risk Management Association (PARMA) Conference held last week in Sacramento
- g. Assistance to Firefighters Grant (AFG) submitted 2/10/23
- h. Citizen Complain Form

D2. Professional Firefighters Association – Teamsters Local #856 Report

D3. Volunteer Firefighters Association Report

D4. City Council Representative's Report

D5. Directors Activity Reports

E. Action Items

- E1. Report, unsealing of bids, discussion and possible action regarding auctioning off surplus 1996 Chevrolet Blazer SUV
- E2. Report, unsealing of bids, discussion and possible action regarding selection of fuel supplier
- E3. Report, discussion and possible action on updating the Signature Authorization – Special Districts Local Boards for the Auditor-Controller
- E4. Report, discussion and possible action on accepting Golden State Risk Management Authority (GSRMA) appraisal report
- E5. Report, discussion and possible action on CalPERS report regarding Holiday Pay errors from previous years
- E6. Report, discussion and possible action on funding the CalPERS Unfunded Accrued Liability (UAL)
- E7. Report, discussion and possible action on 2022-23 budget modification
- E8. Report, discussion and possible action on adopting a formal, written work period and overtime policy
- E9. Report, discussion and possible action regarding adopting a formal, written Volunteer Debt Forgiveness policy in regard to LFPD volunteers who have an ambulance billing balance due to LFPD
- E10. Report, discussion and possible action regarding entering into a contract with Dennis Lockard, CFM & CBO for Fire and Life Safety Plan Review Services.

Lakeport Fire Protection District
Board of Directors Regular Meeting Agenda for February 14, 2023

E11. Report, discussion and possible action regarding entering into a contract with NC Bell for solar energy installation at Station 52

E12. Report, discussion and possible action regarding granting an outgoing employee's request for a 6-month leave of absence in lieu of termination

F. Request for Future Agenda Items

G. Closed Session (GC §54957.7)


G1. Public Employment – Title: Captain (GC §54957) – Request for 6-month Leave of Absence

H. Open Session

H1. Report on Closed Session: (GC §54957.1)

I. Adjournment

Agenda Posted Per GC §54954.2
on February 11, 2023, at 5:00 p.m.



Ray Lavelle, Board Clerk



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BOARD OF DIRECTORS REGULAR MEETING MINUTES

**January 10, 2023, 5:00 P.M.
Lakeport Fire Protection District
445 N. Main Street, Lakeport, CA 95453**

A. Call to Order

A1. Pledge of Allegiance led by Chair Gabe.

A2. Swearing in of Newly Appointed Director Jeffery Warrenburg

Acting Board Clerk Promise Fossa administered the Oath of Office to newly appointed Director Jeffery Warrenburg

A3. Roll Call

Director Brown X, Director Warrenburg X, Director Whitehead X and Chair Gabe X

Vice-Chair Lucas was absent.

Staff Present: Fire Chief Patrick Reitz and Admin Promise Fossa

B. Consent Calendar

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

B1. Motion to Approve January 10, 2023 Regular Meeting Agenda (GC §54954.2)

B2. Motion to Approve December 13, 2022, Regular Meeting Minutes

B3. Motion to Approve December Warrants/Expenditures with CalCard details

- B4. Motion to Approve Payroll for the pay periods ending December 15 and December 31, 2022

Director Whitehead made a motion, seconded by Director Brown, to approve the consent calendar as submitted.

Ayes: Brown, Flora, Whitehead, Gabe

Noes:

Absent: Lucas

Motion Passes

C. Public Comment (GC §54954.3)

Any person may speak for three minutes about any subject of concern provided it is within the jurisdiction of the Board of Directors and is not already on the today's agenda.

None

D. Reports – Information/Discussion

D1. Fire Chief, Administration/Finance and Captains Reports

The board requested login IDs to use during our trial period enrollment with the California Special Districts Association.

- a. Fiscal Year to Date Budget Report
- b. Incident Log for December 2022
- c. Fleet Mileage/Hours/Service Report for December 2022

D2. Professional Firefighters Association – Teamsters Local #856 Report

D3. Volunteer Firefighters Association Report

D4. City Council Representative's Report

D5. Directors Activity Reports

E. Action Items

- E1. Report, discussion and possible action on updating the Signature Authorization – Special Districts Local Boards for the Auditor-Controller

Director Whitehead made a motion, seconded by Director Brown, to update the Signature Authorization – Special Districts Local Boards form for the Auditor-Controller using the form dated 2022-23.

Ayes: Brown, Flora, Whitehead, Gabe

Noes:

Absent: Lucas

Motion Passes

- E2. Report, discussion and possible action on casting a vote for Independent Special District Alternate Representative on Lake Local Agency Formation Commission (LAFCO)

Director Brown made a motion, seconded by Director Warrenburg, to cast the District's vote for Rosemary Cordova.

Ayes: Brown, Flora, Gabe

Noes: Whitehead

Absent: Lucas

Motion Passes

- E3. Report, discussion and possible action on electing officers for remainder of Fiscal Year 2022-23

Director Warrenburg made a motion, seconded by Director Brown, to make no changes to the current slate of officers.

Ayes: Brown, Flora, Whitehead, Gabe

Noes:

Absent: Lucas

Motion Passes

- E4. Report, discussion and possible action regarding the adoption of a Board Policy Manual

Director Brown made a motion, seconded by Director Warrenburg, to approve the Board Policy and Procedures manual as presented.

Ayes: Brown, Flora, Whitehead, Gabe

Noes:

Absent: Lucas

Motion Passes

- E5. Report, discussion and possible action regarding a Volunteer Forgiveness policy in regard to LFPD volunteers who have an ambulance billing balance due to LFPD.

This item was tabled to the next meeting.

- F. Request for Future Agenda Items

A member of the public requested that the complaint form discussed at a previous meeting be placed on the next agenda

- G. Adjournment

Chair Gabe adjourned the meeting at 5:47 PM.

Respectfully Submitted: _____

Promise Fossa, Acting Board Clerk

Read and Approved: _____

William Gabe, Board Chairman

Check Date	Check #	Check Total	Vendor	Description
01/18/2023	15592 - 15600	\$0.00	VOIDED Checks	VOIDED Checks
01/18/2023	15601 Total	\$150.27	AT & T	PHONE LINES STATION 50
01/18/2023	15602 Total	\$85.80	Bit Sculptor	IT Tech Support for Email
01/18/2023	15603 Total	\$1,174.00	Cascade Software Systems- Win Cam	CAMS Programming
01/18/2023	15604 Total	\$153.96	Eureka Oxygen	Oxygen Tank Rental
01/18/2023	15605 Total	\$377.90	Henry Repairs HVAC	WASHING MACHINE REPAIR - STATION 52
01/18/2023	15606 Total	\$360.00	Jesse Abrao	MITIGATION FEE REFUND
01/18/2023	15607 Total	\$2,700.00	Lakeport Fire (CalPERS Account)	CalPERS SIP Payments - 11/30 - 12/31/22
01/18/2023	15608 Total	\$127,217.22	Lakeport Fire (Payroll Account)	PR Transfers - 12/15/22 - 1/15/23
01/18/2023	15609 Total	\$205.54	Life Assist	MEDICAL SUPPLIES
01/18/2023	15610 Total	\$87.16	Mendo Mill and Lumber Co.	STATION MAINT SUPPLIES
01/18/2023	15611 Total	\$472.78	Mission Linen Supply	STATION SUPPLIES
01/18/2023	15612 Total	\$12.27	Napa (Lake) Auto Parts	REPAIR PARTS - M5012
01/18/2023	15613 Total	\$2,445.26	NBS	1st Quarter 23 Services
01/18/2023	15614 Total	\$23.64	Pak n Mail	OFFICE SUPPLIES
01/18/2023	15615 Total	\$60.00	Reitz, Patrick	Chief Cell Phone Allowance-December
01/18/2023	15616 Total	\$3,424.22	Systems Design	AMBULANCE BILLING - NOVEMBER
01/18/2023	15617 Total	\$65.26	Tyson, John	REIMB. HEATERS M5011 & M5012
01/18/2023	15618 Total	\$5,243.61	Westgate Petroleum Co. Inc.	Fuel
01/27/2023	15619 Total	\$1,682.95	Westgate Petroleum Co. Inc.	Fuel
01/27/2023	15620 Total	\$27.21	WAKEFIELD & ASSOCIATES LLC	Collections
01/27/2023	15621 Total	\$18.48	Reitz, Patrick	REIMBURSEMENT - STATION MAINT
01/27/2023	15622 Total	\$228.38	Pure Water Partners	Filtered Water NOV-FEB
01/27/2023	15623 Total	\$142.34	Napa (Lake) Auto Parts	DEF - FLEET MAINTENANCE
01/27/2023	15624 Total	\$2,941.32	Life Assist	MEDICAL SUPPLIES
01/27/2023	15625 Total	\$5,820.00	Lake County Fire Chief's Assoc.	LCFCA DUES
01/27/2023	15626 Total	\$150.00	Lake Co. Vector Control Dist.	LAKE COUNTY VECTOR CONTROL ASS. FEE
01/27/2023	15627 Total	\$141.00	Key Coffee Plus	Coffee
01/27/2023	15628 Total	\$2,485.00	ESO Solutions	CAD AND REPORTING SOFTWARE
01/27/2023	15629 Total	\$7,688.52	Department of Healthcare Services	GEMT - 2022 Q1
01/27/2023	15630 Total	\$2,652.00	City of Lakeport	Retiree Medical Insurance
01/27/2023	15631 Total	\$37.32	Bound Tree Medical LLC	MEDICAL SUPPLIES
01/27/2023	15632 Total	\$1,575.00	All in One Auto Repair/Towing	TOW - ENGINE 5011
01/27/2023	15633 Total	\$37,627.25	Teamsters Local 856 Health & Welfare	Health Insurance Coverage February
01/27/2023	15634 Total	\$688.00	Teamsters Local 856 Dues	Teamsters Dues - February
01/27/2023	15635 Total	\$383.50		FF Long Term Disability - February
01/27/2023	15636 Total	\$359.60	American River Benefit Adm	CSFA BASE LIFE INSURANCE - February
Grand Total		\$208,906.76		

Lake County Auditor-Controller

Please prepare a journal entry to transfer funds to our expenditure accounts for our automated payroll service
for the pay period **01/01/23 - 01/15/23**

<u>DISTRICT</u>	<u>FUND</u>	<u>DEPT/DIV</u>	<u>SUB</u>	
Lakeport Fire Protection Dist.	354	9554	795	
DESCRIPTION		CODE	DEBIT (+)	CREDIT (-)
Salaries & Wages-Permanent	FT Admin	01.11 A	8,135.93	
Salaries & Wages-Permanent	FT Shift	01.11 B	35,008.23	
Salaries & Wages-LT/PT/Temporary	LT Shift	01.12 A	2,154.22	
Salaries & Wages-LT/PT/Temporary	PT Admin	01.12 C	1,987.50	
Salaries & Wages- Overtime	FT Shift OT	01.13 A	1,302.27	
Salaries & Wages -Overtime	LT Shift OT	01.13 B	1,027.97	
Salaries & Wages - FLSA	FLSA	01.13 G	983.57	
Medicare - Employer Paid		02.21 A	733.70	
FICA- Employer Paid		02.21 B	0.00	
Medical Insur Reimb (PR Code 36)	FT Admin & FT Shift	03.30 A		1,246.70
Union Dues (PR Code 39)	FT Shift	01.11 C		344.00
PERS After Tax (PR Codes 53 & 55)	FT Admin & FT Shift	01.11 C		5,321.23
PERS 1959 Survivor (PR Code 59)	FT Admin & FT Shift	01.11 C		37.60
CAPE (PR Code C)	FT Shift	01.11 C		191.75
Deferred Comp (PR Code K)	FT Admin & FT Shift	01.11 C		1,250.00
Prof. & Spec. - Payroll Processing		23.80 C		
Payroll Clearing Account		09.00		
Payroll Clearing Account		09.00		42,942.11
TOTAL			51,333.39	51,333.39

DISTRICT AUTH. SIGNATURE _____

Lake County Auditor-Controller

Please prepare a journal entry to transfer funds to our expenditure accounts for our automated payroll service
for the pay period **01/16/23 - 01/31/23**

<u>DISTRICT</u>	<u>FUND</u>	<u>DEPT/DIV</u>	<u>SUB</u>	
Lakeport Fire Protection Dist.	354	9554	795	
DESCRIPTION		CODE	DEBIT (+)	CREDIT (-)
Salaries & Wages-Permanent	FT Admin	01.11 A	8,135.93	
Salaries & Wages-Permanent	FT Shift	01.11 B	35,119.76	
Salaries & Wages-LT/PT/Temporary	LT Shift	01.12 A	2,040.00	
Salaries & Wages-LT/PT/Temporary	PT Admin	01.12 C	2,375.00	
Salaries & Wages- Overtime	FT Shift OT	01.13 A	3,177.52	
Salaries & Wages -Overtime	LT Shift OT	01.13 B		
Salaries & Wages - FLSA	FLSA	01.13 G	945.66	
Medicare - EmployER Paid		02.21 A	751.01	
FICA- EmployER Paid		02.21 B		
Medical Insur Reimb (PR Code 36)	FT Admin & FT Shift	03.30 A		1,246.70
Union Dues (PR Code 39)	FT Shift	01.11 C		344.00
PERS After Tax (PR Codes 53 & 55)	FT Admin & FT Shift	01.11 C		5,245.21
PERS 1959 Survivor (PR Code 59)	FT Admin & FT Shift	01.11 C		37.60
CAPF (PR Code C)	FT Shift	01.11 C		191.75
Deferred Comp (PR Code K)	FT Admin & FT Shift	01.11 C		1,250.00
Prof. & Spec. - Payroll Processing		23.80 C	351.15	
Payroll Clearing Account		09.00		351.15
Payroll Clearing Account		09.00		44,229.62
TOTAL			52,896.03	52,896.03

DISTRICT AUTH. SIGNATURE _____

Lakeport Fire District

2022/2023
Budget Report

General Fund - 354		Final	1/31/2023		58%	
Account #	APPROPRIATIONS	Budget	This Month	YTD	% of Budget	Remaining
01-11	Salaries - Permanent	1,082,000	108,904	597,626	55.2%	484,374
01-12	Extra Help	75,000	11,915	50,349	67.1%	24,651
01-13	Overtime - Holiday -	275,000	9,571	86,343	31.4%	188,657
02-21	Social Security - Medicare	25,000	2,254	10,727	42.9%	14,273
02-22	CalPERS	400,000	84,188	247,750	61.9%	152,250
03-30	Health/Life Insurance	400,000	30,224	259,562	64.9%	140,438
03-31	Unemployment Insurance	0	0	0	0.0%	0
03-45	Retiree Other Post Emp. Benefits	52,000	1,772	26,978	51.9%	25,022
04-00	Workers Compensation	66,000	0	65,485	99.2%	515
09-00	Payroll Clearing Account	0	60,767	61,309	n/a	-61,309
Total Salaries and Benefits		2,375,000	309,593	1,406,129	59.2%	968,871
11-00	Clothing & Personal Supplies	50,000	179	7,043	14.1%	42,957
12-00	Communications	100,000	554	33,409	33.4%	66,591
14-00	Household Expense	7,000	987	4,383	62.6%	2,617
15-10	Insurance - Prop., Auto and Eq.	24,500	0	24,291	99.1%	209
15-12	Insurance - Public Liability	64,500	0	64,444	99.9%	56
17-00	Maintenance - Equipment	100,000	1,072	64,735	64.7%	35,265
18-00	Maintenance - Buildings & Grounds	35,000	422	13,971	39.9%	21,029
19-40	Medical Supplies	50,000	5,703	26,890	53.8%	23,110
20-00	Memberships	10,000	117	779	7.8%	9,221
22-70	Office Supplies	7,000	1,283	5,956	85.1%	1,044
22-71	Postage	1,000	9	172	17.2%	828
22-72	Books & Periodicals	1,500	97	874	58.2%	626
23-80	Professional & Specialized Services	91,000	3,797	32,731	36.0%	58,269
24-00	Publications & Legal Notices	845	0	67	7.9%	778
25-00	Rents & Leases - Equipment	31,000	0	20,789	67.1%	10,211
26-00	Rents & Leases - Buildings	5	0	0	0.0%	5
27-00	Small Tools & Instruments	13,000	24	2,613	20.1%	10,387
28-30	Supplies & Services	64,000	2,377	6,346	9.9%	57,654
28-48	Ambulance Expenses	107,500	3,489	35,289	32.8%	72,211
29-50	Transportation & Travel	4,500	0	43	1.0%	4,457
30-00	Utilities	75,000	12,927	46,165	61.6%	28,835
42-10	Notes & Loans/P&I	61,000	0	60,713	99.5%	287
48-00	Taxes & Assessments	150	0	0	0.0%	150
61-60	Capital Bldgs & Improv. Prior	130,000	0	31,799	24.5%	98,201
62-71	Capital Equipment Office	5,000	0	0	0.0%	5,000
62-72	Capital Equipment Vehicle	50,000	0	0	0.0%	50,000
62-74	Capital Equipment Other	20,000	0	0	0.0%	20,000
90-91	Contingencies	0	0	0	0.0%	0
Total Services, Supplies and Capital Expenses		1,103,500	33,037	483,502	43.8%	619,998
Total Fire Protection		3,478,500	342,630	1,889,631	54.3%	1,588,869

Lakeport Fire District

2022/2023
Budget Report

General Fund - 354		Final	1/31/23		58%	
Account #	REVENUES	Budget	This Month	YTD	% of Budget	Remaining
10-10	Current Secured Taxes	973,000	57,631	574,131	59.0%	398,869
10-20	Current Unsecured Taxes	21,000	0	23,122	110.1%	-2,122
10-25	Supplemental Roll Taxes - Current	12,000	0	6,772	56.4%	5,228
10-35	Supplemental Roll Taxes - Prior	3,000	0	2,843	94.8%	157
10-40	Prior Unsecured Taxes	1,100	0	447	40.6%	653
21-60	Permits	12,500	4,663	10,191	81.5%	2,309
42-01	Interest	2,000	0	7,518	375.9%	-5,518
42-10	Rent - Finley Station	5,400	450	2,701	50.0%	2,699
54-60	Home Owners Prop. Tax Relief	9,000	4,360	4,360	48.4%	4,640
54-70/90	State Aid	25,000	0	0	0.0%	25,000
68-60	Ambulance Revenue	700,000	126,265	360,311	51.5%	339,689
69-29	Measure "M" Special Tax	1,275,000	0	202,802	15.9%	1,072,198
79-60	Sale of Fixed Assets	0	0	0	0.0%	0
79-90	Other/Miscellaneous Revenue	27,000	1,549	23,024	85.3%	3,976
79-91	Cancelled Checks	0	0	561	0.0%	-561
81-22	Operating Transfers In	180,000	0	180,000	100.0%	0
Total Revenue		3,246,000	194,917	1,398,783	43.1%	1,847,217
Transfer from (-to) Fund Balance		232,500	147,713	490,848	n/a	
Total Revenue/using reserves		3,478,500	342,630	1,889,631	54.3%	
Fund Balances						
Acct. #	General Fund - 354					
Unreserved Fund Balance		332,169		290,821		622,990.14
01-00	Reserves - General	20,000	0	0		20,000.00
02-00	Petty Cash	150	0	0		150.00
00-00	Unreserved - General - Designated	200,000	0	0		200,000.00
04-00	Unreserved - Designated - Equip.	900,000	0	(50,000)		850,000.00
06-00	Unreserved - Designated - Buildings	206,118		(130,000)		76,118.00
2500	Unreserved - Designated - Medical	200,000	0	0		200,000.00
Total General Fund 354 Balance		1,858,437	0	110,821		1,969,258.14
Fire Mitigation Fund - 363						
			1/31/23			
			This Month	YTD		
FY Beginning Fund Balance						445,340.29
42-01	Interest		0	1,693		1,692.89
66-15	Lake County Fire Mitigation		6,873	21,079		21,079.00
66-16	Lakeport City Fire Mitigation		3,910	6,957		6,957.00
Total Fire Mitigation Fund 363 Balance			10,783	29,729		475,069.18
Wells Fargo Checking Accounts						
			1/31/23			
Ambulance		77,215				
Payroll		0				
CalPERS		0				
Total Wells Fargo Checking Accounts		77,215				



Revised Feb 2023

General Fund - 354		Final	12/31/2022		50%	
Account #	APPROPRIATIONS	Budget	This Month	YTD	% of Budget	Remaining
01-11	Salaries - Permanent	1,082,000	75,898	488,722	45.2%	593,278
01-12	Extra Help	75,000	6,455	38,434	51.2%	36,566
01-13	Overtime - Holiday -	275,000	24,945	76,773	27.9%	198,227
02-21	Social Security - Medicare	25,000	1,750	8,473	33.9%	16,527
02-22	CalPERS	400,000	0	163,562	40.9%	236,438
03-30	Health/Life Insurance	400,000	31,247	229,339	57.3%	170,661
03-31	Unemployment Insurance	0	0	0	0.0%	0
03-45	Retiree Other Post Emp. Benefits	52,000	4,845	25,206	48.5%	26,794
04-00	Workers Compensation	66,000	0	65,485	99.2%	515
09-00	Payroll Clearing Account	0	(106,344)	542	n/a	-542
Total Salaries and Benefits		2,375,000	38,796	1,096,536	46.2%	1,278,464
11-00	Clothing & Personal Supplies	50,000	651	6,864	13.7%	43,136
12-00	Communications	100,000	432	32,855	32.9%	67,145
14-00	Household Expense	7,000	23	3,397	48.5%	3,603
15-10	Insurance - Prop., Auto and Eq.	24,500	0	24,291	99.1%	209
15-12	Insurance - Public Liability	64,500	0	64,444	99.9%	56
17-00	Maintenance - Equipment	100,000	3,779	63,663	63.7%	36,337
18-00	Maintenance - Buildings & Grounds	35,000	4,169	13,548	38.7%	21,452
19-40	Medical Supplies	50,000	61	21,187	42.4%	28,813
20-00	Memberships	10,000	0	662	6.6%	9,338
22-70	Office Supplies	7,000	652	4,673	66.8%	2,327
22-71	Postage	1,000	79	163	16.3%	837
22-72	Books & Periodicals	1,500	0	776	51.8%	724
23-80	Professional & Specialized Services	91,000	2,553	28,935	31.8%	62,065
24-00	Publications & Legal Notices	845	0	67	7.9%	778
25-00	Rents & Leases - Equipment	31,000	0	20,789	67.1%	10,211
26-00	Rents & Leases - Buildings	5	0	0	0.0%	5
27-00	Small Tools & Instruments	13,000	76	2,589	19.9%	10,411
28-30	Supplies & Services	64,000	(532)	3,969	6.2%	60,031
28-48	Ambulance Expenses	107,500	0	31,800	29.6%	75,700
29-50	Transportation & Travel	4,500	0	43	1.0%	4,457
30-00	Utilities	75,000	1,851	33,239	44.3%	41,761
42-10	Notes & Loans/P&I	61,000	0	60,713	99.5%	287
48-00	Taxes & Assessments	150	0	0	0.0%	150
61-60	Capital Bldgs & Improv. Prior	130,000	0	31,799	24.5%	98,201
62-71	Capital Equipment Office	5,000	0	0	0.0%	5,000
62-72	Capital Equipment Vehicle	50,000	0	0	0.0%	50,000
62-74	Capital Equipment Other	20,000	0	0	0.0%	20,000
90-91	Contingencies	0	0	0	0.0%	0
Total Services, Supplies and Capital Expenses		1,103,500	13,793	450,465	40.8%	653,035
Total Fire Protection		3,478,500	52,589	1,547,001	44.5%	1,931,499

* Version handed out at January board meeting had an error for the Overtime-Holiday Pay line item. This version corrects that error.

General Fund - 354		Final	12/31/22		50%	
Account #	REVENUES	Budget	This Month	YTD	% of Budget	Remaining
10-10	Current Secured Taxes	973,000	520,123	520,123	53.5%	452,877
10-20	Current Unsecured Taxes	21,000	539	23,122	110.1%	-2,122
10-25	Supplemental Roll Taxes - Current	12,000	990	990	8.2%	11,010
10-35	Supplemental Roll Taxes - Prior	3,000	311	2,843	94.8%	157
10-40	Prior Unsecured Taxes	1,100	103	447	40.6%	653
21-60	Permits	12,500	1,798	5,528	44.2%	6,972
42-01	Interest	2,000	0	2,549	127.4%	-549
42-10	Rent - Finley Station	5,400	0	2,251	41.7%	3,149
54-60	Home Owners Prop. Tax Relief	9,000	0	0	0.0%	9,000
54-70/90	State Aid	25,000	0	0	0.0%	25,000
68-60	Ambulance Revenue	700,000	3,002	236,735	33.8%	463,265
69-29	Measure "M" Special Tax	1,275,000	139,451	202,802	15.9%	1,072,198
79-60	Sale of Fixed Assets	0	0	0	0.0%	0
79-90	Other/Miscellaneous Revenue	27,000	0	21,475	79.5%	5,525
79-91	Cancelled Checks	0	0	561	0.0%	-561
81-22	Operating Transfers In	180,000	0	180,000	100.0%	0
Total Revenue		3,246,000	666,316	1,199,425	37.0%	2,046,575
Transfer from (-to) Fund Balance		232,500	(613,727)	347,576	n/a	
Total Revenue/using reserves		3,478,500	52,589	1,547,001	44.5%	

Fund Balances					
Acct. #	General Fund - 354				
	Unreserved Fund Balance	332,169		347,576	679,745.36
01-00	Reserves - General	20,000	0	0	20,000.00
02-00	Petty Cash	150	0	0	150.00
00-00	Unreserved - General - Designated	200,000	0	0	200,000.00
04-00	Unreserved - Designated - Equip.	900,000	0	(50,000)	850,000.00
06-00	Unreserved - Designated - Buildings	206,118		(130,000)	76,118.00
2500	Unreserved - Designated - Medical	200,000	0	0	200,000.00
Total General Fund 354 Balance		1,858,437	0	167,576	2,026,013.36

		12/31/22		
Fire Mitigation Fund - 363		This Month	YTD	
FY Beginning Fund Balance				445,340.29
42-01	Interest	0	515	515.36
66-15	Lake County Fire Mitigation	0	14,206	14,206.00
66-16	Lakeport City Fire Mitigation	2,687	3,047	3,047.00
Total Fire Mitigation Fund 363 Balance		2,687	17,768	463,108.65

Wells Fargo Checking Accounts	12/31/22
Ambulance	39,295
Payroll	1,679
CalPERS	983
Total Wells Fargo Checking Accounts	41,956

INCIDENT COUNT - JAN 2023	
Incident Type	Count
Chimney or flue fire, confined to chimney or flue	1
Brush or brush-and-grass mixture fire	1
EMS call, excluding vehicle accident with injury	120
Motor vehicle accident with injuries	8
Motor vehicle accident with no injuries.	3
Gas leak (natural gas or LPG)	2
Electrical wiring/equipment problem, other	1
Power line down	5
Person in distress, other	1
Public service	21
Dispatched & cancelled en route	32
No incident found on arrival at dispatch address	2
False alarm or false call, other	1
Alarm system activation, no fire - unintentional	2
Total:	200

AID GIVEN - JAN 2023	
Incident Type	Count
EMS call, excluding vehicle accident with injury	7
Dispatched & cancelled en route	15
Total:	22

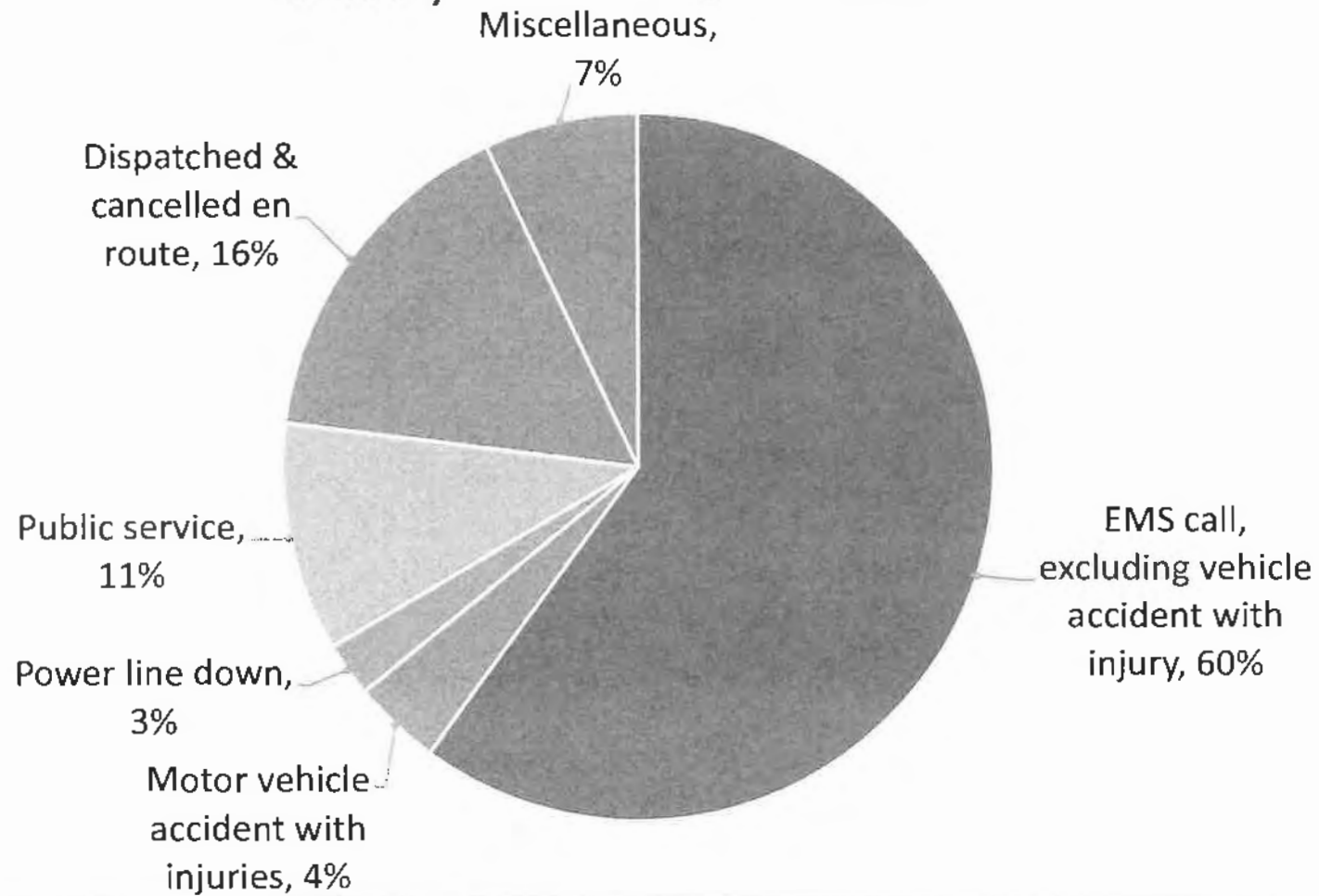
AID RECIEVED - JAN 2023	
Incident Type	Count
EMS call, excluding vehicle accident with injury	7
Motor vehicle accident with injuries	2
Motor vehicle accident with no injuries	1
Public Service	1
Total:	11

TOTAL INCIDENTS YTD 2023	
Incident Type	Count
Chimney or flue fire, confined to chimney or flue	1
Brush or brush-and-grass mixture fire	1
EMS call, excluding vehicle accident with injury	120
Motor vehicle accident with injuries	8
Motor vehicle accident with no injuries.	3
Gas leak (natural gas or LPG)	2
Electrical wiring/equipment problem, other	1
Power line down	5
Person in distress, other	1
Public service	21
Dispatched & cancelled en route	32
No incident found on arrival at dispatch address	2
False alarm or false call, other	1
Alarm system activation, no fire - unintentional	2
Total:	200

YTD AID GIVEN - 2023	
Incident Type	Count
EMS call, excluding vehicle accident with injury	7
Dispatched & cancelled en route	15
Total:	22

YTD AID RECIEVED - 2023	
Incident Type	Count
EMS call, excluding vehicle accident with injury	7
Motor vehicle accident with injuries	2
Motor vehicle accident with no injuries	1
Public Service	1
Total:	11

January 2023 - Call Breakdown



LAKEPORT FIRE PROTECTION DISTRICT
MONTHLY FLEET REPORT

D1. d

UNIT #	MILEAGE		ENGINE HOURS		PUMP HOURS		LADDER HOURS		LAST SERVICE	LAST SERVICE	ELAPSED
	DEC	MILES	DEC	HOURS	DEC	HOURS	DEC	HOURS	MONTH-YEAR	Miles/Hours	Miles/Hours
E5011	13,748	977	1,014	81	53.01	1.54			Jul-22	552	462 hr.
T5011	19,700	58	2,351	11	126.5	0.00	703	1.6	Aug-21	19,100	600 mi.
E5012	no display		15,864	-	1,070.7	0.00			Nov-21	15,364	500 hr.
E5031	20,234	11	1,856	-	187.0	0.00			Apr-18	17,200	3034 mi.
E5021	31,193	9	3,118	1					Aug-22	3,111	7 hr.
M5011	99,016	1,837	5,478	99					Jul-22	91,719	7297 mi.
M5012	95,266	111	5,130	7					Jul-22	90,520	4746 mi.
E5211	47,833	12	4,305	4	1,317.2	12.00			Oct-22	4,260	45 hr.
WT5011	21,169	-							Jun-22	21,005	164 mi.
U5011	95,070	82							Sep-22	94,678	392 mi.
C500	61,222	767							Oct-22	59,239	1983 mi.
STATION 50 GENERATOR			507.6	1							
E5011	2021	Pierce	Enforcer								
T5011	1999	Seagrave	Quint								
E5012	2003	Pierce	Dash	West Sac Engine							
E5031	2011	Intl.	Crimson	Spartan							
E5021	1998	Intl.	Opperman								
M5011	2014	Dodge	Braun								
M5012	2015	Dodge	Braun								
E5211	2001	Central States		Spartan							
WT5011	1984	Kenworth	Opperman								
U5011	2008	Dodge	Ram 1500								
C500	2015	Ford	F250								



Lakeport Fire Protection District

445 N. Main Street
Lakeport, CA 95453
(707) 263-4396

Citizen Complaint Form



All fields below are required and must be filled out accurately and completely.

Your Name: _____ Phone: _____

Your Address: _____

Your E-Mail: _____

Incident Address: _____

Incident Date: _____ Incident Time: _____

Specific Nature of Complaint – *Please be as descriptive as possible. If needed, you may write on the back.*

Signature: _____ Date: _____

Official Use Only

Date Received: _____ Received By: _____

Action Taken: _____

Signature: _____



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Sealed Bid Auction of Surplus SUV**

Recommendation

1. Award the Blazer to the highest bidder that is able to take possession of the vehicle per the published terms (noted below).

Background

Last year, the District had a sealed bid auction for several vehicles, including a 1996 Chevrolet Blazer. At that time, the Blazer did not receive any bids during the sealed bid auction process.

In January 2023, the District put the Blazer up for sealed bid auction for the 2nd time. The auction information was published on the District's website, CraigsList and Lake's List, and flyers were posted at Station 50. By the bid deadline of 3:00 PM on Thursday, February 9, 2023, three (3) sealed bids were received.

Sealed bids will be opened at the LFPD Board of Directors public meeting beginning at 5:00 PM (PST) on Tuesday, February 14, 2023 and being held at 445 N Main St in downtown Lakeport. The Chevrolet Blazer will be awarded to the highest bidder, who must provide payment via a bank-issued cashier's check **and** take possession of the vehicle with **3 business days** from notification of being the winning bidder. In the event that the winning bidder is unable to meet the above conditions for payment and vehicle removal, the vehicle will be awarded to the next highest bidder (in descending order) who is able to meet the payment and removal conditions. In the event that the initial bidding process results in a tie, the tied bids will be placed in a drawing and the winning bid randomly selected.



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
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Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Sealed Fuel Bids**

Recommendation

1. Invalidate the Fuel Bid process and authorize new sealed bid process to be opened at the Tuesday, March 14, 2023 Board Meeting.

Background

In January 2023, the District sent a request for fuel bids (sample attached) to the following vendors:

- KemGas - Ft Bragg
- Ferrellgas – Lakeport
- Amerigas – Lakeport
- Suburban Propane – Lakeport
- Blue Star Gas – Upper Lake
- Thompson Gas – Lower Lake
- Redwood Coast Fuels – Ukiah

By the bid deadline of 5:00 PM on February 9, 2023, one (1) sealed bid was received.

It was found after the close of the bid deadline that the request for bids process was flawed as the current provider was not notified of the bid request and the request for bids was not posted on the District's website.



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



January 10, 2023

KemGas
PO Box 580
Fort Bragg, CA 95437

Re: Invitation to Bid

To Whom it May Concern,

As a district, we are required to obtain price quotes from various companies for gas, diesel, and propane every five years as the market fluctuates.

We currently have:

- Two 250gal propane tanks, located at our main station. These are not owned by us.
- One fuel tank with double 500gal tanks, one diesel and one unleaded, located at our main station.
- One 250gal propane tank located at our substation at 3600 Hill Rd. East.

Fuel bids need to be based on Oil Price Information Service (OPIS) San Francisco daily price racks, plus applicable taxes (less Federal Excise Tax on gasoline products). A copy of the daily rack prices applicable only to the products delivered shall be delivered with the invoice on each delivery.

Your company can submit bids for all fuels that are offered for delivery by your place of business. If interested, please respond by Thursday, February 9th, 2023 by 5:00 PM. Bids must be delivered clearly marked as "Fuel Bid" in a sealed envelope to our main office, located at 445 N. Main St, Lakeport, CA 95453. Bids will be opened and read at the regular Lakeport Fire Protection District Board of Directors meeting on Tuesday, February 13th.

Price, as always, is an important consideration. However, service of the product will also be considered.

Lakeport Fire Protection District reserves the right to switch providers without notification.

Thank you,

Patrick E. Reitz
Fire Chief
Lakeport Fire Protection District

SIGNATURE AUTHORIZATION - SPECIAL DISTRICTS LOCAL BOARDS
Fiscal Year 2022-2023

District Name: Lakeport Fire Protection District Budget No. 354-9554 Email Address: admin@lakeportfire.com
445 N. Main St. Lakeport, CA 95453
 (Mailing Address) (City, State Zip)

Current Board Members:

Chair: William Gabe Signature _____
admin@lakeportfire.com 707-263-4396
 (Email Address) (Phone Number)

Members: John Whitehead Signature _____
 (Name)
admin@lakeportfire.com 707-263-4396
 (Email Address) (Phone Number)

Jeff Warrenburg Signature _____
 (Name)
admin@lakeportfire.com 707-263-4396
 (Email Address) (Phone Number)

David Brown Signature _____
 (Name)
admin@lakeportfire.com 707-263-4396
 (Email Address) (Phone Number)

Andy Lucas Signature _____
 (Name)
admin@lakeportfire.com 707-263-4396
 (Email Address) (Phone Number)

 (Name) Signature _____

 (Email Address) (Phone Number)

Bookkeeper: Ray Lavelle Secretary Same
 (Name) (if different) (Name)

 (Signature) (Signature)
707-263-4396, x101 _____
 (Phone Number) (Phone Number)

Manager/
 Fire Chief: Patrick Reitz
 (Name) _____
707-263-4396, x102 (Signature)
 (Phone Number)

NUMBER OF BOARD MEMBERS SIGNATURES REQUIRED ON CHECKS (**must be at least 2**) 2

Authorization for the following has been delegated to the Secretary or Bookkeeper as referenced in Board minutes on _____:

Budget Transfers (except for Fixed Assets or Contingencies) YES ☐ NO ☒
 Inter-Fund Transfers YES ☐ NO ☒

In addition to the authorizations on page 1 of this document, the following individuals are authorized to pick up the following items on behalf of the district.

Name	Signature	Checks	Reports
Promise Fossa		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Golden State Risk Management Authority Station 50 Appraisal**

Recommendation

1. Accept the November 2, 2022 insured value appraisal report authorized by Golden State Risk Management Authority (GSRMA)

Background

Every 5 years our insurer, Golden State Risk Management Authority (GSRMA), performs an appraisal of our insured buildings. This go-around, appraisals were only performed on buildings valued at \$1 million or more, so only Station 50 was appraised.

Based on the appraisal, the "insured value" of Station 50 has increased from \$2,369,561 to \$2,729,478; an increase of \$359,915 or 15.19%.

I am recommending the board accept the appraisal report as attached.

Value Comparison Report

Appraisal Inspection Date 11/2/2022

Appraiser Name: Alan Gindlesperger

Member Name LAKEPORT FIRE PROTECTION DISTRICT

Description	Location Member's Location	Existing Real Property (Insured Value)	Updated Real Property (Insured Value)	Change in Real Property (\$/%) (Insured Value)	Existing Real Property per SF (Insured Value)	Updated Real Property per SF (Insured Value)	Existing Size (SF)	Updated Size (SF)	Notes
445 N. MAIN ST. LAKEPORT CA 95453 FIRE STATION 50 FIRE FIRE DISTRICT LAKEPORT FIRE DEPARTMENT	1 FIRE STATION 50	\$ 2,369,561	\$ 2,729,476	\$ 359,915 15.19%	\$ 259.14	\$ 298.50	9,144	9,144	Building is identified as Fire Station 50 a concrete block/wood frame structure. This station is a staffed station that includes apparatus bays, office space, kitchen, common area, restrooms, meeting room, 3 bay garage and dorm style bunks. The current market data per Marshall & Swift commercial cost guide indicates the updated replacement cost on a per square foot basis is above the previously reported replacement cost per square foot.

Client Escort: Ray Lavette

Member Total:	\$ 2,369,561	\$ 2,729,476	\$ 359,915 15.18%
Total:	\$ 2,369,561	\$ 2,729,476	\$ 359,915 15.18%

**LAKEPORT FIRE PROTECTION DISTRICT
BUILDING DETAIL REPORT**

Entity: 8822 LAKEPORT FIRE PROTECTION DISTRICT
Site: 1 FIRE STATION 50
Building: FIRE FIRE DISTRICT
 445 N. MAIN ST.
 LAKEPORT, CA 95453
Members Location #: FIRE STATION 50
Year Built: 1937
Nbr. of Stories: 1
Square Footage: 9,144
Occupancy: LAKEPORT FIRE DEPARTMENT
Frame Type: C - MASONRY CONST/WOOD ROOF
ISO Class:
Fire Protection: Fire: Smoke Alarm, Heat Alarm
Percent Sprinklered: 0
Distance to Hydrant: 150ft

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Concrete Block, Concrete

Roofing: Flat, Med, Composite

Foundation: Concrete Slab

Floor Finish: Carpet, Concrete, Tile

Ceiling Finish: Plaster Smooth

Partitions: Drywall

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features:

Notes: Building is identified as Fire Station 50 a concrete block/wood frame structure. This station is a staffed station that includes apparatus bays, office space, kitchen, common area, restrooms, meeting room, 3 bay garage and dorm style bunks.

Client Escort: Ray Lavelle



VALUATION CONCLUSIONS

Replacement Cost New:	2,729,476
Exclusion Amount:	0
Replacement Cost Less Exclusions:	2,729,476



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **CalPERS Audit of Holiday Pay**

Recommendation

1. Accept the audit report from CalPERS re: findings made when paying Holiday Pay

Background

In the fall of last year, the District determined that it had been paying Holiday Pay incorrectly. Instead of paying Holiday Pay based on the employee's BASE hourly rate, Holiday Pay was paid based on the employee's FLSA (overtime rate with incentive pay) hourly rate. Upon finding this error, the District adjusted the Holiday Pay received in November 2022 to compensate for the overages paid for Holiday Pay paid in June 2022, so that, overall, 2022 Holiday Pay was paid accurately.

Coincidentally, shortly after determining that Holiday Pay was being paid incorrectly, the District received an notice from CalPERS that it had been randomly selected as one of forty (40) public agencies to have CalPERS perform an audit of how Holiday Pay was calculated. Of course, this audit identified the issue above, as well as some additional ones (see attached report).

It is likely that the District will be asked by CalPERS to make a retroactive adjustment to the payroll reporting done for Holiday Pay. Whether this will result in any fines or other penalties is not known at this time.

While we wait to hear from CalPERS as to the ramifications of the audit, it is my recommendation that the Board accept the Holiday Pay Audit received, as attached.

HOLIDAY PAY REVIEW

CalPERS Office of Audit Services
Employer Compliance Review

Job Number: P22-001

February 2023



California Public Employees' Retirement System

Office of Audit Services

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-0422

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Memorandum

February 2, 2023

To: CALPERS PUBLIC AGENCY EMPLOYERS AND GOVERNING BODIES PER ATTACHMENT

From: BELIZ CHAPPUIE, Chief
Office of Audit Services

Subject: Final Report – Holiday Pay Review

Enclosed is the Office of Audit Services (OFAS) final report on the results of our Holiday Pay Review and includes the results for 40 public agencies (employers) reviewed. The observations identified and the details of the impacted employees have been shared with each employer through a draft report. The employers' responses have been summarized in their respective final reports included in the appendix to this report. The employers' full responses to the draft reports have been forwarded to the appropriate CalPERS division and are also on file at OFAS and are available upon request.

In accordance with our resolution policy, we have referred the issues identified in the report to the appropriate division at CalPERS. Employers should work with the division to address the recommendations specified in our report. It was our pleasure to work with each employer, and we appreciate their time and assistance during this review.

Attachment

cc: Risk and Audit Committee Members
Matthew G. Jacobs, General Counsel, CalPERS
Anthony Suine, Deputy Executive Officer, CSS, CalPERS
Renee Ostrander, Chief, EAMD, CalPERS
Brad Hanson, Assistant Division Chief, EAMD, CalPERS
Kenneth Noss, Staff Services Manager II, EAMD, CalPERS
Truc Nguyen, Staff Services Manager I, EAMD, CalPERS

Table of Contents

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Not Correctly Reported	3
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Objective

The objective of the Office of Audit Services (OFAS) review was to determine if public agency employers (employer) reported Holiday Pay for safety-police and safety-fire members in compliance with Government Code (GC) sections 20636 and 7522.34 and Title 2 of the California Code of Regulations (CCR) sections 571 and 571.1.

Scope

OFAS selected a sample of 40 public agency employers and performed procedures to determine whether Holiday Pay reported by employers met the definition of Holiday Pay, whether the pay was correctly calculated in accordance with the terms specified in their written labor agreements and policies, and whether Holiday Pay was reported in compliance with compensation reporting requirements pursuant to GC sections 20636 and 7522.34 and CCR sections 571 and 571.1. Our review covered the period of July 1, 2019 through June 30, 2022.

Unless otherwise specified, OFAS did not review areas outside of the scope described herein, including, but not limited to, other types of compensation, payrates, and regular earnings, membership enrollment, or employment after retirement.

Background

Holiday Pay is defined in CCR sections 571 and 571.1 as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays.

For classic members, GC section 20636 and CCR section 571 specify special compensation includes a payment for special skills, knowledge, abilities, work assignments, workdays or hours, or other work conditions. All special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement to similarly situated members of a group or class of employment where such labor policy or agreement has been duly approved and adopted by the employer's governing body. Special compensation must be for services rendered during normal work hours and reported amounts to CalPERS shall identify the pay period in which the special compensation was earned, each item of special compensation separately from payrate, and the category under which that item is listed. Special compensation is reportable as pensionable compensation for Public Employees' Pension Reform Act of 2013 (PEPRA) members if it meets the requirements of GC section 7522.34 and CCR section 571.1. Furthermore, in accordance with CCR section 571, when a written labor agreement provides employees with holiday credits and allows cash out of the accumulated holiday credit at least annually, the payment of holiday credit cash out is reportable as Holiday Pay for classic members. However, GC section 7522.34 (c) (2) provides that compensation previously provided in kind to members by the employer which was converted to and received by the member in the form of a cash payment is not included in

pensionable compensation of a new member. Accordingly, accumulated holiday credit which has been cashed out by PEPRA members is not reportable as Holiday Pay.

Results in Brief

OFAS completed the review of 40 employers and included their individual final reports in Appendix A. The review identified that 34 of the 40 employers (85 percent) did not report Holiday Pay for safety-police and safety-fire members in compliance with GC sections 20636 and 7522.34 and CCR sections 571 and 571.1. Specifically, we noted the following observations.

Not Reportable

A total of 22 employers (55 percent) reported Holiday Pay that was not reportable due to one or more reasons as follows:

- *Insufficient Payment Provision or Written Labor Agreement Noncompliance* – 13 employers' written labor agreements did not contain a Holiday Pay provision or all conditions of payment for Holiday Pay, such as rate of pay, and/or their written labor agreements were not approved by their governing body.
- *Positions Not Considered Scheduled Without Regard to Holidays* – Five employers reported Holiday Pay for employees whose positions did not require scheduled staffing without regard to holidays.
- *Cash Out of Holiday Credit* – Five employers reported payments of holiday credit cash out as Holiday Pay for employees that were PEPRA members.
- *Unreportable Compensation* – Five employers reported compensatory time off, overtime compensation, or compensation for an ineligible holiday as Holiday Pay.

Not Correctly Reported

A total of 23 employers (58 percent) incorrectly reported Holiday Pay due to one or more reasons as follows:

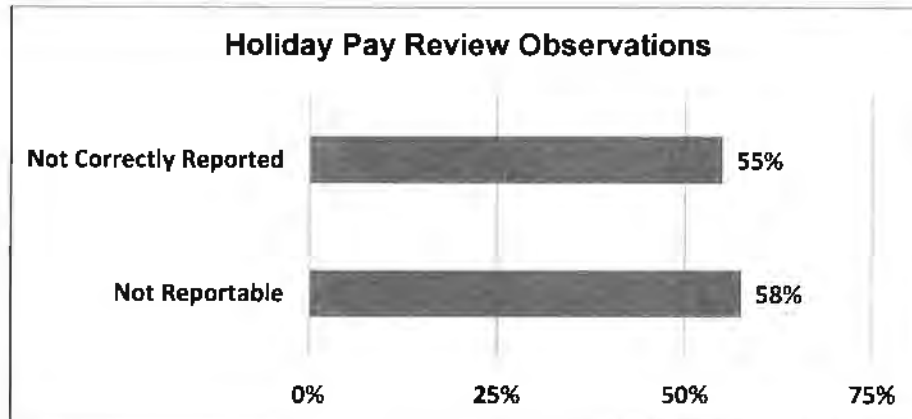
- *Incorrect Calculation* – 22 employers' calculation of Holiday Pay was not consistent with their written labor agreement Holiday Pay provisions. Specifically, their Holiday Pay calculation incorrectly included other types of compensation, used the incorrect payrate, or included unreportable compensation like overtime.
- *Not Separately Reported* – Nine employers reported Holiday Pay in a lump sum amount instead of for the periods earned or reported Holiday Pay in earnings instead of reporting it separately as Holiday Pay.

Common causes for the non-compliances identified were due to employer misunderstanding or lack of knowledge of Holiday Pay reporting requirements. Incorrect reporting of Holiday Pay may result in miscalculation of employer contributions, delays in processing retirement benefits, inaccurate retirement estimates, incorrect payment of benefits, reduction in benefits, and increased employer administrative costs for processing corrections to all impacted employee accounts for the period the misreporting occurred.

Employers should ensure Holiday Pay is reported in compliance with GC sections 20636 and 7522.34, and CCR sections 571 and 571.1. The Employer should work with CalPERS Employer Account Management Division to identify all active and retired members impacted and to determine what adjustments, if any, are needed to correct written labor agreements, and/or improperly reported Holiday Pay amounts. To the extent that any amounts of pay were improperly included in the retirement allowance of retired members, a correction to the retirement allowance should be made pursuant to GC section 20160.

Figure 1 identifies the Holiday Pay Review observations and the percentage of non-compliant employers. Table 1 on pages 5 and 6 lists employers reviewed, associated observations, other matters noted, and the Appendix page number for each employer's final report.

Figure 1 – Observations and Percentage of Non-Compliant Employers



Other Matters

OFAS identified other matters for 19 employers that were outside the scope of this review (see Table 1 on pages 6 and 7). Most of these matters involved reporting of incorrect payrates and inclusion of additional compensation in reported payrates. OFAS discussed these matters with the employers and also included them in the employers' reports.

Table 1 – Summary of Employer Observations and Other Matters

No.	Employer	Observation Type	Other Matters	Appendix Page Number
1	Anderson Fire Protection District	B	-	A-1
2	Apple Valley Fire Protection District	A	-	A-5
3	Bodega Bay Fire Protection District	A	-	A-9
4	Bonita-Sunnyside Fire Protection District	A, B	X	A-13
5	Borrego Springs Fire Protection District	A	X	A-17
6	Chester Public Utility District	A	-	A-21
7	City of Alturas	A	X	A-25
8	City of Arvin	A, B	X	A-29
9	City of Avalon	A, B	X	A-33
10	City of Avenal	A	X	A-37
11	City of Clearlake	B	-	A-41
12	City of Crescent City	B	X	A-45
13	City of Del Mar	-	-	A-49
14	City of Del Rey Oaks	A, B	-	A-51
15	City of Fort Bragg	B	-	A-55
16	City of Gridley	A, B	X	A-59
17	City of La Palma	B	X	A-63
18	City of Lemon Grove	A	X	A-67
19	City of Livingston	B	X	A-71
20	City of Ripon	B	-	A-75
21	City of Sausalito	B	X	A-79
22	City of Sutter Creek	B	X	A-83
23	City of Taft	-	X	A-87
24	City of Tehachapi	B	X	A-89
25	City of Tulelake	-	-	A-93
26	Cloverdale Fire Protection District	A, B	-	A-95
27	Coast Life Support District	A, B	-	A-99
28	Diamond Springs-El Dorado Fire Protection District	B	X	A-103
29	Ebbetts Pass Fire Protection District	-	-	A-107
30	Garden Valley Fire Protection District	A	-	A-109
31	Gold Ridge Fire Protection District	A	X	A-113
32	Graton Fire Protection District	A, B	-	A-117
33	Humboldt Bay Fire Joint Powers Authority	-	-	A-121
34	Kensington Community Services District	A	X	A-123
35	Kentfield Fire Protection District	-	-	A-127
36	Kenwood Fire Protection District	A, B	-	A-129

LAKEPORT COUNTY FIRE PROTECTION DISTRICT

Objective and Scope

CalPERS ID	Job Number	Contract Date
3507895593	1P22-038	January 1, 2002

The objective of the Office of Audit Services (OFAS) review was to determine if public agency employers (employer) reported Holiday Pay for safety-police and safety-fire members in compliance with Government Code (GC) sections 20636 and 7522.34 and Title 2 of the California Code of Regulations (CCR) sections 571 and 571.1.

Holiday Pay is defined in CCR sections 571 and 571.1 as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. For classic members, GC section 20636 and CCR section 571 specify special compensation includes a payment for special skills, knowledge, abilities, work assignments, workdays or hours, or other work conditions. All special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement to similarly situated members of a group or class of employment where such labor policy or agreement has been duly approved and adopted by the employer's governing body. Special compensation must be for services rendered during normal work hours, and reported amounts to CalPERS shall identify the pay period in which the special compensation was earned, each item of special compensation separately from payrate, and the category under which that item is listed. Special compensation is reportable as pensionable compensation for Public Employees' Pension Reform Act of 2013 (PEPRA) members if it meets the requirements of GC section 7522.34 and CCR section 571.1. Incorrect reporting of Holiday Pay may result in miscalculation of employer contributions, delays in processing retirement benefits, inaccurate retirement estimates, incorrect payment of benefits, reduction in benefits, and increased employer administrative costs for processing corrections to all impacted employee accounts for the period the misreporting occurred.

OFAS' review was limited to examining a sample of employee records for the period July 1, 2019 through June 30, 2022. Unless otherwise specified, OFAS did not review areas outside of the scope described herein, including, but not limited to, other types of compensation, payrates, and regular earnings, membership enrollment, or employment after retirement.

Results in Brief

No.	Area	Observations
1	Not Reportable	The Employer reported Holiday Pay for one sampled retired employee that was not reportable. Specifically, the Employer reported for the employee Holiday Pay of \$167.53 for pay period ended July 15, 2019. However, the Employer's written labor policy did not include Holiday Pay as an item of compensation. As a result, the Employer should not have reported Holiday Pay.

LAKEPORT COUNTY FIRE PROTECTION DISTRICT

No.	Area	Observations
		<p>In accordance with GC section 20636, special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement that has been approved by the employer's governing body. CCR section 571.1 states that pensionable compensation for PEPRA members paid pursuant to publicly available pay schedules must indicate conditions of payment, including, but not limited to, eligibility for, and amount of each component of pay and that the pay schedule must be duly approved and adopted by the employer's governing body. Conditions of payment for each component of pay are typically enumerated by employers in a labor policy or agreement, and a publicly available pay schedule is one illustration of a labor policy or agreement. GC section 20049 provides that a labor policy or agreement is any written policy, agreement, memorandum of understanding, legislative action of the employer's governing body, or any other document used by the employer to specify payrate, special compensation, and benefits of represented or unrepresented employees. CCR section 571.1 provides that when a pay schedule does not disclose items of pensionable compensation the types of documents outlined in GC section 20049 may be referenced. The Employer was unable to explain why the Holiday Pay was not listed in their written labor policy or agreement.</p>
2	Not Correctly Reported	<p>The Employer incorrectly reported Holiday Pay for three sampled active employees. For example, for one sampled employee, the Employer reported Holiday Pay of \$151.49 for the pay period ended October 31, 2021. The Employer's written labor agreement stated Holiday Pay would be paid at the base pay rate. However, the Employer used an hourly payrate that included additional compensation in their calculation of Holiday Pay, and the hourly payrate was based on 2,080 hours in a year instead of 2,912 hours in a year for safety members. In addition, the Employer incorrectly calculated Holiday Pay based on 13 holidays and 24 pay periods. However, the employee was hired on October 1, 2021 and only earned seven holidays during the October 1, 2021 to December 31, 2021 pay periods. The Employer should have reported \$210.45 of Holiday Pay for the pay period ended October 31, 2021.</p> <p>GC section 20636 requires employers to report special compensation items separately from payrate and periodically as earned. CCR section 571.1 states pensionable compensation is the normal monthly rate of pay or base pay and must be reported periodically as earned. It also identifies a list which exclusively defines pay types meeting the criteria of pensionable</p>

LAKEPORT COUNTY FIRE PROTECTION DISTRICT

No.	Area	Observations
		compensation that must be reported by type so long as the criteria under CCR section 571.1, subdivision (a), are met. The Employer explained the incorrect reporting was due to an oversight.

Recommendation and Criteria

The Employer should ensure Holiday Pay is reported in compliance with GC sections 20636 and 7522.34, and CCR sections 571 and 571.1. The Employer should work with CalPERS Employer Account Management Division to identify all active and retired members impacted and to determine what adjustments, if any, are needed to correct written labor agreements, and/or improperly reported Holiday Pay amounts. To the extent that any amounts of pay were improperly included in the retirement allowance of retired members, a correction to the retirement allowance should be made pursuant to GC section 20160.

GC: § 20120, § 20121, § 20122, § 20160, § 20636, § 7522.34
CCR: § 571, § 571.1

Conclusion

OFAS limited this review to the areas specified in the objective and scope section of this report. The review was conducted in accordance with the International Standards for the Professional Practice of Internal Auditing. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions. Sample testing procedures provide reasonable, but not absolute, assurance that the Employer complied with the specified provisions of the Public Employees' Retirement Law. The results outlined in this report are based on information made available or otherwise obtained at the time this report was prepared. This report does not constitute a final determination with regard to the results noted within the report. The appropriate CalPERS divisions will notify the Employer of the final determinations and provide appeal rights, if applicable, at that time.

Summarized Response

The Employer agreed with the Observations noted in the report.



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Weist Law Proposal regarding CalPERS Unfunded Accrued Liability**

Recommendation

1. Defer this discussion and proposal until the 2023-24 budget process begins

Background

At the April 12, 2022 Board meeting, Former Fire Chief Jeff Thomas had brought forth a proposal from the Wiest Law Firm for consultant services related to funding the Unfunded Accrued Liability (UAL) from CalPERS. I recently spoke with representatives from the Weist Law Firm and they resubmitted the attached proposal for consideration.

The discussion of funding the CalPERS UAL will be lengthy and involved and I do not believe the timing is right to discuss this proposal for a number of reasons, including that there is no current year budget for this item. I am recommending that a decision regarding this proposal, and any others associated with funding UAL, be deferred for the time being and that funding UAL be made part of the 2023-24 budget process.



AGREEMENT FOR CONSULTING SERVICES

CALIFORNIA MUNICIPAL ADVISORS LLC
AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the “Agreement”), made and entered into this ___th day of _____ 2023, by and between the Lakeport Fire Protection District in the State of California, with its principal place of business at 445 N Main Street, Lakeport, CA 95453 (the “District”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide consulting services to the District.

WHEREAS, the District has a series of upcoming projects, goals, and current liabilities of the District and need to assess the overall financial position and future of operations.

WHEREAS, some short-term and long-term goals of the staff include determining optimal financing solutions for capital improvement projects, equipment replacement and acquisitions, and solutions for CalPERS unfunded liabilities; and

WHEREAS, as a financial consultant and municipal advisor to cities and other local government agencies throughout the State of California, CalMuni regularly works with agencies to clarify and implement various financial techniques and strategies in support of the long-term fiscal health and service delivery; and

WHEREAS, one common approach to meeting the capital project needs of the District includes the possible issuance of municipal obligations, designed to finance a certain portion of the capital need and distribute the cost of the asset over a period of time; and

WHEREAS, CalMuni regularly assists public agencies with the development of a comprehensive pension management policy (the “Pension Management Policy”); and

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

WHEREAS, the Board of Directors, hereby authorizes the Fire Chief to enter into this Agreement on behalf of the District; and

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

SECTION I. SCOPE OF SERVICES

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). Any material changes or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not

specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the District and CalMuni. Upon request of the District, CalMuni may agree to additional services to be provided by CalMuni, only by a separate agreement between the District and CalMuni.

B. The Scope of Services details current, ongoing and additional services of CalMuni. The District shall not be responsible for payment of any Service unless mutually agreed upon and authorized by the District. CalMuni shall not be responsible for any performance of Services until mutually agreed upon and authorized by the District.

C. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the District for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

D. The District shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the District to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the District, however, the District makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the District by a third party. CalMuni shall have a duty to bring to the District's attention any deficiency or error it may discover in any information provided to CalMuni by the District or a third party.

E. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. The District shall furnish to CalMuni no facilities or equipment, unless the District otherwise agrees in writing to provide the same.

F. CalMuni shall, at CalMuni's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

G. Upon the District's request, CalMuni shall provide, in a form acceptable to the District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni's performance of the Services.

SECTION II. WORK SCHEDULE

The Services described in Section A-I of Exhibit A are to commence as soon as practicable after the execution of this Agreement. The balance of Services described in Exhibit A shall commence only upon the District's written direction.

SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

A. IRMA Disclosures. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the District's independent registered municipal advisor ("IRMA") with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption"). CalMuni shall not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The District acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the District required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The District further agrees not to represent that CalMuni is the District's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni's prior written consent.

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

C. Fiduciary Duty of Care. CalMuni has a legal fiduciary Duty of Care to:

1. Exercise due care in performing its municipal advisory activities;
2. Possess the degree of knowledge and expertise needed to provide the District with informed advice;
3. Make a reasonable inquiry as to the facts that are relevant to District's determination as to whether to proceed with a course of action or that form the basis for any advice provided to District; and
4. Undertake a reasonable investigation to determine that CalMuni is not forming any recommendation on materially inaccurate or incomplete information; CalMuni must have a reasonable basis for:
 - i. any advice provided to or on behalf of District;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by District, any other party involved in the municipal securities transaction or municipal financial product, or investors in the District securities; and
 - iii. any information provided to the District or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

D. Fiduciary Duty of Loyalty. CalMuni has a legal fiduciary Duty of Loyalty to deal honestly and with the utmost good faith with District and act in District's best interests without regard to the financial or other interests of CalMuni. CalMuni will eliminate or provide full and fair disclosure (included herein) to District about each material conflict of interest (as applicable). CalMuni will not engage in municipal advisory activities with District as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in District's best interests.

SECTION IV. COMPENSATION

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

B. Invoice(s) in a format and on a schedule acceptable to the District shall be submitted to and be reviewed and verified by the District. The District shall notify CalMuni of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the District.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. CalMuni shall make available to the representative of the District all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days' notice for a period of two (2) years from the date of final payment under this Agreement.

SECTION V. TERM AND TERMINATION

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on the following dates as to the scope of work set forth in the referenced exhibits unless extended by amendment or terminated earlier as provided herein.

<u>Exhibit</u>	<u>Termination Date</u>
A-I – General Funding Planning	December 31, 2025
A-II – Pension Management Policy Development	December 31, 2023
A-III – Issuance of Debt Obligations	Per Written Notice
A-IV – Annual Monitoring and Maintenance Services	Per Written Notice

B. The District may suspend this Agreement and CalMuni's performance of the Services, wholly or in part, by written notice to CalMuni, for such period as it deems necessary in the District's sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the District, the District may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services, in whole or part, may be terminated upon ten (10) days written notice from either party, with or without cause. In the event District elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

SECTION VI. ASSIGNMENT

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District.

SECTION VII. RECOMMENDATIONS

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

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

If the District elects a course of action that is independent of or contrary to the advice provided by CalMuni, then CalMuni is not required on that basis to disengage from the District

SECTION VIII. CONFIDENTIALITY

A. All information, data, reports, and records ("Data") in the possession of the District or any third-party agent to the District necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the District shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this agreement shall be and remain the property of the District for its use in any manner it deems appropriate. CalMuni shall deliver the work product to the District in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files provided to the District will be compatible with the District's current computer hardware and software. CalMuni makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the District at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The District acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the District use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the District's sole risk. Any and all liability arising out of changes made by the District to CalMuni's deliverables is waived against CalMuni unless the District has given CalMuni prior written notice of the changes and has received CalMuni's written consent to such changes.

C. To the extent the District requests that CalMuni provide advice with regard to any recommendation made by a third party, the District will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The District acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

D. In the course of performing services under this Agreement CalMuni may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the District. Should CalMuni undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by CalMuni that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the District's other clients, or to any other third party, without the District's prior express written consent.

SECTION IX. NOTICES

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

Lakeport Fire Protection District

445 N Main Street
Lakeport, CA 95453
Attention: Fire Chief

California Municipal Advisors LLC

20 South Santa Cruz Avenue, Suite 300
Los Gatos, CA 95030
Attention: Andrew Flynn

SECTION X. LIMITATION OF LIABILITY

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

SECTION XII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

A. CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

B. CalMuni acknowledges that CalMuni: (1) is free from the control and direction of the District in connection with the performance of the Services; (2) performs Services outside the usual course of the District's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as CalMuni performs for the District, and has the option to perform such work for other entities. CalMuni shall have no authority to contract for or otherwise bind the District.

SECTION XIII. DISPUTE RESOLUTION

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

B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

SECTION XIV. APPLICABLE LAW

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

SECTION XV. ENTIRE AGREEMENT; SEVERABILITY

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

SECTION XVI. EXECUTION; COUNTERPARTS

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

[Signature Page to Follow on Next Page]

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

LAKEPORT FIRE PROTECTION DISTRICT

By: _____

Name:

Title:

CALIFORNIA MUNICIPAL ADVISORS LLC

By: _____

Name: Andrew Flynn

Title: Managing Director

EXHIBIT A

SCOPE OF SERVICES

A-I. General Funding Planning

CalMuni will provide assistance to the District with development of strategic financial plans, funding capacity scenarios (evaluating the capital needs of the District and the revenue available to finance those needs), financial modeling/quantitative analysis, public-private partnership evaluations and other similar engagements. This shall include, upon the request of the District, collecting data from District and external sources, developing financial models and presentation materials as required to educate internal and external stakeholders of the District. These services may also include general advisory, financial policy assistance, strategic and analytical services, obtaining and analyzing proposals from third-party financial providers, facilitating strategic meetings with long-term financial implications, and other financial advisory services as may be needed at the direction of the District.

A-II. Pension Management Policy Development.

Policy Development services shall include:

- Attend meetings and/or conference calls with the Board of Directors (the “Board of Directors”), staff, District Attorney, and other as requested by the District to provide information through presentations and general discussions pertaining to the existing Pension Plans.
- Work closely with staff to identify all potential Cost Mitigation Measures and pension liability management tools (as covered in the initial presentation).
- Provide the financial analysis and associated impacts (along with recommendations if requested by the District) of each potential Cost Mitigation Measure.
- Determine preferred pension liability management scenarios and determine key variables (e.g., desired pension plan funding levels, target reserve levels, priorities for immediate vs. overall cash flow savings, etc.).
- Draft and distribute a baseline draft Pension Management Policy to the working group.
- Working group submits comments which are integrated into the Pension Management Policy and then recirculated for continued review and comment.
- Once the draft Pension Management Policy is substantially complete, it is then presented to the Board of Directors for consideration and approval.

A-III. Issuance of Debt Obligations.

Should the Issuance of Debt Obligations be deemed an appropriate measure by the District, CalMuni will provide, at the express written request of the District, debt issuance advisory services including the creation of the financing plan (the “Financing Plan”), development of a pricing strategy, management of the financing schedule and coordination of required pre-and-post sale documentation. As municipal advisor, CalMuni will successfully perform the following duties on behalf of the District, as required:

- *Financing Schedule.* Manage the financing process and coordinate activities of financing team members. Prepare a schedule of activities and ensure the financing is completed in a timely manner.
- *Method of Sale, Timing, Sizing and Structure of Debt Obligations.* Assist the District in creating a customized Financing Plan for the Debt Obligations including method of sale (private placement vs. public offering), timing, sizing, and structure.
 - a. *Method of Sale.* Advise as to the appropriate method of sale for the Debt Obligations.
 - b. *Assist in the Preparation of Lender Request for Proposals.* If private placement is determined the best method of sale, assist the District (and any placement agent) with the preparation and distribution of Request for Proposals to banks and assist the District with analysis the responses of the responding banks.
 - c. *Timing of Issuances.* Advise as to the timing for each series of Debt Obligations to be sold based upon the District’s historical and projected revenues and expenses, market interest rate environment, and other factors.
 - d. *Sizing of Issues.* Advise as to the sizing of the Debt Obligations to be sold based on the nature of the financing, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the financing program, and other matters.
 - e. *Structure of Debt Obligations.* Advise as to the repayment structure of the Debt Obligations to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
- *Rating Agency Preparation.* Prepare the rating strategy and rating agency credit presentation to optimize the credit rating assigned to the Debt Obligations, if applicable.
- *Evaluation of Credit Enhance Opportunities.* Evaluate potential cost effectiveness of credit enhancement options.
- *Lender/Underwriter Due Diligence Assistance.* Assist the District in providing due diligence information requested by lenders/underwriters, as applicable.

- *Authorizing Documentation.* Provide bond counsel with information necessary for the preparation of authorizing documentation. Review authorizing documentation prior to their approval.
- *Review of Debt Policy.* Review and provide any necessary updates to the District's debt policy to ensure compliance with SB 1029 prior to issuance.
- *Board Presentations.* Assist District in presenting all related financing matters to the Board of Directors, as requested.
- *Pricing Strategy.* CalMuni will assist the District throughout the sales negotiation process with the Underwriter / Placement Agent.
 - a. Advise the District on the propriety of the Underwriter's or Placement Agent's proposed pricing and compensation relative to the current market conditions;
 - b. Negotiate to provide the lowest available rates and costs to the District;
 - c. Provide the District with a pricing analysis of proposed financing alternatives; and
 - d. Provide quantitative schedules showing the results of the final pricing.
- *Closing Documentation.* Review closing documents and otherwise assist in the closing of the transaction.

A-IV. Annual Monitoring and Maintenance Services.

CalMuni will provide, at the express written request of the District, annual pension policy monitoring and maintenance services to the District, including the review of the District's Pension Management Policy, review of the most recent CalPERS Valuation Report, review of the 115 Trust and other Pension Reserve Funds, review of other relevant financial and operational data.

Based upon our review of all relevant data, CalMuni will produce a detailed "Pension Policy Compliance Report" that, among other things, (i) estimates the upcoming CalPERS UAL bases (i.e., the increase or decrease in UAL debt for the ensuing Fiscal Year), (ii) updates available fund balances that have been pledged or set-aside (such as 115 Trust monies or other pension stabilization funds or reserves established pursuant to the Pension Management Policy) to make discretionary payment to your Pension Plans, (iii) reviews the Pension Management Policy for compliance as well as opportunities to further mitigate Pension Plan costs, and (iv) concludes with specific recommendations.

EXHIBIT B

COMPENSATION FOR SERVICES

A-I. General Funding Planning.

For the Services described in Section A-II (General Financial Consulting Assistance) of Exhibit A, CalMuni will be compensated on an hourly basis of \$310, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses. The invoice for these services will be submitted on a monthly basis. Hourly fees are subject to an annual inflationary adjustment to not exceed 3% in a year with written approval of the District.

Task	Description	Hours [1]	Amount @ \$310/hr [1]
1	Pension Management Policy Development	9.5	\$2,945
	TOTAL	9.5	\$2,945

[1] Time and cost are estimates and will vary. Billings will be done on a T&M basis for actual amount of time required, not to exceed the total amount shown.

A-II. Pension Management Policy Development.

For the Services described in Section A-I (Pension Management Policy Development) of Exhibit A, CalMuni will be compensated on a time and materials basis, not to exceed total budget, as shown below. The invoices and additional documentation requested by District, as applicable, will be submitted to the District monthly.

In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified below without prior written authorization of the Fire Chief or other authorized officer.

If there are material changes to the Scope of Services, a revised budget may be determined by mutual written agreement between CalMuni and the District.

Task	Description	Hours [1]	Amount @ \$310/hr [1]
1	Pension Management Policy Development	10.5	\$3,255
2	Pension Management Presentations	4	\$1,245
	TOTAL	14.5	\$4,500

[1] Time and cost are estimates and will vary. Billings will be done on a T&M basis for actual amount of time required, not to exceed the total amount shown.

A-III. Issuance of Debt Obligations.

For the Services described in Section A-II (Issuance of Debt Obligations) of Exhibit A, if the District elects to issue Debt Obligations, CalMuni will be compensated on a contingent basis (i.e., only if Debt Obligations successfully issued) a flat fee of \$35,000 for private placements and \$45,000 for public offerings, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$2,150. All fees and expenses associated with the issuance of Debt Obligations shall be paid from the proceeds of such Debt Obligations.

A-IV. Annual Monitoring and Maintenance Services.

For the Services described in Section A-III (Annual Monitoring and Maintenance Services) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$1,750, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$1,150. The invoice for these services will be submitted upon release of the Pension Policy Compliance Report.

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION CALIFORNIA MUNICIPAL ADVISORS LLC

I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

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

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

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

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

1. any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
 2. any payment made to obtain or retain a municipal advisory engagement with a client;
 3. any fee-splitting arrangement with any provider of an investment or services to a client;
 4. any conflict that may arise from the type of compensation arrangement we may have with a client;
- and

5. any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

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

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

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

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

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

CalMuni has never been subject to any legal, disciplinary or regulatory actions. As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

III. Specific Conflicts of Interest Disclosures – Client

The principal of Weist Law LLP ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Additional Disclosures – MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

1. CalMuni is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
2. Within the MSRB website at www.msrb.org, our clients may obtain the Municipal Advisory Client Brochure (the “Brochure”) that is posted on the MSRB website. The Brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Mid-Year Budget Modification**

Recommendation

1. Authorize Chief Reitz to submit the below budget modifications to the County

Background

It is common practice to perform two (2) budget modifications every fiscal year; the first is done mid-year and the second is done at the end of the year. I am recommending that the District follow this practice.

As such, I am recommending the following budget modifications be authorized by the Board for mid-year adjustments.

Line Item	Name	Current Budget	Proposed Adjustment	New Budget
01-12	Extra Help	\$75,000	\$25,000	\$100,000
01-13	OT/Holiday/Strike	\$275,000	(\$75,000)	\$200,000
02-21	Soc Sec/Medicare	\$25,000	(\$5,000)	\$20,000
02-22	CalPERS	\$400,000	\$20,000	\$420,000
03-30	Health/Life Insurance	\$400,000	\$25,000	\$425,000
03-45	Retiree Health Insurance	\$52,000	\$5,000	\$57,000
14-00	Household Expense	\$7,000	\$3,000	\$10,000
17-00	Maintenance – Equip & Vehicles	\$100,000	\$20,000	\$120,000
19-40	Medical Supplies	\$50,000	\$5,000	\$55,000

Line Item	Name	Current Budget	Proposed Adjustment	Proposed Budget
22-70	Office Supplies	\$7,000	\$3,000	\$10,000
30-00	Utilities	\$75,000	\$5,000	\$80,000
48-00	Taxes/Assessments	\$150	\$100	\$250
62-72	Capital Equip-Vehicles	\$50,000	(\$50,000)	\$0
	Net Difference		(\$18,900)	

Year-to-date expenses for line item 01-12, Extra Help, are currently at 67% of budget while we are only 58% through the fiscal year. I am recommending that the Extra Help budget be increased by \$25,000 to accommodate possible shortfall as well as increased staffing expenses in front office.

Year-to-date expenses for line item 01-13, Overtime/Holiday Pay/Strike Team are currently at 31% of budget while we are 58% through the fiscal year. I am recommending that the Overtime, Holiday Pay & Strike team budget be decreased by \$75,000, based on YTD performance to budget.

Year-to-date expenses for line item 02-21, Social Security & Medicare are currently at 43% of budget while we are 58% through the fiscal year. I am recommending that the Social Security & Medicare budget be decreased by \$5,000, based on YTD performance to budget.

Year-to-date expenses for line item 02-22, CalPERS, are currently at 62% of budget while we are only 58% through the fiscal year. I am recommending that the CalPERS budget be increased by \$20,000 to accommodate possible shortfall.

Year-to-date expenses for line item 03-30, Health & Life Insurance, are currently at 65% of budget while we are only 58% through the fiscal year. I am recommending that the Health & Life Insurance budget be increased by \$25,000 to accommodate possible shortfall.

Year-to-date expenses for line item 03-45, Retiree Benefits, are currently at 52% of budget while we are 58% through the fiscal year. I am recommending that the Retiree Benefits budget be increased by \$5,000 to ensure there is no shortfall.

Year-to-date expenses for line item 14-00, Household Expenses, are currently at 63% of budget while we are only 58% through the fiscal year. I am recommending that the Household Expenses budget be increased by \$3,000 to accommodate possible shortfall.

Year-to-date expenses for line item 17-00, Maintenance of Equipment & Vehicles, are currently at 65% of budget while we are only 58% through the fiscal year. I am recommending that the Maintenance of Equipment & Vehicles budget be increased by \$20,000 to accommodate possible shortfall.

Year-to-date expenses for line item 19-40, Medical Supplies, are currently at 54% of budget while we are 58% through the fiscal year. I am recommending that the Medical Supplies budget be increased by \$5,000 to accommodate possible shortfall.

Year-to-date expenses for line item 22-70, Office Supplies, are currently at 85% of budget while we are only 58% through the fiscal year. I am recommending that the Office Supplies budget be increased by \$3,000 to accommodate possible shortfall.

Year-to-date expenses for line item 30-00, Utilities, are currently at 62% of budget while we are only 58% through the fiscal year. I am recommending that the Utilities budget be increased by \$5,000 to accommodate possible shortfall.

We have received a multi-year assessment from Lake County Vector Control which was not accounted for in the budget. I am recommending a \$100 increase in the Taxes and Assessment budget to accommodate this expense.

At this time, I do not think it is financially prudent to replace the Chief's truck, so I have eliminated the \$50,000 budget for this line item.



LAKEPORT FIRE PROTECTION DISTRICT

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Web Site: www.lakeportfire.com



Date: February 10, 2023

To: Board of Directors

From: Patrick Reitz, Fire Chief

Subject: **Proposed Work Period and Overtime Policy**

Recommendation

1. Adopt the Work Period and Overtime Policy as attached.

Background

The District has several “unwritten policies” regarding the payment of overtime. We are seeking to memorialize these unwritten policies into a formal, written policy.

The District currently acknowledges three (3) work periods (which are needed to determine overtime pay); one for full-time career firefighters, one for part-time/on-call firefighters, and the third for administrative staff and other non-career firefighting personnel. The reason for these different work periods is because overtime is treated differently between these groups of employees.

Work Period & Overtime Calculation – Career Full-Time Firefighters

The work period for full-time career firefighters is a 24-day period that began on July 1, 2022. Overtime is paid to this group when the employee is being paid for time beyond 182 hours during this 24-day work period. Because this group of employees work a “48 hours on/96 hours off” schedule, they will work 4 shifts during the 24-day period. These regularly scheduled shifts mean that the employee regularly works overtime and they are paid a Fair Labor Standards Act (FLSA) wage every pay period to cover the overtime worked during “regularly scheduled” shifts.

In addition to their regularly scheduled shifts, employees will often “fill in” for career firefighters who don’t work their regularly scheduled shift because they are on vacation, out sick, using comp

time, away for training, strike team assignments, etc. When career firefighters work these “fill in” shifts, they earn overtime as it is above and beyond their normal work schedule. Additionally, overtime is typically applied to all hours beyond their normally scheduled shifts, whether it is work time, attending a meeting, attending a training, etc.

The FLSA allows employers to not count non-worked hours (vacation/sick/comp/etc.) when determining how much overtime an employee should receive. However, there is no prohibition against counting these non-worked hours as “regularly scheduled work” and including the hours in the overtime calculation. The District has an “unwritten policy” and practice of including these non-worked hours as “regular hours worked” when determining overtime hours. We are seeking to continue this procedure by formalizing it into a written policy.


Work Period & Overtime Calculation – Part-Time & Limited Term (LT)/On Call Firefighters

The work period for part-time/on-call firefighters begins on Mondays at 7:00 AM and lasts for one week (7 days). These employees are paid overtime for hours worked beyond 53 hours during this work period. Unlike for full-time career firefighters, non-worked hours (such as vacation/sick/comp/etc.) are not counted toward work hours when determining overtime for part-time/on call firefighters.

Work Period & Overtime Calculation – Administrative Staff & Other Non-Career Firefighting Personnel

The work period for administrative staff and other non-career firefighting personnel begins on Mondays at 7:00 AM and lasts for two weeks (7 days). These employees are paid overtime for hours worked beyond 80 hours during this work period. Non-worked hours (such as vacation/sick/comp/etc.) are not counted toward work hours when determining overtime for administrative staff and other non-career firefighting personnel.

The above is summarized in the attached proposed Work Period and Overtime policy for which we are seeking approval.

Lakeport Fire Protection District	
POLICY No: _____	SUBJECT: Work Period and Overtime Policy
DATE APPROVED: _____	
BOARD CHAIR: _____	FIRE CHIEF: _____

Purpose: **The purpose of this policy is to establish work periods and provide guidance in the calculation of overtime**

Scope: **This policy affects all paid staff**

Policy and Procedure:

The following work periods are established for the indicated group of employees:

Career Full-Time Firefighters	24-day work period, beginning Friday, July 1, 2022 at 7:00 AM
Part-Time/Limited Term/On-Call Firefighters	7-day work period, beginning Monday, July 4, 2022 at 7:00 AM
Administrative and non-firefighting Personnel	14-day work period, beginning Monday, July 4, 2022 at 7:00 AM

Overtime is paid to the following groups of people for hours worked beyond those listed below:

Career Full-Time Firefighters	O/T after 182 paid hours per work period
Part-Time/Limited Term/On-Call Firefighters	O/T after 53 hours worked per work period
Administrative and non-firefighting Personnel	O/T after 80 hours worked per work period

With the exception of Career Full-Time Firefighters, only hours ***actually worked*** will be used to compute overtime. Vacation, Sick, Comp and other non-worked hours are ***not*** included in the overtime calculation as “hours worked.”

For Career Full-Time Firefighters, non-worked hours, such as Vacation, Sick, Comp, etc. ***are included*** as “hours worked” in the computation of overtime.

Additionally, Career Full-Time Firefighters receive a standard FLSA payment every pay period of 3.17 hours at their overtime FLSA rate, to cover the “regularly scheduled” overtime worked each work period based on their regular shifts. Overtime is then also paid for hours worked beyond their normally scheduled 4-48 hour shifts during the 24-day work period.



LAKEPORT FIRE PROTECTION DISTRICT

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Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Proposed Volunteer Debt Forgiveness Interim Policy**

Recommendation

1. Adopt the Volunteer Debt Forgiveness Interim Policy as attached.

Background


The District has an "unwritten policy" to forgive/write off post-insurance-billed balances for EMS/ambulance services debt incurred by volunteers and their families. We are seeking to formalize this unwritten policy so I may respond to a current volunteer who has recently requested debt forgiveness.

For several years, the District has forgiven any outstanding debt (post insurance billing) owed to the District by active and retired volunteers and their families. There does not appear to have been a formal policy put into place regarding who is eligible for this benefit and for how long that eligibility will last.

The attached policy is proposed to define the term "active volunteer" as well as to apply limits how long the benefit will apply to retired volunteers.

The term "active volunteer" will be formally defined in the Volunteer Policy which will be brought to the board within the next couple of months. In the meantime, we are proposing that this policy apply to all "current volunteers." If/When the Volunteer Policy is adopted, the policy will cease being applicable to all current volunteers and will only be applied to those meeting the definition of "active volunteer."

Additionally, rather than applying this policy to all retired volunteers for an unlimited period of time/ lifetime, we are seeking to apply the debt-forgiveness benefit for a certain period of time based on the volunteer length of volunteer service, as outlined in the attached policy.

Lakeport Fire Protection District	
POLICY No: _____ DATE APPROVED: _____ BOARD CHAIR: _____	SUBJECT: Ambulance Debt Forgiveness for District Volunteers – Active and Retired FIRE CHIEF: _____

Purpose: The purpose of this policy is to establish a protocol for writing-off ambulance services debt for Current and Retired District Volunteers

Scope: Active and Retired District Volunteers

Policy and Procedure:

The District will forgive the outstanding balance owed to the District for EMS treatment and/or ambulance transport, after the defined members medical insurance(s) has / have been billed, for the following groups of volunteers, their spouse and dependent children living in volunteer's household.

Active Volunteers (as defined in the Districts Volunteers Policy)

This policy is applicable to all Active Volunteers (including responders and support [non-responders]), their spouse, and minor (under 18 years old) dependent children residing in the same household.

Retired Volunteers (volunteer no longer active)

This policy is applicable to Retired Volunteers (including responders and support [non-responders]), their spouse, and minor (under 18 years old) dependent children residing in the same household. The application of this policy is based on the length of time spent volunteering. Please see table below:

Length of Volunteer Service	Period of time after retirement that this policy will apply
1 year up to 5 Years	Debt forgiveness up to one (1) year following retirement
5 years up to 10 years	Debt forgiveness up to three (3) years following retirement
10 years up to 15 years	Debt forgiveness up to five (5) years following retirement
15 years up to 20 years	Debt forgiveness up to ten (10) years following retirement
20 years and over	Debt forgiveness with no end limit

This Policy may be limited in its scope and ability to forgive outstanding balances owed due to limitations and/or requirements in a defined members insurance policy / policies and/or subject to applications of the State or Federal requirements and/or laws.



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Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **Proposed Contract for Plan Review Services**

Recommendation

1. Authorize Chief Reitz to enter into a contract with Dennis Lockard for Fire and Life Safety Plan Review.

Background

Up until late last year, the District was paying a retired annuitant to review and approve constructions plans requiring approval from the fire department. The retired annuitant let the District know in December 2022 that he would cease doing plan reviews for the District.

Dennis Lockard, a known and familiar subject matter expert was contacted and requested to submit to provide plans review services for the District. His proposal is attached. In addition to being known to the Chief personally, Mr. Lockard has over 35 years of experience in the fire industry, including time spent as a Fire Marshal, Building Official and Plans Examiner.

For the most part, the fee for these services will be based on a percentage of the fee assessed by the District, so the District will never pay out more money for these services that it takes in. Below is a summary of the District fees, proposed plan review fees and the % of the District Fee being charged for the review.

Service	District Fee	Fixed Plan Review Fee	% of District Fee
General Plan Review; Residential Sprinkler Plan Review; Commercial Improvement Plan Review	\$170.00	\$130.00	76%
Commercial Sprinkler Plan Review	\$340.00	\$180.00	53%
Plan review not noted above; Calls/Conferences	N/A	\$45/hr	N/A
Expedited Services billed at 1.5 x regular rate		\$67.50/hr	

Additionally, Chief Lockard is able to provide training and oversight as we move forward to have shift personnel conduct fire inspections and pre-planning.

PROPOSAL FOR FIRE AND LIFE SAFETY PLAN REVIEW SERVICES FOR LAKEPORT FIRE PROTECTION DISTRICT

Dennis Lockard, CFM & CBO

OVERVIEW

The Lakeport Fire Protection District is not unlike other fire districts in California, working to provide all risk emergency response services and also responsible to provide the very best possible, code compliant review of construction within the district it serves. To that end this proposal is to provide timely review and both commercial and residential projects, fire protection systems and other services regulated by codes and standards and under the authority of the District Fire Chief.

As the principal, I have experience as both a Fire Marshal and Building Official. We are honored to submit this proposal to provide these services and support Lakeport Fire Protection District and Chief Reitz.

THE GOALS OF OUR SERVICES INCLUDE

- Timely, accurate, complete review of all newly submitted projects for construction as it relates to fire and life safety;
- Rapid responses to questions and clarification needed to revise the design of projects to allow approval of the project for construction;
- Collaboration with the design team throughout the plan review process to design a building to meet Codes and meet the needs of the community.

QUALIFICATIONS

As a member of the fire and life safety industry for over 35 years Dennis Lockard has had the opportunity to serve numerous communities throughout the Western United States. Dennis is involved with the design, plan review, and commissioning of numerous significant projects throughout California. These experiences as Fire Marshal, Building Official, and Plans Examiner have provided a unique perspective on how to advance fire and life safety while contributing to the success of each unique project.

With a career that began as a firefighter, those foundational experiences offer he opportunity to apply codes, local ordinances and regulations to benefit the community, the safety of firefighters, and assist projects to be designed and built in a dynamic development community.

PROFESSIONAL EXPERIENCE

Codes and Standards

My career experience includes adoption of numerous codes and standards for agencies throughout the United States. Understanding the unique needs of each agency, the specific requirements for firefighter safety, community safety and ensuring the wellbeing of the citizens are the highest priorities.

Partnerships

A long-standing member of the fire and life safety community, member of many regional professional associations including California Fire Chiefs, Fire Prevention Officers, and Regional Chapters of ICC throughout California allow me to remain connected to the needs of each region and keep up on current trends in modern construction.

As past president of the California Fire Prevention Officers I enjoy being part of the process of creating a well-trained connected community of code professionals. I am also comfortable presenting new discoveries and technologies as both a speaker and instructor. I am an instructor for the California State Fire Marshal and the International Codes Council.

Leadership

Having worked in both the public sector as a fire chief and building official, as well as providing a lead role in working to assist in completing large projects, I understand all aspects of the development process. These experiences provide the opportunity to assist in the success of each unique project, in every individual community.

RECENT OCCUPATIONAL EXPERIENCE

Lead Provider Life Safety Services

University of California, Riverside

Working with the Campus Fire Marshal, Scott Jackson and the team with the Campus Fire Marshals Office, providing code review of projects ongoing at the Campus. Services include coordination of designs for projects that include housing and student services.

Director of Fire and Life Safety Services

Plan Check Professionals

Working to enhance the development process, joining Plan Check to become part of a integrated plan review process that includes all disciplines in a team approach to project design and development. Plan Check uses key, experienced personnel to assist the client in coordinating selected plan check functions, fire and life safety, constructability, structural, electrical, and others to successfully provide a design that is complete, minimizes change orders and requests for information. The University of California, San Diego is a primary client for Plan Check where review of major projects such as North Torrey Pines Living and Learning were recently completed.

Director of Fire and Life Safety Services

West Coast Code Consultants

Responsible for originating fire and life safety services as a separate service provided by the company. Working with industry partners and local government agencies we have developed services to provide plan review and inspection services for public agencies. Keys to our success include experienced will trained staff with state of the art electronic codes and standards to perform electronic plan review services.

Deputy Chief, Fire Marshal | Newport Beach Fire Department

1994 to 2005

Deputy Chief Fire Marshal, Responsible for the supervision of all fire prevention related activities throughout the City and participating as part of the executive team that lead the fire department. While as Fire Marshal provided community planning and code development and provided leadership in code development and training of personnel.

PROFESSIONAL CERTIFICATIONS

International Code Council

Certified Fire Marshal (expires 03/05/2025)

Certified Building Official (expires 03/05/2025)

California Fire Service Training and Education System (CSFM)

Certified Fire Marshal, March 2001

Chief Officer, January 1997

Fire Fighter 1, #F1-00045, October 1975

SIGNIFICANT PROJECTS

Student Health and Counseling Center, University of California Riverside, California

The Student Health and Counseling Center is a multistory student services center currently under construction. Original designs and permits for construction have been reviewed and approved in cooperation with the CFMO. Current work includes review of the delegated designs for the fire alarm, fire sprinkler and other fire and life safety designs.

North District, University of California Riverside, California

The North District is the first apartment community in the 50-acre North District development, North District Apartments will open to residents in the fall of 2021. With room for 1,500 residents in two six-story towers, North District features walk-to-class convenience, stay-fit amenities, tools to help you make the grade and community events to keep you connected. Fully furnished apartments feature the option of a private or shared bedroom and bathroom floor plans, and the community boasts a state-of-the-art fitness center with separate lounges designed for quiet study and not-so-quiet relaxation.

Dundee- Glasgow Dining Commons, University of California Riverside, California (under construction)

Dundee is our new state-of-the-art Residence Hall featuring more than 800 beds in two seven-story residential towers. The community includes a host of amenities — including a fitness center, hall lounges, and outdoor recreation areas. Dundee sits adjacent to the new two-story Glasgow Residential Restaurant, which features a convenience store, exhibition bakery, and indoor/outdoor dining opportunities.

Glasgow, adjacent to the equally brand new Dundee Residence Hall is the newest Residential Restaurant on the UCR campus. The venue also includes a Scotty's convenience store with a selection of grab-n-go sandwiches, salads, hot/cold beverages, frozen foods, ice cream, and snacks as well as health and personal care items. At full capacity, the two-story, 830-seat Glasgow will include an exhibition bakery, retail store, and two private dining rooms

North Torrey Pines Living and Learning Neighborhood, University of California San Diego, California (under construction deferred approval plan review)

North Torrey Pines Living Learning Neighborhood is a \$500,000.00 mixed use building complex at UCSD. The first project to use the collaborative design build process the design and review team worked in an electronic plan review process in bluebeam that allowed for interaction from the schematic design to the issuance of final construction documents. Performance-based design elements were reviewed and approved in a streamlined process. The project includes a total of 7 buildings, 5 qualify and comply as high-rise buildings.

Nuevo East Student Housing University of California San Diego, California (under construction deferred approval plan review)

The Nuevo East Student Housing Project includes six buildings for graduate housing ranging from 5 to 12 stories in height. This project includes all requirements to meet the needs and code requirements for the proposed use and occupancy. Involved in the plan review of fire and life safety elements the project work is continuing to review and approve the deferred submittals for fire sprinkler/standpipe protection, fire alarm and emergency responder radio communications systems.

Nuevo West Student Housing University of California San Diego, California (under construction deferred approval plan review)

The Nuevo West Student Housing Project is a graduate student housing project that will include a variety of services and include a medical center, cafe and marketplace. Involved during the entire design process may unique design elements have been identified to assist the University in saving money in the construction process and allowing an enhanced resident student experience.

Oracle Tech High School, Redwood City, California

Oracle Design Tech High School, is a new style education facility in partnership with Oracle Education Foundation. The structure is a two-story, 64,000 sq. ft. building located on the Oracle Campus within the Redwood Shores. The building incorporates a performance based design that will provide the best in building design while creating a highly effective educational environment. (Coordination, Performance Based Design, Plan Review)

Anaheim Regional Transportation Intermodal Center ARTIC

ARTIC is a regional transportation hub for the Southern California area. At a cost of 150 million dollars this is a Anaheim Public Works project that is constructed with a tubular steel-frame covered by a curved shell that is a 200,000-square-foot (19,000 m²) ethylene tetrafluoroethylene (ETFE) roof system. The building was approved for assembly use, is a performance based design partially fire sprinklered building and is certified LEED Platinum. . (Coordination, Performance Based Design, Plan Review, Inspections, Commissioning for Occupancy)

PRICING

Recognizing the need for fiscal responsibility the proposed fees for services can be set based on the needs of the University and the project.

- The fees can be set on a per project ***fixed fee** for the plan review based on the
 - type of review
 - size and scope of work
 - responses from the design team (backcheck) to complete the review process
- Or, an hourly rate of for services.

*The actual rate and conditions will be set at the time of contract execution

See attached appendix for the proposed services based on the current fees collected by the District.

CONCLUSIONS

I look forward to working with Lakeport Fire Protection District and supporting the efforts to meet the needs of the District. I am confident that as a team we can meet the challenges ahead and stand ready to partner with other regulating agencies to deliver successful projects.

If you have questions on this proposal, feel free to contact Dennis Lockard at your convenience by email at Chieflockard@gmail.com or by phone at 714-306-3355. I will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,



Dennis Lockard

LAKEPORT FIRE PROTECTION DISTRICT FEES FOR SERVICES - 2023

Recognizing the need for fiscal responsibility the proposed fees for services are set based on the needs of the District and the fees currently collected for those services:

- **Plan Review Services** - An hourly rate of ***\$45.00 per hour** or portion thereof is proposed for all plan review services. A minimum of **1.5 hour** will be charged for each review and will be rounded up to the next half hour for the services provided.
- **Conference, Conference Call or Consultation** – An hourly rate of ***\$45.00 per hour** will be charged for all conference and consultation services. A minimum of 1.5 hours will be charged for each request for service.
- **Expedited Services** – Any of the above listed services that require immediate attention and approved by the District Fire Chief will be billed to the client at 1.5 times the regularly hourly rate and structure as stated in this agreement.

- **Fixed Fee Plan Review Services**


The following plans review services will be performed at a rate of 90% of the collected fee charged by the District.

The services provided for that service will include one plan review, backcheck and consultant services to confirm requirements for any comments published as part of the plan review process by the District:

General Plan Review and Inspection -	\$170.00	Plan Review \$130.00
Residential Sprinkler Plan Review and Inspection -	\$170.00	Plan Review \$130.00
Commercial Sprinkler Plan Review and Inspection -	\$340.00	Plan Review \$180.00
Commercial Improvement Plan Review and Inspection -	\$170.00	Plan Review \$130.00
Solar Panel Plan Review and Inspection -	\$340.00	Plan Review \$180.00

If you have questions on this proposal, feel free to contact Dennis Lockard at your convenience by email at dlockard@lakeportfire.org or by phone at 714-306-3355

Thank you for your consideration,



Dennis Lockard



LAKEPORT FIRE PROTECTION DISTRICT

445 North Main Street, Lakeport, CA 95453
Telephone: (707) 263-4396 Fax: (707) 263-7087
Web Site: www.lakeportfire.com



Date: February 10, 2023
To: Board of Directors
From: Patrick Reitz, Fire Chief
Subject: **District Solar Power Proposal**

Recommendation

1. Direct Fire Chief to proceed with and authorize the contract for the Solar Power Proposal for Sta. 52
OR
2. Direct Chief Reitz to reject the Solar Power Proposal.

Background

The Lake County Fire Chiefs Association (LCFCA) has been working on the idea of bringing solar power to the County fire districts for over 3 years and have sought proposals from multiple vendors with limited success.

The LCFCA received a proposal from Clean Energy Funding Solutions for a "no cost" system installation across all 5 fire districts.

Upon review, the District would be limited to putting solar on only one station, Sta. 52, due to the issues with Sta. 50. The installation on Sta. 52 would result in limited savings of approx. less than \$900 for the first year of operation (\$70/mo).

Pros for the project include no up front cost, no cost for maintenance, 25 year contract after which project would transfer to the District, controlled costs for power for Sta. 52 for the term of the contract. A battery system could be added at a future date if desired at a cost to the District.

Cons for the project include the compressed timing for the acceptance of the project due to a change in PUC governing the sale of excess power generated back to the "grid", resulting in a significant decrease in the profitability and justification for installing solar systems.

Solar Systems at Lake County Fire Protection Districts

... brought to you by:



... designed and built for you by:



... financed by:



1/23/2023

Highlights

Across Lake County's fire protection districts, approximately 384kW of carport, rooftop and ground-mounted solar power would offer numerous and substantial benefits in a Power Purchase Agreement (PPA) structure:

- **ZERO** capital and operations/maintenance cost to the fire protection districts
- **High quality** commercial solar platform based on Tier 1 solar technology
- Over 500 kilowatt-hours of **clean energy from the sun annually**, avoiding the yearly emission of 380 metric tons of CO₂, equivalent to emissions from:



Power Purchase Agreement (PPA) Basics

- PPAs are ideal financing vehicles for solar and battery systems at municipal and non-profit organizations because they utilize tax credits and depreciation benefits that these organizations cannot leverage
- In a PPA, Nobell and its financing partners (the “ownership group”) would finance, own and operate the solar systems at the Lake County fire protection districts. Nobell would have an ownership stake in the systems and would be the managing partner of the ownership group.
- The ownership group would sell solar electricity to the sites at pre-determined rates for a predetermined period. The PPA will define the commercial terms for the sale of electricity between the two parties. During the term, the districts would pay no capital expense and have no financial obligation with respect to the solar systems other than to pay for their electrical output.
- Running concurrent with the PPA would be a Site Lease, whereby the ownership group would rent rooftop space for the solar systems for a nominal fee (\$1).
- If battery storage systems are included, a monthly storage capacity payment will be invoiced along with the solar power invoice.



System Sizing, Prior Consumption, New Electric Bill by District

Item	Northshore	Lakeport	Kelseyville	Lake County	South Lake County	Total
Prior Year Utility Usage (kWh)	159,930	68,266	65,587	144,459	71,527	509,769
Prior Year Utility Bill (\$)	\$51,430	\$22,694	\$20,971	\$43,514	\$24,326	162,935
Prior Year \$/kWh	\$0.32	\$0.33	\$0.32	\$0.30	\$0.34	\$0.32
Solar System Size (kW)	118	45	47	110	63	384
Solar Production - 1st yr (kWh)	167,513	70,363	66,338	146,570	86,002	536,786
New Utility Bill (\$)	\$3,420	\$1,358	\$1,636	\$3,022	\$2,208	11,644
% of Total						
Prior Year Utility Usage (kWh)	31%	13%	13%	28%	14%	100%
Prior Year Utility Bill (\$)	32%	14%	13%	27%	15%	100%
Prior Year \$/kWh	101%	104%	100%	94%	106%	100%
Solar System Size (kW)	31%	12%	12%	29%	17%	100%
Solar Production - 1st yr (kWh)	31%	13%	12%	27%	16%	100%
New Utility Bill (\$)	29%	12%	14%	26%	19%	100%

- The new utility bill is what would be paid to the utility for grid power drawn when solar production is less than consumption
- The county's high cost / kW for electricity, 32 cents, makes a solar PPA viable. Normally a collection of ~small sites would not work out financially



System Sizing, Prior Consumption, New Electric Bill by Site

Item	Clearlake Oak	Lakeport	Lakeport	Nice	Kelseyville	Lucerne	Upper Lake	Kelseyville	Clearlake Oaks	Lakeshore		Lower Lake	Lower Lake	Hidden Valley	Middletown	Total
	77 Tamarak	445 North Main	3600 Hill	3708 Manzanita	4020 Main	6257 7th	9420 Main	9757 Soda Bay	12655 State Hwy 20	14795 Olympic	14815 Olympic	16354 Main	16364 Main	19287 Hartmann	21095 Hwy 175	
Prior Year Utility Usage (kWh)	14,999	55,185	13,081	30,823	53,689	39,094	29,472	11,898	45,542	116,952		19,590	7,917	29,512	42,015	\$09,769
Prior Year Utility Bill (\$)	\$4,974	\$18,335	\$4,359	\$9,926	\$17,087	\$12,544	\$9,393	\$3,884	\$14,593	\$34,371		\$6,341	\$2,802	\$9,527	\$14,799	\$162,935
Prior Year \$/kWh	\$0.33	\$0.33	\$0.33	\$0.32	\$0.32	\$0.32	\$0.32	\$0.33	\$0.32	\$0.29		\$0.32	\$0.35	\$0.32	\$0.35	\$0.32
Solar System Size (kW)	9.9	35.55	9.9	24.3	37.8	30.15	19.8	9	33.75	88.201		15.3	6.45	17.55	45.9	384
Solar Production - 1st yr (kWh)	15,291	56,199	14,164	35,595	54,050	40,103	30,223	12,288	46,301	118,687		19,764	8,119	24,696	61,306	536,786
New Utility Bill (\$)	\$484	\$939	\$419	\$492	\$1,131	\$763	\$721	\$505	\$960	\$2,061		\$572	\$389	\$2,291	(\$83)	\$11,644



Specific PPA Considerations for Lake County Fire Protection Districts

- We prefer to have 1 PPA and 1 site lease, rather than one per district or 1 per site. This will make underwriting and administration significantly easier.
- Pricing is given as the same PPA rate for every site to make financial modeling and invoicing/billing easier
- The primary takeaway is that there is enough solar savings to make a solar-only PPA viable

BESS (y/n)	Term (Yr)	PPA Rate (\$)	Annual BESS Pymt	Escalator	1 st Yr Savings	Term Savings	NPV @ 6% DR
n	25	.2649	N/A	3%	\$9,097	\$1,000,303	\$399,661



Combined Site Total Cost and Savings Table

HOST CUSTOMER ENERGY SAVINGS SUMMARY

Year	Cost of Solar Power			Utility Savings		Total Cost of Power with Solar	Total Cost of Power without Solar	Savings From Solar
	Power From Solar (kWh)	PPA Rate	Total	From ETB	Utility Bill with Solar			
2024	536,786	\$ 0.26490	\$142,195	\$151,292	\$11,643	\$153,838	\$162,935	\$9,097
2025	534,102	\$ 0.27285	\$145,728	\$156,533	\$12,919	\$158,648	\$169,452	\$10,805
2026	531,432	\$ 0.28103	\$149,349	\$161,949	\$14,281	\$163,631	\$176,230	\$12,600
2027	528,774	\$ 0.28946	\$153,061	\$167,552	\$15,728	\$168,789	\$183,280	\$14,491
2028	526,131	\$ 0.29815	\$156,864	\$173,343	\$17,268	\$174,132	\$190,611	\$16,479
2029	523,500	\$ 0.30709	\$160,762	\$179,331	\$18,904	\$179,667	\$198,235	\$18,569
2030	520,882	\$ 0.31630	\$164,757	\$185,522	\$20,643	\$185,400	\$206,165	\$20,765
2031	518,278	\$ 0.32579	\$168,852	\$191,920	\$22,491	\$191,343	\$214,411	\$23,068
2032	515,687	\$ 0.33557	\$173,048	\$198,534	\$24,454	\$197,501	\$222,988	\$25,486
2033	513,108	\$ 0.34563	\$177,348	\$205,371	\$26,536	\$203,884	\$231,907	\$28,023
2034	510,543	\$ 0.35600	\$181,755	\$212,435	\$28,749	\$210,504	\$241,184	\$30,680
2035	507,990	\$ 0.36668	\$186,272	\$219,742	\$31,089	\$217,360	\$250,831	\$33,470
2036	505,450	\$ 0.37768	\$190,900	\$227,291	\$33,573	\$224,474	\$260,864	\$36,391
2037	502,923	\$ 0.38901	\$195,644	\$235,091	\$36,208	\$231,852	\$271,299	\$39,447
2038	500,408	\$ 0.40069	\$200,506	\$243,155	\$38,996	\$239,502	\$282,151	\$42,649
2039	497,906	\$ 0.41271	\$205,489	\$251,490	\$41,947	\$247,435	\$293,437	\$46,001
2040	495,417	\$ 0.42509	\$210,595	\$260,099	\$45,075	\$255,670	\$305,174	\$49,504
2041	492,939	\$ 0.43784	\$215,828	\$269,000	\$48,381	\$264,209	\$317,381	\$53,172
2042	490,475	\$ 0.45097	\$221,192	\$278,193	\$51,883	\$273,075	\$330,076	\$57,001
2043	488,022	\$ 0.46450	\$226,688	\$287,694	\$55,585	\$282,274	\$343,279	\$61,006
2044	485,582	\$ 0.47844	\$232,321	\$297,510	\$59,501	\$291,822	\$357,011	\$65,189
2045	483,154	\$ 0.49279	\$238,095	\$307,653	\$63,638	\$301,733	\$371,291	\$69,558
2046	480,739	\$ 0.50758	\$244,011	\$318,133	\$68,010	\$312,021	\$386,143	\$74,122
2047	478,335	\$ 0.52280	\$250,075	\$328,956	\$72,632	\$322,707	\$401,588	\$78,881
2048	475,943	\$ 0.53849	\$256,289	\$340,139	\$77,513	\$333,802	\$417,652	\$83,850
	12,644,505		\$4,847,625	\$5,847,928	\$937,648	\$5,785,273	\$6,785,576	\$1,000,303



Combined Site Total Cost and Savings Table – by District

Year	Fire Protection District					Total
	Northshore	Lakeport	Kelseyville	Lake County	South Lake County	
2024	\$2,623	\$952	\$1,030	\$3,148	\$1,344	\$9,097
2025	\$3,116	\$1,131	\$1,223	\$3,739	\$1,596	\$10,805
2026	\$3,633	\$1,319	\$1,426	\$4,360	\$1,861	\$12,600
2027	\$4,179	\$1,517	\$1,640	\$5,015	\$2,141	\$14,491
2028	\$4,752	\$1,725	\$1,865	\$5,702	\$2,434	\$16,479
2029	\$5,355	\$1,944	\$2,101	\$6,426	\$2,743	\$18,569
2030	\$5,988	\$2,174	\$2,350	\$7,185	\$3,067	\$20,765
2031	\$6,652	\$2,415	\$2,611	\$7,983	\$3,408	\$23,068
2032	\$7,350	\$2,668	\$2,884	\$8,819	\$3,765	\$25,486
2033	\$8,081	\$2,934	\$3,171	\$9,697	\$4,140	\$28,023
2034	\$8,847	\$3,212	\$3,472	\$10,617	\$4,532	\$30,680
2035	\$9,652	\$3,504	\$3,788	\$11,582	\$4,944	\$33,470
2036	\$10,494	\$3,809	\$4,118	\$12,593	\$5,376	\$36,391
2037	\$11,376	\$4,129	\$4,464	\$13,650	\$5,827	\$39,447
2038	\$12,299	\$4,465	\$4,826	\$14,758	\$6,300	\$42,649
2039	\$13,266	\$4,816	\$5,206	\$15,919	\$6,796	\$46,001
2040	\$14,276	\$5,182	\$5,602	\$17,131	\$7,313	\$49,504
2041	\$15,334	\$5,566	\$6,017	\$18,400	\$7,855	\$53,172
2042	\$16,438	\$5,967	\$6,451	\$19,725	\$8,421	\$57,001
2043	\$17,593	\$6,386	\$6,904	\$21,111	\$9,012	\$61,006
2044	\$18,799	\$6,824	\$7,377	\$22,558	\$9,630	\$65,189
2045	\$20,059	\$7,282	\$7,872	\$24,070	\$10,276	\$69,558
2046	\$21,375	\$7,759	\$8,388	\$25,649	\$10,950	\$74,122
2047	\$22,748	\$8,257	\$8,927	\$27,296	\$11,653	\$78,881
2048	\$24,180	\$8,778	\$9,489	\$29,016	\$12,387	\$83,850
Total	\$288,466	\$104,714	\$113,202	\$346,150	\$147,772	\$1,000,303



Next Steps

- Feedback from this presentation
- Landlord approval needed if sites not owned by fire protection districts
- PPA and Site Lease Signatures – can send draft language



About Nobell

Nobell is an 11-year old company based in Palm Springs that develops renewable energy systems at commercial, industrial, municipal and non-profit host customer sites in California and Arizona. Please see a sample of our recently installed systems at <http://www.nobellenergy.com/videos.html>.

We specialize in the PPA transaction whereby host customers, for zero upfront cost, buy solar energy for less than grid energy, often receiving car shade as a free side benefit.

Our tax equity investor and lender relationships allow host customers to pay only for the solar power generated without any of the upfront cost of owning a system.

We do not flip the projects we develop. Our ongoing ownership in the project companies means that ALL stakeholders are aligned for success for the life of our projects.

Customers include the cities of Rancho Mirage and Indio, CA (multiple sites at each), the Coachella Valley Water District, and numerous churches, schools, non-profits, retirement communities, and residential apartments.

Our partners Clean Energy Funding Solutions and Danlin Corporation have experience over a broad range of industries including government, large commercial, small and medium business, healthcare, education, utilities, agriculture, builders and others.



Contact

For further information relating to the information contained in this presentation, including draft PPA and Site Lease contract language, please contact:

Mark Watkins, CEO
Nobell Energy Solutions, LLC
2045 East Tahquitz Canyon Way
Palm Springs, CA 92262

(650) 743-5412 (cell)
mark@nobellenergy.com





January 2023

TO: All CALSSA Member Companies

RE: Transition Rules for NEM-2 and NEM-3

This memo communicates basic information about upcoming changes to net energy metering (NEM) and eligibility rules for NEM-2 so that you can provide accurate expectations to commercial and residential customers.

Background

Net metering allows customers to get credit from their utility for electricity they “export” to the grid. When a solar system produces more energy than the building is using, electricity flows onto the power grid and is consumed by neighboring customers. The utility gives a credit to the generating customer for that energy. At the end of the month, the credits are netted against the cost of the electricity that the customer draws from the grid.

Traditionally, net metering provided one-for-one credit. Under NEM-1, a kWh exported to the grid was deducted from the kWh total consumed from the grid. A January 2016 decision of the California Public Utilities Commission (CPUC) created NEM-2. The value of export credits under NEM-2 was reduced by about 2.5 ¢/kWh compared with NEM-1, and NEM-2 customers are required to be on time-of-use rates.

The CPUC made larger changes in December 2022 when it approved NEM-3. Export credits under NEM-3 are far lower than retail electric rates, and residential customers must be on specific rate schedules that have monthly fixed charges.

Qualifying for NEM-2

The NEM-3 decision includes a “sunset period” between the December 15, 2022 final approval of the decision and 120 days later on April 14, 2023. NEM-3 does not start until the end of the sunset period. Customers that submit complete interconnection applications by April 14 will be NEM-2 customers for the first 20 years of system operation, provided the system passes local building department inspection and utility review. The system can be installed after April 14 if the application is submitted before then and deemed complete by the utility. The system must be installed within three years.

For residential customers: In addition to the interconnection application and associated disclosures and diagrams, residential customers must submit a signed contract with the application.

For commercial customers: Commercial customers must submit an authorization for the solar customer to act on their behalf. For PG&E that is a separate form. For SCE and SDG&E that authorization is part of the application itself.

After submitting the application, minor adjustments can be made to the equipment being used, but major changes will not be allowed without submitting a new application that would cause NEM-2 eligibility to be lost if it is after the end of the sunset period. System size cannot be increased at all or decreased more than 20%.

After an application is submitted there is often some back and forth with the utility to clarify items, and all of those clarifications must be resolved before the application is deemed complete for purposes of qualifying for NEM-2. The utilities can be slow to review applications for completeness, so customers should be encouraged to authorize application submittal as soon as the system design is finalized.

If you have questions, please contact the California Solar & Storage Association at info@calssa.org