



# LAKEPORT FIRE PROTECTION DISTRICT

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



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*Any person may speak for up to 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. This meeting may be audio and/or video recorded.*

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*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; or on the District's website: [www.lakeportfire.com](http://www.lakeportfire.com)*

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***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.*

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## **BOARD OF DIRECTORS REGULAR MEETING** **AGENDA**

**June 13, 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
- A3. Motion to Approve June 13, 2023 Regular Meeting Agenda (GC §54954.2)
- A4. Announcement of Special Meeting at 5:00 PM on June 20, 2023 regarding initial 23-24 budget, including City and County Mitigation Fees and the 23-24 Appropriation Limit

### **B. Consent Calendar**

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*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.*

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- B1. Motion to Approve May 9, 2023 Regular Meeting Minutes
- B2. Motion to Approve May 2023 Warrants/Expenditures (with CalCard detail)
- B3. Motion to Approve Payroll for the pay periods ending May 15 and May 31, 2023

### **C. Public Comment (GC §54954.3)**

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*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.*

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Reports – Information/Discussion

D1. Fire Chief's Report

- a) Incident Log for May 2023
- b) Fleet Mileage/Hours/Service Report for May 2023
- c) Cal-OSHA Citations Status Update
- d) CA Special Districts Assoc (CSDA) conference August 28-31, 2023 in Monterey

D2. Administration/Finance Report

- a) Fiscal Year to Date Budget Report
- b) 2023-24 Budget Process
- c) 2021/22 Audit Status
- d) Website Update
- e) RMAP Rebate from GSRMA

D3. Captains' Report

D4. Professional Firefighters Association – Teamsters Local #856 Report

D5. Volunteer Firefighters Association Report

D6. City Council Representative's Report

D7. Directors Activity Reports

E. Action Items

- E1. Review, discussion and possible vote on Resolution 22/23-07, a Resolution Authorizing Application to USDA for a Strategic Master Planning Grant
- E2. Review, discussion and possible acceptance of July 1, 2022 GASB 75 report on the District's Other Post Employment Benefits (OPEB) plan
- E3. Review, discussion and possible action to authorize the Fire Chief to enter into a contract with the Lake County Fire Protection District for Arson Investigation services
- E4. Review, discussion and possible action on authorizing a Budget Transfer to reallocate funds this fiscal year to fund the training, supplies and capital equipment needed for the Water Rescue program
- E5. Review, discussion and possible action on election of officers for 2023-24 fiscal year

F. Request for Future Agenda Items

Lakeport Fire Protection District  
Board of Directors Regular Meeting Agenda for June 13, 2023

G. Closed Session (GC §54957.7)

G1. Conference with Real Property Negotiators (GC §54956.8)

Property: 420 N Forbes St, Lakeport, CA 95453

Agency Negotiator: Chief Patrick Reitz

Negotiating Parties: Ross Kauper

Under Negotiation: Instructions to negotiator concerning price and terms and payment

G2. Conference with Real Property Negotiators (GC §54956.8)

Property: 901 Larrecou Lane, Lakeport, CA 95453

Agency Negotiator: Chief Patrick Reitz

Negotiating Parties: City of Lakeport

Under Negotiation: Instruction to negotiator concerning ongoing negotiations

G3. Public Employment (GC §54957)

Title: Fire Chief

H. Open Session

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

I. Adjournment

Agenda Posted Per GC §54954.2  
on June 10, 2023, at 2:30 p.m.

***Ray Lavelle***

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Ray Lavelle, Board Clerk





# LAKEPORT FIRE PROTECTION DISTRICT

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## BOARD OF DIRECTORS REGULAR MEETING MINUTES

May 9, 2023, 5:00 P.M.

Lakeport Fire Protection District  
445 N. Main Street, Lakeport, CA 95453

DRAFT

A. Call to Order

A1. Pledge of Allegiance led by Chief Reitz.

A2. Roll Call

Director Brown Excused Absent, Vice-Chair Lucas X, Director Warrenburg X,  
Director Whitehead X and Chair Gabe X

Staff Present: Fire Chief Patrick Reitz and Admin Promise Fossa

B. Consent Calendar

B1. Motion to Approve May 9, 2023 Regular Meeting Agenda (GC §54954.2)

B2. Motion to Approve April 11, 2023, Special Meeting Minutes

B3. Motion to Approve April 11, 2023 Regular Meeting Minutes

B4. Motion to Approve April 2023 Warrants/Expenditures

B5. Motion to Approve Payroll for the pay periods ending April 15 and April 31, 2023

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

**Ayes: Lucas, Warrenburg, Whitehead & Gabe**

**Noes:**

**Absent: Brown**

**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.*

One person requested the District have a "complaint box"

D. Reports – Information/Discussion

D1. Fire Chief, Administration/Finance and Captains Reports

- a. Fiscal Year to Date Budget Report
- b. Incident Log for April 2023
- c. Fleet Mileage/Hours/Service Report for April 2023
- d. Cal-OSHA Citations Status Update

***Director Warren made a motion, seconded by Director Whitehead, that the District pay all 6 Cal-OSHA citation fines and not dispute any of them.***

***Ayes: Lucas, Warrenburg, Whitehead & Gabe***

***Noes:***

***Absent: Brown***

***Motion Passes***

- e. 2023-24 Budget Process
  - f. 2021/22 Audit Status
  - g. Website Update
- 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. Motion to adopt the 2022 California Fire Code

***Chief Reitz requested that the board pull this agenda item, which they agreed to do.***

E2. Update on CalPERS Holiday Pay Audit Correction

***Chief Reitz provided an update.***

E3. Letter of No Confidence re: Lake Co Health Director

***Chief Reitz requested that the board pull this agenda item, which they agreed to do.***

E4. Motion to pursue USDA grant for Strategic/Master Planning activities

***Director Whitehead made a motion, seconded by Director Warren, directing staff to prepare and submit draft letters of support for the Lakeport City Council and the Lake County Board of Supervisors for their approval, as well as directing staff to prepare a resolution for discussion***

**and action at the next board meeting agreeing to either a 10% grant match or a 100% grant match**

**Ayes: Lucas, Warrenburg, Whitehead & Gabe**

**Noes:**

**Absent: Brown**

**Motion Passes**

E5. Report and discussion on ESCI Proposal re Master Planning services

**Chief Reitz provided an update and the board directed staff to include \$50,000 in the 2023-24 budget for procuring master planning services with ECSI.**

E6. Motion to transfer Golden State Risk Management Authority (GSRMA) insurance payment to increase the budget for expense line item Building Maintenance and Improvements to fund the 2022/23 billings from Fort Bragg Electric Inc

**Director Lucas made a motion, seconded by Director Warrenburg, to pass Resolution 22/23-07 authorizing the transfer of \$60,000 in insurance proceeds to increase the budget of the Building Maintenance line item to fund repairs to Station 52.**

**Ayes: Lucas, Warrenburg, Whitehead & Gabe**

**Noes:**

**Absent: Brown**

**Motion Passes**

F. Request for Future Agenda Items

**1) USDA Grant Match Resolution**

**2) Election of board officers for coming fiscal year**

G. Closed Session (GC §54957.7)

**The board went into Closed session at 6:18 pm to discuss:**

G1. Public Employment – Title: Fire Chief (GC §54957)

G2. Conference with Real Property Negotiators (GC §54956.8) – 445 N Main St and the Larrecou Property, both located in Lakeport, Agency Negotiator: Fire Chief Reitz, Negotiating Parties: City of Lakeport, instructions to include price, terms of payment or both

G3 Conference with Real Property Negotiators (GC §54956.8) – Parcel# 025-374-09, located in Lakeport, Agency Negotiator: Fire Chief Reitz, Negotiating Parties: owner of parcel unknown at this time, instructions to include price, terms of payment or both

G4. Conference with Labor Negotiators (GC §54957.6) – provide direction to Agency Negotiator Fire Chief Reitz in discussions with Teamster Local 856

H. Open Session

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

The board returned from Closed session at 7:36 pm and reported the following actions.

Item G1 was tabled and the board provided direction to Chief Reitz regarding items G2 and G3: Regarding item G4, the board appointed Director Brown and Chief Reitz as the labor negotiation team for the District in regard to Teamsters MOU changes needed as a result of the CalPERS holiday pay audit.

I. Adjournment

Chair Gabe adjourned the meeting at 7:38 PM.

Respectfully Submitted:

\_\_\_\_\_  
Promise Fossa, Acting Board Clerk

Read and Approved:

\_\_\_\_\_  
William Gabe, Board Chairman

## Chief's Report Tuesday, May 09, 2023

I would like to thank the Board and Staff for my time away while I was moving our household to Lakeport. We were able to complete our move last week with the help of many friends – including the Idyllwild Rotary Club and the Lakeport Volunteer Fire Association. We are very grateful for all of the help and support!

In addition to numerous meetings attended both in person and virtually,  
Lakeport City Building Official  
Lakeport City Manager  
Lake County Fire Chiefs Association  
Lake County Board of Supervisors

### LCFCA –

Fees Study with AP Triton continues to move forward

Nexus study is still moving forward

Moving forward with Tablet Command – hope for sometime early next fiscal year

New Dispatch Agreement – 5% increase

Public Health

There has been NO communications with the Director of Public Health.

### LPCFD

Sta. 52 Repair – Set-up for funding is on today's agenda, facilitates the necessary arrangements to move funds as pass-through for the insurance reimbursement.

### Staffing –

One member remains out indefinitely due to a Workers Comp. inj.

Medic / FF Derek Reisbeck has submitted his resignation with a request for LOA, leaving for a position with San Rafael. His last day on shift is Friday, April 14<sup>th</sup>.

The District had 1 applicant for the Medic / FF position, was interviewed and offered the position, however declined wanting to remain with his current department.

We have an applicant for a single-role EMT / Paramedic, was a student intern with us – this demonstrates the value of the intern and trainee programs.

Continue working on posting for part-time and per diem EMT/FF, PM/FF, single role PM and possibly single role EMT.

EMT/FF Diana Cortez has been approved and is orienting for per diem shifts; she was a student with our FF academy and EMT student intern.

Departmental Personnel Rules & Regs, and SOG's continue to be vetted through the captains and will be reviewed by the bargaining unit, and hope to be brought to the Board for ratification in June or July.

#### Plans Review –

The District's Contractor Dennis Lochard has been busy reviewing larger plan sets, including sprinkler and construction plans. Additionally, Chief Lockard and his partner Chief Bruce English continue to work on policies and procedures, including handouts with guidance for permit applicants, once finalized they will be brought to the Board for ratification.

#### LVFA

Looking forward to their training conference in June.

#### Upcoming Events

First Responder Memorial recognition this Friday, May 12<sup>th</sup> at 530p at the memorial in front of the museum.

## CalOSHA

As previously discussed, we had a Cal/OSHA inspection where we proactively worked to mitigate any potential citations. This was successful as – although we received six citations – we received no citations with the classification of “Serious.” A classification of Serious could subject the LFPD with increased substantially increased monetary penalties should we receive the same citation in the future. It is also notable that we were able to contain the scope of the inspection as there was no voluntarily disclosure of arguably relevant property ownership (i.e., it is my understanding the City owns the parking lot, as additional citations could have been issued to the “controlling” employer). This matter is currently not on calendar for any prehearing conference at this time. If the (Cal/OSHA) Division were treating this matter with priority, a prehearing conference would have been scheduled. A non-priority treatment from the Division is preferred. We timely filed an appeal in the matter on 3/29/2023 and perfected our appeal on or around 4/18/2023. All six (6) citations are general with a monetary proposed penalty of \$1,625.00

All citations have been formally appealed, and we will likely be able to slightly reduce the monetary value of the penalties.

Of the six (6) citations, legal counsel believes there could be a viable defense for one of the six citations – 1) Lack of a COVID-19 Prevention Plan/CCR 3205(c). It is our position that we did not need a COVID-19 prevention Plan because all LFPD employees arguably fall under the CCR 5199/Aerosol Transmissible Disease Standard. The argument is not bullet proof, as there are two staff members who arguably do not automatically fall within the ATD Standard. However, our attorney will attempt to argue that all employees were covered until the ATD plan and thus there was a CCP Plan was moot. Our legal counsel has also advised we may want to consider accepting this citation if the Division holds firm in light of the nominal monetary penalty and classification of “General.”

All of the other citations have been abated, as verified by the Division’s investigator (i.e., pot hole corrected, IIPP and Heat Illness Prevention Plan updated, etc.)

With the assistance of legal counsel, we were provided the tools and other resources on how to navigate the inspection and appeal process in the (unfortunate) event we need to do this in the future.

Going forward, the most likely outcome is 1) accepting 5 of the 6 general citations with a decreased monetary penalty or 2) accepting 6 of the 6 citations with a decreased monetary settlement. While the timing of the resolution can be a bit unpredictable, we hope to have this completed within the next few months.



May 2023 Check Listing

Vendor Name	Invoice Total	Description	Check Date	Check #
CA Assoc of Professional Firefight	\$ 383.50	FF Long Term Disability - May	05/01/2023	15767 Total
Reitz, Patrick	\$ 60.00	Chief Cell Phone Allowance-April	05/01/2023	15768 Total
Teamsters Local 856 Dues	\$ 688.00	Teamsters Dues - May	05/01/2023	15769 Total
Teamsters Local 856 Health & Wel	\$ 37,848.25	Health Insurance Coverage May	05/01/2023	15770 Total
AT & T	\$ 158.36	PHONE LINES STATION 50	05/09/2023	15771 Total
Dominguez, Oscar Solano	\$ 209.14	REIMBURSEMENT - BOOTS	05/09/2023	15772 Total
Kane, Dan	\$ 88.47	EMT RECERT REIMBURSEMENT	05/09/2023	15773 Total
Lakeport Fire (CalPERS Account)	\$ 17,861.76	CalPERS - PE 04/30/23	05/09/2023	15774 Total
Life Assist	\$ 1,880.67	MEDICAL SUPPLIES	05/09/2023	15775 Total
Mendo Mill and Lumber Co.	\$ 330.28	STATION MAINTENANCE	05/09/2023	15776 Total
Mission Linen Supply	\$ 175.96	STATION SUPPLIES	05/09/2023	15777 Total
Napa (Lake) Auto Parts	\$ (178.34)	CREDIT	05/09/2023	15778 Total
O'Reilly	\$ 18.48	STATION MAINT - STATION 52	05/09/2023	15779 Total
Pak n Mail	\$ 49.02	OFFICE SUPPLIES	05/09/2023	15780 Total
Westgate Petroleum Co. Inc.	\$ 1,483.21	FUEL	05/09/2023	15781 Total
Bergem, Paul	\$ 77.00	EMT RECERT REIMBURSEMENT	05/22/2023	15782 Total
Lakeport Fire (CalPERS Account)	\$ 24,265.08	CalPERS - PE 05/15/23	05/22/2023	15783 Total
Lakeport Fire (Payroll Account)	\$ 90,088.22	PR Transfers 4/30 & 5/15	05/22/2023	15784 Total
Napa (Lake) Auto Parts	\$ -	VOID - DEF (Diesel Additive)	05/22/2023	15785 Total
Bit Sculptor	\$ 42.50	G-Suite Transition Email Assistance	05/22/2023	15786 Total
City of Lakeport	\$ 2,832.00	Retiree Medical Insur - 1st Qtr '23	05/22/2023	15787 Total
Jones & Mayer	\$ 117.00	LEGAL FEES	05/22/2023	15788 Total
Lake County Fire Chief's Assoc.	\$ 644.10	Lakeport Portion of AP Triton Inv	05/22/2023	15789 Total
Lee's Sporting Goods	\$ 23.93	Remove thread & re-embroider	05/22/2023	15790 Total
Life Assist	\$ 672.66	MEDICAL SUPPLIES	05/22/2023	15791 Total
Lockard, Dennis	\$ 3,145.00	Plan Review & Guideline Development	05/22/2023	15792 Total
Napa (Lake) Auto Parts	\$ 173.62	Blue DEF	05/22/2023	15793 Total
Rainbow Ag Store	\$ 117.91	Oil & Mixed Fuel for Small Tools	05/22/2023	15794 Total
	\$ 183,255.78	<b>Grand Total</b>		

<b>May CAL-Card Charges</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
TRACTOR SUPPLY	WEED SPRAY	\$ 110.86
AMAZON	FIRE EQUIPMENT - GRIP TAPE	\$ 171.45
AMAZON	VEHICLE MAINT.	\$ 54.36
FIREPENNY	PPE - CORTEZ	\$ 463.60
LN CURTIS	PPE - CORTEZ	\$ 540.40
JIMMY'S DELI	ACCOUNTING LUNCH	\$ 49.24
GOVERNMENTJOBS.COM	PARAMEDIC JOB POSTING	\$ 199.00
AMAZON	OFFICE SUPPLIES	\$ 19.21
GOOGLE INC	OFFICE SUITE	\$ 177.20
AMAZON	SAFETY COMMITTEE - EYE WASH STATION	\$ 88.02
CITY OF LAKEPORT	WATER/SEWER STATION 50	\$ 212.52
AMAZON	SAFETY COMMITTEE - EYE WASH STATION SUPPL.	\$ 43.50
USPS	POSTAGE - BERGEM EMT RECERT	\$ 6.61
GOOGLE INC	STORAGE	\$ 1.99
KONOCTI COMPUTERS	COMPUTER REPAIR/MAINT.	\$ 848.75
AMAZON	SMOKE CANS - FIRE ALARM TESTING	\$ 130.49
VERIZON	CELLPHONES/TABLET DATA	\$ 273.45
USPS	POSTAGE - STAMPS	\$ 63.00
VISTAPRINT	ADMIN BUSINESS CARDS	\$ 25.44
STERICYCLE	MEDICAL WASTE DISPOSAL	\$ 63.67
AMAZON	OFFICE SUPPLIES (WEED ABTMNT)	\$ 28.22
AMAZON	OFFICE SUPPLIES (PAPER/WEED ABTMNT)	\$ 156.66
AUTO GLASS ORTIZ	WINDOW REPAIR	\$ 439.00
GRANT WRITING USA	GRANT WRITING WORKSHOP - FOSSA/HINDMARCH	\$ 930.00
	<b>Total:</b>	<b>\$ 5,096.64</b>

**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 **05/01/23 - 05/15/23**

<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	8,413.43	
Salaries & Wages-Permanent	FT Shift	01.11 B	33,531.79	
Salaries & Wages-LT/PT/Temporary	LT Shift	01.12 A	1,350.00	
Salaries & Wages-LT/PT/Temporary	PT Admin	01.12 C	2,100.00	
Salaries & Wages- Overtime	FT Shift OT	01.13 A	3,851.98	
Salaries & Wages -Overtime	LT Shift OT	01.13 B	0.00	
Salaries & Wages - FLSA	FLSA	01.13 G	914.76	
Medicare - EmployER Paid		02.21 A	727.34	
FICA- EmployER Paid		02.21 B	83.70	
Medical Insur Reimb (PR Code 36)	FT Admin & FT Shift	03.30 A		1,150.80
Union Dues (PR Code 39)	FT Shift	01.11 C		312.50
PERS After Tax (PR Codes 53 & 55)	FT Admin & FT Shift	01.11 C		4,946.76
PERS 1959 Survivor (PR Code 59)	FT Admin & FT Shift	01.11 C		32.90
CAPF (PR Code C)	FT Shift	01.11 C		177.00
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		43,103.04
TOTAL			50,973.00	50,973.00

DISTRICT AUTH. SIGNATURE \_\_\_\_\_

Please prepare a journal entry to transfer funds to our expenditure accounts for our automated payroll service for the pay period **05/16/23 - 05/31/23**

<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	8,260.93	
Salaries & Wages-Permanent	FT Shift	01.11 B	33,531.79	
Salaries & Wages-LT/PT/Temporary	LT Shift	01.12 A	2,686.25	
Salaries & Wages-LT/PT/Temporary	PT Admin	01.12 C	2,175.00	
Salaries & Wages- Overtime	FT Shift OT	01.13 A	2,366.63	
Salaries & Wages -Overtime	LT Shift OT	01.13 B	0.00	
Salaries & Wages - FLSA	FLSA	01.13 G	914.76	
Medicare - EmployER Paid		02.21 A	724.09	
FICA- EmployER Paid		02.21 B	33.48	
Medical Insur Reimb (PR Code 36)	FT Admin & FT Shift	03.30 A		1,203.72
Union Dues (PR Code 39)	FT Shift	01.11 C		312.50
PERS After Tax (PR Codes 53 & 55)	FT Admin & FT Shift	01.11 C		5,238.87
PERS 1959 Survivor (PR Code 59)	FT Admin & FT Shift	01.11 C		35.25
CAPF (PR Code C)	FT Shift	01.11 C		177.00
Deferred Comp (PR Code K)	FT Admin & FT Shift	01.11 C		1,250.00
Prof. & Spec. - Payroll Processing		23.80 C	303.80	
Payroll Clearing Account		09.00		303.80
Payroll Clearing Account		09.00		42,475.59
TOTAL			50,996.73	50,996.73

DISTRICT AUTH. SIGNATURE \_\_\_\_\_

INCIDENT COUNT - MAY 2023	
Incident Type	Count
Building fire	2
Trash or rubbish fire, contained	1
EMS call, excluding vehicle accident with injury	149
Motor vehicle accident with injuries	8
Motor vehicle accident with no injuries	1
Hazardous condition, other	1
Overheated motor	1
Power line down	3
Public service assistance, other	1
Public service	23
Assist invalid	1
Dispatched & cancelled en route	17
No incident found on arrival at dispatch address	2
Special type of incident, other	1
<b>Total:</b>	<b>211</b>

AID GIVEN - MAY 2023	
Incident Type	Count
Building fire	1
EMS call, excluding vehicle accident with injury	5
Motor vehicle accident with injuries	2
Dispatched & cancelled en route	7
Special type of incident, other	1
<b>Total:</b>	<b>16</b>

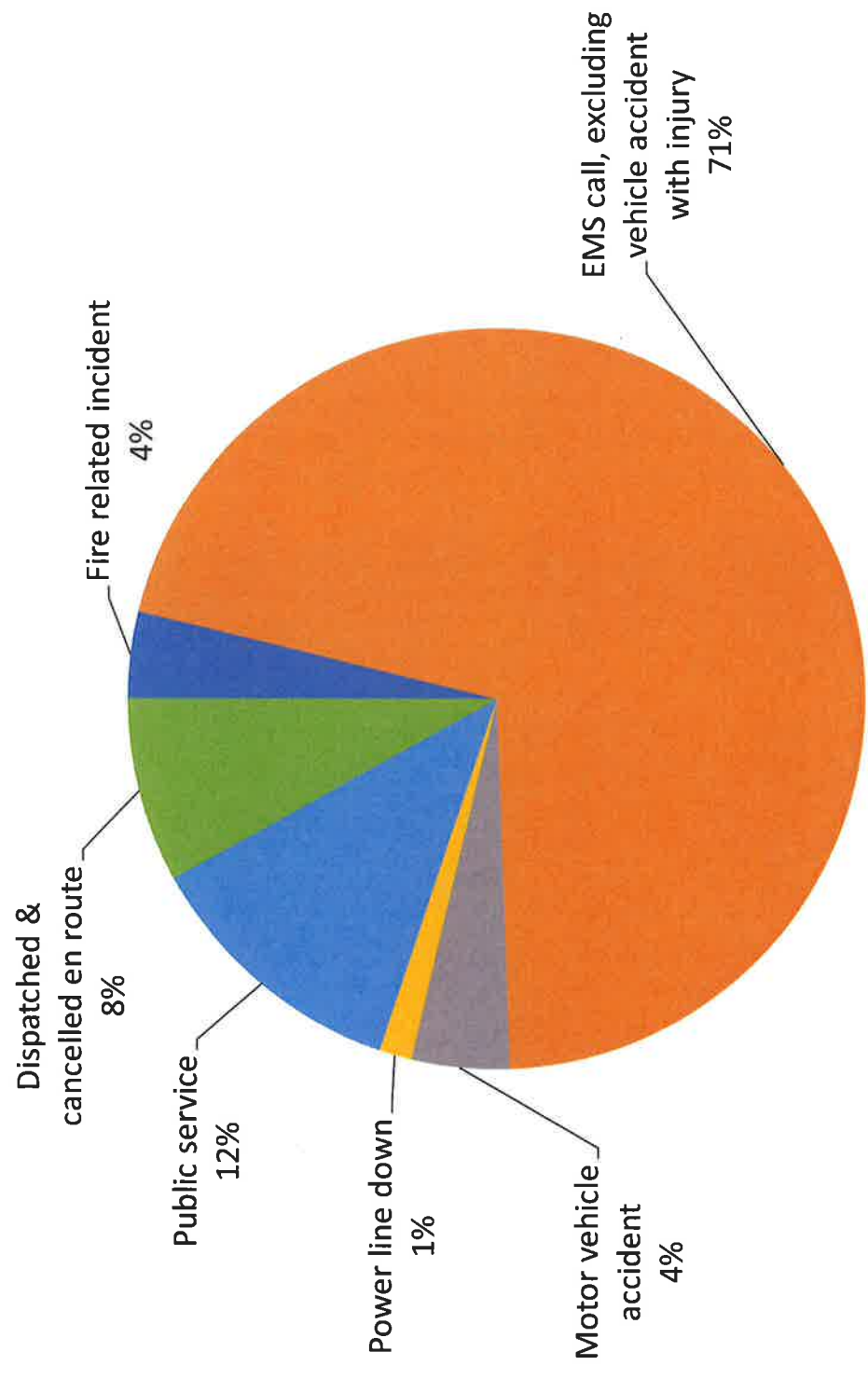
AID RECIEVED - MAY 2023	
Incident Type	Count
EMS call, excluding vehicle accident with injury	17
Motor vehicle accident with injuries	2
No incident found on arrival at dispatch address	1
<b>Total:</b>	<b>20</b>

TOTAL INCIDENTS YTD 2023	
Incident Type	Count
Building fire	8
Cooking fire, confined to container	1
Chimney or flue fire, confined to chimney or flue	2
Trash or rubbish fire, contained	2
Passenger vehicle fire	3
Brush or brush-and-grass mixture fire	2
Outside rubbish, trash or waste fire	1
Excessive heat, scorch burns with no ignition	1
Rescue, EMS incident, other	1
Emergency medical service, other	2
EMS call, excluding vehicle accident with injury	641
Motor vehicle accident with injuries	32
Motor vehicle accident with no injuries	7
Removal of victim(s) from stalled elevator	1
Hazardous condition, other	4
Gasoline or other flammable liquid spill	1
Gas leak (natural gas or LPG)	2
Carbon monoxide incident	1
Electrical wiring/equipment problem, other	1
Overheated motor	1
Power line down	42
Arcing, shorted electrical equipment	1
Person in distress, other	3
Lock-out	2
Public service assistance, other	7
Public service	82
Assist invalid	5
Dispatched & cancelled en route	141
No incident found on arrival at dispatch address	5
Smoke scare, odor of smoke	4
False alarm or false call, other	4
Municipal alarm system, malicious false alarm	1
CO detector activation due to malfunction	1
Smoke detector activation, no fire - unintentional	1
Alarm system activation, no fire - unintentional	8
Severe weather or natural disaster, other	2
Special type of incident, other	1
<b>Total:</b>	<b>1024</b>

YTD AID GIVEN - 2023	
Incident Type	Count
Building fire	4
Brush or brush-and-grass mixture fire	1
EMS call, excluding vehicle accident with injury	27
Motor vehicle accident with injuries	5
Public service	1
Dispatched & cancelled en route	50
Special type of incident, other	1
<b>Total:</b>	<b>89</b>

YTD AID RECIEVED - 2023	
Incident Type	Count
EMS call, excluding vehicle accident with injury	41
Motor vehicle accident with injuries	6
Motor vehicle accident with no injuries	1
Dispatched & Cancelled en route	5
False alarm or false call, other	1
Public Service	3
Smoke scare, odor of smoke	1
Building fire	1
No incident found on arrival at dispatch address	1
<b>Total:</b>	<b>60</b>

# May 2023 - Call Breakdown



D7(8)

LAKEPORT FIRE PROTECTION DISTRICT  
MONTHLY FLEET REPORT

UNIT #	MILEAGE		ENGINE HOURS		PUMP HOURS		LADDER HOURS		LAST SERVICE MONTH-YEAR	LAST SERVICE Miles/Hours	ELAPSED Miles/Hours
	MAY	MILES	MAY	HOURS	MAY	HOURS	MAY	HOURS			
E5011	19,016	1,421	1,443	121	61.39	2.01			Jul-22	552	891 hr.
T5011	19,985	19	2,385	7	128.6	0.70	710.9	3.9	Aug-21	19,100	885 mi.
E5012	no display		15,864	-	1,070.7	0.00			Nov-21	15,364	500 hr.
E5031	20,552	31	1,372	4	189.0	1.00			Apr-18	17,200	3352 mi.
E5021	31,202	1	3,124	1					Aug-22	3,111	13 hr.
M5011	108,394	2,674	5,999	143					Jul-22	91,719	16675 mi.
M5012	97,395	45	5,267	3					Jul-22	90,520	6875 mi.
E5211	49,761	104	4,456	4	1,324.0	1.00			Oct-22	4,260	196 hr.
WT5011	21,169	-							Jun-22	21,005	164 mi.
U5011	96,795	346							Sep-22	94,678	2117 mi.
C500		(62,447)							Oct-22	59,239	-59239 mi.
STATION 50 GENERATOR											
			532.2	-							
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								

D7(6)



D1 (d)



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### Opening Keynote:

**Seth Mattison**

*CEO and Founder of FutureSight Labs*

*The Heart of Leadership: The Secret & Science to  
Influencing & Leading During Transformation*



### SDRMA Keynote:

**Matthew Luhn**

*Formerly with Pixar, Story Artist,  
Creativity Expert & Author*

*Storytelling for Business*



<b>General Fund - 354</b>		<b>Final</b>	<b>5/31/2023</b>		<b>92%</b>	
<b>Account #</b>	<b>APPROPRIATIONS</b>	<b>Budget</b>	<b>This Month</b>	<b>YTD</b>	<b>% of Budget</b>	<b>Remaining \$</b>
01-11	Salaries - Permanent	1,082,000	88,962	914,448	85%	167,552
01-12	Extra Help	100,000	7,925	80,365	80%	19,635
01-13	Overtime - Holiday -	200,000	12,820	137,707	69%	62,293
02-21	Social Security - Medicare	20,000	1,651	16,329	82%	3,671
02-22	CalPERS	420,000	37,427	349,531	83%	70,469
03-30	Health/Life Insurance	425,000	31,279	383,060	90%	41,940
03-31	Unemployment Insurance	0	0	0	0%	0
03-45	Retiree Other Post Emp. Benefits	57,000	6,543	48,042	84%	8,958
04-00	Workers Compensation	66,000	0	65,485	99%	515
09-00	Payroll Clearing Account	0	46,462	102,482	n/a	-102,482
<b>Total Salaries and Benefits</b>		<b>2,370,000</b>	<b>233,069</b>	<b>2,097,449</b>	<b>88%</b>	<b>272,551</b>
11-00	Clothing & Personal Supplies	50,000	1,825	12,443	25%	37,557
12-00	Communications	100,000	685	60,462	60%	39,538
14-00	Household Expense	10,000	1,092	6,510	65%	3,490
15-10	Insurance - Prop., Auto and Eq.	24,500	0	24,291	99%	209
15-12	Insurance - Public Liability	64,500	0	64,444	100%	56
17-00	Maintenance - Equipment	120,000	2,589	79,282	66%	40,718
18-00	Maintenance - Buildings & Grounds	35,000	5,626	25,242	72%	9,758
19-40	Medical Supplies	55,000	2,623	43,038	78%	11,962
20-00	Memberships	10,000	0	8,894	89%	1,106
22-70	Office Supplies	10,000	913	9,383	94%	617
22-71	Postage	1,000	19	314	31%	686
22-72	Books & Periodicals	1,500	265	1,241	83%	259
23-80	Professional & Specialized Services	91,000	5,943	56,069	62%	34,931
24-00	Publications & Legal Notices	745	0	67	9%	678
25-00	Rents & Leases - Equipment	31,000	0	30,838	99%	162
26-00	Rents & Leases - Buildings	5	0	0	0%	5
27-00	Small Tools & Instruments	13,000	118	4,169	32%	8,831
28-30	Supplies & Services	64,000	12,804	23,923	37%	40,077
28-48	Ambulance Expenses	213,611	376	189,321	89%	24,290
29-50	Transportation & Travel	4,500	0	61	1%	4,439
30-00	Utilities	80,000	7,718	71,300	89%	8,700
42-10	Notes & Loans/P&I	61,000	0	60,713	100%	287
48-00	Taxes & Assessments	250	0	187	75%	63
61-60	Capital Bldgs & Improv. Prior	130,000	0	31,799	24%	98,201
62-71	Capital Equipment Office	5,000	2,560	2,560	51%	2,440
62-72	Capital Equipment Vehicle	0	0	0	0%	0
62-74	Capital Equipment Other	74,000	0	55,032	74%	18,968
90-91	Contingencies	0		0	0%	0
<b>Total Services, Supplies and Capital Expenses</b>		<b>1,249,611</b>	<b>45,155</b>	<b>861,580</b>	<b>69%</b>	<b>388,031</b>
<b>Total Fire Protection</b>		<b>3,619,611</b>	<b>278,223</b>	<b>2,959,029</b>	<b>82%</b>	<b>660,582</b>

<b>General Fund - 354</b>		<b>Final</b>	<b>5/31/23</b>		<b>92%</b>	
<b>Account #</b>	<b>REVENUES</b>	<b>Budget</b>	<b>This Month</b>	<b>YTD</b>	<b>% of Budget</b>	<b>Remaining</b>
10-10	Current Secured Taxes	973,000	10,440	955,173	98%	17,827
10-20	Current Unsecured Taxes	21,000	143	23,331	111%	(2,331)
10-25	Supplemental Roll Taxes - Current	12,000	8,998	15,770	131%	(3,770)
10-35	Supplemental Roll Taxes - Prior	3,000	0	4,089	136%	(1,089)
10-40	Prior Unsecured Taxes	1,100	306	838	76%	262
21-60	Permits	12,500	5,573	22,608	181%	(10,108)
42-01	Interest	2,000	0	11,318	566%	(9,318)
42-10	Rent - Finley Station	5,400	495	4,592	85%	808
54-60	Home Owners Prop. Tax Relief	9,000	0	4,360	48%	4,640
54-70/90	State Aid	25,000	0	0	0%	25,000
68-60	Ambulance Revenue	700,000	47,215	790,651	113%	(90,651)
69-29	Measure "M" Special Tax	1,275,000	312,925	1,254,352	98%	20,648
79-60	Sale of Fixed Assets	0	0	3,260	0%	(3,260)
79-90	Other/Miscellaneous Revenue	27,000	1,104	50,780	188%	(23,780)
79-91	Cancelled Checks	0		561	0%	(561)
79-93	Insurance Proceeds/Payments	0	60,000	60,000	0%	(60,000)
81-22	Operating Transfers In	180,000		0	0%	180,000
<b>Total Revenue</b>		<b>3,246,000</b>	<b>447,199</b>	<b>3,201,682</b>	<b>99%</b>	<b>44,318</b>
	Transfer from (-to) Fund Balance	373,611	(168,976)	(242,653)	n/a	
<b>Total Revenue/using reserves</b>		<b>3,619,611</b>	<b>278,223</b>	<b>2,959,029</b>	<b>82%</b>	
<b>Fund Balances</b>						
<b>Acct. #</b>	<b>General Fund - 354</b>					
	Unreserved Fund Balance	1,345,777	0	242,653		1,588,430
01-00	Reserves - General	20,000	0	0		20,000
02-00	Petty Cash	150	0	0		150
00-00	Unreserved - General - Designated	200,000	0	0		200,000
04-00	Unreserved - Designated - Equip.	900,000	0	(50,000)		850,000
06-00	Unreserved - Designated - Buildings	206,118	0	(130,000)		76,118
2500	Unreserved - Designated - Medical	200,000	0	(141,111)		58,889
<b>Total General Fund 354 Balance</b>		<b>2,872,045</b>	<b>0</b>	<b>(78,458)</b>		<b>2,793,587</b>
<b>Fire Mitigation Fund - 363</b>						
			<b>5/31/23</b>			
			<b>This Month</b>	<b>YTD</b>		
FY Beginning Fund Balance						<b>445,340</b>
42-01	Interest		0	2,884		2,884
66-15	Lake County Fire Mitigation		0	21,079		21,079
66-16	Lakeport City Fire Mitigation		0	8,479		8,479
<b>Total Fire Mitigation Fund 363 Balance</b>			<b>0</b>	<b>32,442</b>		<b>477,782</b>
<b>Wells Fargo Checking Account</b>		<b>5/31/23</b>				
	Ambulance & Online Payments	\$ 65,018				
<b>Savings Bank of Mendocino Checking</b>		<b>5/31/23</b>				
	ADP Payroll & CalPERS	\$ 141,482				



# LAKEPORT FIRE PROTECTION DISTRICT

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



Date: June 9, 2023  
To: Board of Directors  
From: Patrick Reitz, Fire Chief  
Subject: **Proposed Resolution 22/23-07 re USDA Grant for Strategic Master Plan**

## Recommendation

1. Move to pass Resolution 22/23-07, a resolution authorizing the District to submit a grant application to the United State Department of Agriculture (USDA) to fund the creation of a strategic master plan and showing the Board’s support by pledging up to 20% of the grant in matching funds.

## Background

The Board has previously tasked the Fire Chief to find a consultant to help the District create a long-term strategic master plan. This plan would, amongst other things, address the District’s long-term needs regarding capital equipment, capital facilities, staffing, training, succession planning and community engagement. Chief Reitz has identified Emergency Services Consulting, Inc. (“ESCI”) as the best firm to partner with to create this plan.

In an effort to offset the costs associated with engaging ECSI, the Board directed staff to apply for a Technical Assistance and Training Grant from the USDA in the amount of \$50,000. The attached resolution not only authorizes staff to submit the grant application to the USDA, but it also reflects the board’s support to pledge up to 20% of the grant in matching funds.

**LAKEPORT FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS  
RESOLUTION 22/23-07**

**A RESOLUTION AUTHORIZING APPLICATION TO THE UNITED STATES  
DEPARTMENT OF AGRICULTURE (USDA) FOR A GRANT TO FUND THE CREATION OF  
A STRATEGIC MASTER PLAN AND APPROVING A 20% GRANT MATCH TO BE MADE  
BY THE DISTRICT**

**WHEREAS**, the Lakeport Fire Protection District (DISTRICT) Board of Directors, (BOARD), County of Lake, State of California, is a duly authorized and existing Public Entity under the laws of the State; and,

**WHEREAS**, the BOARD agrees to apply for a Community Facilities Technical Assistance and Training Grant from the United States Department of Agriculture (USDA) to finance the creation of a Strategic Master Plan; and,

**WHEREAS**, the Board of Directors wishes to show its support of the project by pledging a grant match of 20% toward the project, in the event a grant is awarded;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the DISTRICT does hereby authorize the Fire Chief and Board Clerk to sign all documents related to the USDA Community Facilities Technical Assistance and Training Grant.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of the Lakeport Fire Protection District at a legally noticed meeting thereof held on the 13th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

LAKEPORT FIRE PROTECTION DISTRICT

\_\_\_\_\_  
William Gabe  
CHAIR, Board of Directors

ATTEST: \_\_\_\_\_  
Ray Lavelle  
Board Clerk



# LAKEPORT FIRE PROTECTION DISTRICT

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



Date: June 9, 2023  
To: Board of Directors  
From: Patrick Reitz, Fire Chief  
Subject: **July 1, 2022 GASB75 Valuation of the District's Other PostEmployment Benefits (OPEB) Plan**

## Recommendation

1. Accept the July 1, 2022 valuation report, dated May 23, 2023, of the District's Other PostEmployment Benefits (OPEB) plan, produced by Actuarial Retirement Consulting.

## Background

Government Accounting Standards Board (GASB) Statement 75 requires a valuation of the District's Other PostEmployment Benefits (OPEB) plan at least once every 2 years. Actuarial Retirement Consulting has been producing this report for the District for several years. Attached is the report for your review.



## Actuarial Retirement Consulting

May 23, 2023

Ray Lavelle  
Admin/Finance  
Lakeport Fire Protection District  
445 N Main St  
Lakeport, CA 95453

Re: July 1, 2022 GASB 75 Valuation for the Lakeport Fire Protection District

This report sets forth the results of our GASB 75 actuarial valuation of the Lakeport Fire Protection District (District)'s other postemployment benefits (OPEB) plan as of July 1, 2022. Governmental Accounting Standards Board (GASB) Statement No. 75 requires an actuarial valuation of OPEB liabilities at least once every two years. This report may be compared with the valuation performed by Actuarial Retirement Consulting as of July 1, 2020, to see how the liabilities have changed since the last valuation.

Under GASB 75, actuarial valuations may be rolled forward, up to a reporting date of 30 months and 1 day following the valuation date, to produce note disclosures and required supplementary information for each fiscal year end. Separate GASB 75 disclosure reports will be provided annually.

The results set forth in this report are based on census, benefit provisions, employee agreements, premiums, contributions, and trust documents, if applicable, provided by the District. Certain assumptions were made regarding rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. A complete list of the actuarial assumptions used in this valuation, as well as a glossary of terms, can be found at the end of the report.

We appreciate the opportunity to work on this report with the District. We are available to answer any questions the District or its auditors may have regarding this report.

Sincerely,

A handwritten signature in cursive script that reads "Molly McGee".

Molly McGee, ASA, EA, FCA, MAAA  
Consulting Actuary

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**Lakeport Fire Protection District  
GASB 75 Actuarial Valuation  
as of July 1, 2022**

**Executive Summary**

This report presents the results of the District's July 1, 2022 actuarial valuation of the OPEB plan. Actuarial valuations determine, as of a valuation date, certain actuarial measurements that assess an employer's financial liability and annual costs.

Results of an actuarial valuation reflect plan census, benefit provisions, premium rates, decrement assumptions, discount rate, and assets, if applicable, as of the valuation date. Future valuation results may differ significantly to the extent that actual plan experience differs from the expected plan experience detailed in this report. Future results are also dependent on any change to the discount rate and actual experience of plan assets, if applicable.

The District's prior actuarial valuation was dated July 1, 2020 and the total OPEB liability at 2.45% was \$1,608,377. The District's current July 1, 2022 valuation has a discount rate of 3.69% and a total OPEB liability of \$1,935,580.

This valuation includes benefits for 10 retirees and 13 active employees who may become eligible to retire and receive benefits in the future. It excludes employees hired after the valuation date.

The District's net OPEB liability as of July 1, 2022 is:

Discount rate	3.69%
Total OPEB liability	\$1,935,580
Plan fiduciary net position	\$0
Net OPEB liability	<u>\$1,935,580</u>

Plan fiduciary net position as a percentage of the total OPEB liability 0.00 %

The total OPEB liability includes both explicit and implicit subsidies. The explicit subsidy includes any employer paid benefits for retirees. Explicit subsidies can include, but are not limited to, payments towards medical, dental and vision coverage. The implicit subsidy values the difference between the expected retiree claims and the actual premium charged for retiree coverage.

The District's total OPEB liability in this valuation reflects the value of an explicit subsidy liability equal to \$1,451,260 and an implicit subsidy liability equal to \$484,320.

The results of this actuarial valuation are intended to be used for the District's June 30, 2023 and June 30, 2024 disclosure reports. The next actuarial valuation is scheduled to be completed as of July 1, 2024. An updated actuarial valuation may need to be completed at an earlier date if the District experiences any significant changes to plan census, benefit provisions, or funding strategy. We are available to discuss any changes to determine the significance and, if needed, any adjustments to future reporting dates.



**Lakeport Fire Protection District  
 GASB 75 Actuarial Valuation  
 as of July 1, 2022**

**Changes Since the Prior Valuation**

The District's most recent prior valuation was completed as of July 1, 2020 and the total OPEB liability, at 2.45%, was \$1,608,377. The District's July 1, 2022 total OPEB liability, at 3.69%, is \$1,935,580.

Several factors can cause the total OPEB liability to change over time. Liabilities often increase as employees accrue more service and get closer to receiving benefits. Liabilities can decrease as benefits are paid out. Other factors include changes in the plan census (including actual versus expected termination, retirement, and mortality), changes in healthcare costs, and changes (updates) to the actuarial assumptions and methodology for the current valuation.

The changes from July 1, 2020 to July 1, 2022 are as follows:

Total OPEB Liability as of July 1, 2020	<u>\$1,608,377</u>
Changes due to plan experience	
Passage of time	256,156
Change in census - terminations, retirements, and mortality experience different than expected	281,222
Change in premium rates - healthcare premiums different than expected	(80,263)
Changes due to assumptions or other inputs	
Change in trend rate - update to assumed future medical trend	93,147
Change in withdrawal - update to assumed future withdrawal	107,816
Change in mortality - update to assumed future mortality	38,721
Change in discount rate – 2.45% to 3.69%	<u>(369,596)</u>
Total OPEB Liability as of July 1, 2022	<u>\$1,935,580</u>



**Results**

**Discount Rate**

GASB 75 requires a discount rate that reflects the long-term expected rate of return on OPEB plan investments (if any) and a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

To determine the discount rate, the amount of the plan's projected fiduciary net position (if any) and the amount of projected benefit payments are compared in each future period.

At July 1, 2022, the District does not have an irrevocable trust account for prefunding OPEB liabilities. The discount rate used is 3.69%, equal to the Fidelity GO AA 20-year municipal index.

**Liability Measurements**

The present value of projected benefit payments for the District's current and future retirees is \$5,127,107 as of July 1, 2022. If the District were to place this amount in a fund earning interest at the rate of 3.69% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits to the current closed group of employees covered by benefit terms.

When the present value of projected benefit payments is allocated into past service and future service components under the Entry Age, Level Percent of Pay Cost Method, the total OPEB liability is \$1,935,580 as of July 1, 2022. This represents the present value of all benefits accrued through the valuation date if each employee's liability is expensed from hire date until retirement date as a level percentage of pay.

The service cost is the portion of the present value of all benefits expected to be paid that are attributed to the current valuation year.

These liability measurements could be visually represented as follows:

<b>Present value of projected benefit payments</b>		
<b>Total OPEB liability</b>	<b>Service Cost</b>	<b>Future service costs</b>



**Lakeport Fire Protection District  
GASB 75 Actuarial Valuation  
as of July 1, 2022**

**Results (cont.)**

**Valuation Results**

Valuation date	July 1, 2022
Discount rate	3.69%
Employees covered by benefit terms	
Actives	13
Retirees	10
Total	<u>23</u>
Present value of projected benefit payments	
Actives	\$4,007,905
Retirees	1,119,202
Total	<u>\$5,127,107</u>
Total OPEB liability (actuarial accrued liability)	
Actives	\$816,378
Retirees	1,119,202
Total	<u>\$1,935,580</u>
OPEB plan fiduciary net position	<u>\$0</u>
Net OPEB liability (unfunded actuarial accrued liability)	<u>\$1,935,580</u>
Service Cost (beginning of year)	\$176,867

**Sensitivity of the net OPEB liability**

The change in net OPEB liability, if the District used a discount rate that is 1-percentage point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (2.69%)	Discount Rate (3.69%)	1% Increase (4.69%)
Net OPEB liability (asset)	<u>\$2,225,835</u>	<u>\$1,935,580</u>	<u>\$1,698,745</u>

The change in net OPEB liability, if the District used healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease (4.20% current, 3.00% ultimate, 3.00% Medicare)	Trend Rate (5.20% current, 4.00% ultimate, 4.00% Medicare)	1% Increase (6.20% current, 5.00% ultimate, 5.00% Medicare)
Net OPEB liability (asset)	<u>\$1,657,734</u>	<u>\$1,935,580</u>	<u>\$2,292,125</u>



**Lakeport Fire Protection District  
 GASB 75 Actuarial Valuation  
 as of July 1, 2022**

**Actuarially Determined Contribution**

An actuarially determined contribution is a potential payment to the plan determined using a contribution allocation procedure. It is not a required contribution, but a measurement commonly used to prefund OPEB benefits. The components of the actuarially determined contribution are an amortization of the net OPEB liability, using a 30-year amortization as a level percentage of pay, the service cost at the beginning of the year, and the interest amount to the end of the year.

Discount Rate	<u>3.69%</u>
Actuarially Determined Contribution (2022-23)	
Amortization of Net OPEB Liability	\$72,257
Service Cost (beginning of year)	176,867
Interest	<u>9,193</u>
Total	<u>\$258,317</u>
Actuarially Determined Contribution (2023-24)	
Amortization of Net OPEB Liability	74,425
Service Cost (beginning of year)	182,173
Interest	<u>9,468</u>
Total	<u>\$266,066</u>



**Lakeport Fire Protection District  
GASB 75 Actuarial Valuation  
as of July 1, 2022**

**Projected Benefits**

The following projection of future benefit payments shows expected explicit subsidy and implicit subsidy amounts separately.

An implicit subsidy is valued when claims costs for retirees are expected to be higher than the premium charged, due to a pooled environment. If an employer provides retired employees with the option to participate in the same health insurance pool as active employees, the premiums paid for coverage of active employees are higher than what the premiums would be if the active employees were rated separately.

<b>Year Beginning</b>	<b>Explicit Subsidy (pay-as-you-go)</b>	<b>Implicit Subsidy</b>	<b>Total</b>
2022	\$58,368	\$28,884	\$87,252
2023	60,177	33,327	93,504
2024	59,586	38,301	97,887
2025	57,861	29,634	87,495
2026	55,700	7,241	62,941
2027	57,391	8,593	65,984
2028	59,584	10,440	70,024
2029	54,535	12,566	67,101
2030	58,855	15,308	74,163
2031	61,751	18,661	80,412
2032	66,056	23,647	89,703
2033	73,125	35,166	108,291
2034	77,060	30,848	107,908
2035	87,616	45,756	133,372
2036	97,357	61,296	158,653
2037	101,286	48,733	150,019
2038	113,140	63,551	176,691
2039	127,149	81,254	208,403
2040	138,887	102,347	241,234
2041	153,615	127,019	280,634
2042	161,396	108,748	270,144
2043	175,099	91,488	266,587
2044	197,224	117,038	314,262
2045	200,982	145,865	346,847
2046	212,964	179,103	392,067
2047	215,667	156,435	372,102
2048	236,727	191,112	427,839
2049	249,289	230,633	479,922
2050	251,524	206,382	457,906
2055	275,940	183,362	459,302
2060	246,815	150,732	397,547
2065	196,225	0	196,225
2070	190,364	0	190,364
2075	185,316	0	185,316



**Lakeport Fire Protection District  
GASB 75 Actuarial Valuation  
as of July 1, 2022**

**Fiscal Year End Disclosure Report Tie In**

The schedule of changes in the net OPEB liability shown below is consistent with the District's June 30, 2022 disclosure report.

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) – (b)
<b>Balances at June 30, 2021</b>	\$1,875,734	\$0	\$1,875,734
<b>Changes for the year:</b>			
Service cost	176,316		176,316
Interest	38,704		38,704
Changes of benefit terms	0		0
Difference between expected and actual experience	0		0
Changes in assumptions or other inputs	(452,489)		(452,489)
Contributions – employer		72,736	(72,736)
Net investment income		0	0
Benefit payments	(72,736)	(72,736)	0
Administrative expenses		0	0
<b>Net changes</b>	(310,205)	0	(310,205)
<b>Balances at June 30, 2022</b>	\$1,565,529	\$0	\$1,565,529
Changes of benefit terms	0		0
Difference between expected and actual experience	179,478		179,478
Changes in assumptions or other inputs	190,573		190,573
Net difference between projected and actual earnings on OPEB plan investments		0	0
<b>Net changes</b>	\$370,051	0	\$370,051
<b>Balances at July 1, 2022</b>	\$1,935,580	\$0	\$1,935,580

The deferred inflows and outflows of resources established as of July 1, 2022 will be first recognized in the District's disclosure report for the reporting fiscal year ending June 30, 2023.



**Lakeport Fire Protection District  
GASB 75 Actuarial Valuation  
as of July 1, 2022**

**Actuarial Certification**

The results presented in this report are based on our actuarial valuation of the OPEB plan of the Lakeport Fire Protection District (District) as of July 1, 2022. The valuation was performed in accordance with generally accepted actuarial principles and practices. The actuarial assumptions and methodologies used in these calculations are believed to be reasonable under the requirements set forth in GASB 75 and the Actuarial Standards of Practice (ASOP).

Supporting documentation provided by the District was relied upon without audit. This information includes, but is not limited to, census data, premiums, OPEB plan provisions, contributions, payroll, and any applicable asset statements. The data was reviewed in accordance with ASOP 23. The valuation results, and subsequent disclosure information, depend on the integrity of the provided information.

The results in this report were calculated with the assistance of ProVal actuarial valuation software. The model was developed in 1994 and is maintained by Winklevoss Technologies (WinTech). Through ProVal, WinTech provides valuation and projection software for both pension and other postemployment benefit plans. We utilize ProVal in accordance with its intended purpose and have not identified any material inconsistencies in the ProVal assumptions or outputs that would affect this valuation.

The undersigned actuary is a member of the American Academy of Actuaries and meets the qualification standards to render the actuarial opinion contained in this report.

Certified by:



Molly McGee, ASA, EA, FCA, MAAA  
Consulting Actuary



**Lakeport Fire Protection District  
 GASB 75 Actuarial Valuation  
 as of July 1, 2022**

**Plan Provisions**

**Plan Description**

The District provides health benefits for employees, retirees, and qualified dependents through the Teamsters Local Union No. 856 Health and Welfare Fund and the health plans of the City of Lakeport. One retiree and two surviving spouses are receiving lifetime medical benefits under the City of Lakeport's health plans. The District reimburses the City 50% of the cost for these three individuals. The plan is a single-employer plan.

**Benefits Provided**

District retirees are eligible for lifetime medical benefits with optional continuing coverage to surviving spouses. Coverage will be provided through the Teamsters Major Medical Plan. This plan is funded 92.5% by the District and 7.5% by employee contributions. Retirees are required to pay monthly dollar amounts that vary by age, year of retirement, and Medicare eligibility. These retiree premiums are paid for in whole or in part by the District, giving rise to a retiree health benefit under GASB 75.

Bargaining Unit Members hired before June 30, 1998 have their retiree premiums paid in full by the District. The current Fire Chief is included in this group. Bargaining Unit Members hired after June 30, 1998 have their retiree premiums paid by the District in accordance with the following formula:

- 40% after 12 years of continual service
- 60% after 15 years of continual service
- 80% after 18 years of continual service
- 100% after 21 years of continual service

The District's Administrative Assistant is covered under the above formula.

The following monthly premium rates were effective July 1, 2022:

<u>District Plan</u>	<u>Premium</u>
Under age 60, no Medicare	\$644.00
Over age 60, no Medicare	462.00
Over age 60, with Medicare	221.00
<u>City Plan</u>	<u>Premium</u>
Over age 65	\$442.00



**Lakeport Fire Protection District  
 GASB 75 Actuarial Valuation  
 as of July 1, 2022**

**Census Data**

The following table shows the age distribution of retirees included in the valuation:

Age	Total
Under 55	1
55-59	0
60-64	2
65-69	3
70-74	2
75-79	1
80-84	0
85+	1
All Ages	10

Average Age: 69.0

The following table shows the age and service distribution of active employees included in the valuation:

Age	Years of Service								Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+	
<25	1	0	0	0	0	0	0	0	1
25-29	2	0	0	0	0	0	0	0	2
30-34	2	0	0	0	0	0	0	0	2
35-39	2	1	0	1	0	0	0	0	4
40-44	1	0	0	0	1	0	0	0	2
45-49	0	0	0	0	0	0	0	0	0
50-54	1	0	0	0	0	0	0	0	1
55-59	1	0	0	0	0	0	0	0	1
60-64	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0
All Ages	10	1	0	1	1	0	0	0	13

Average Age: 37.2

Average Service: 4.9



**Lakeport Fire Protection District  
 GASB 75 Actuarial Valuation  
 as of July 1, 2022**

**Assumptions**

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date: July 1, 2022

Actuarial Cost Method: Entry Age, Level Percent of Pay

Discount Rate: 3.69%

Salary Increases: 3.00%

Inflation Rate: 2.50%

Withdrawal:

CalPERS Miscellaneous: CalPERS Public Agency Miscellaneous (2021 CalPERS Experience Study)  
 Sample Rates:

Service	Male Entry Age			Female Entry Age		
	20	30	40	20	30	40
0	18.5%	16.3%	14.9%	19.4%	18.2%	17.3%
5	4.6	3.6	2.6	5.5	4.6	3.5
10	1.1	0.8	0.5	1.3	1.1	0.7
15	0.0	0.0	0.0	0.0	0.0	0.0

CalPERS Safety: CalPERS Public Agency Safety (2021 CalPERS Experience Study)  
 Sample Rates:

Service	Males	Females
0	11.6%	14.3%
5	2.0	2.9
10	0.5	0.6
15	0.3	0.4
20	0.2	0.2
25	0.1	0.1
30	0.1	0.0
35	0.0	0.0

Pre-retirement Mortality:

CalPERS Miscellaneous: CalPERS Public Agency Miscellaneous and Schools Pre-Retirement  
 Mortality, with fully generational mortality improvement using 80% of MP-  
 2020 (2021 CalPERS Experience Study)

CalPERS Safety: CalPERS Public Agency Safety Pre-retirement Mortality with fully  
 generational mortality improvement using 80% of MP-2020 (2021 CalPERS  
 Experience Study)



**Lakeport Fire Protection District  
GASB 75 Actuarial Valuation  
as of July 1, 2022**

**Assumptions (cont.)**

Post-retirement Mortality:

CalPERS: CalPERS Public Agency Post-Retirement Mortality with fully generational mortality improvement using 80% of MP-2020 (2021 CalPERS Experience Study)

Retirement:

<u>Age</u>	<u>Rate</u>
50	10%
51	11%
52	12%
53	15%
54	18%
55	22%
56	25%
57	28%
58	30%
59	35%
60	40%
61	45%
62	50%
63	50%
64	50%
65	100%

Medical Claim Cost:

Annual Per Retiree or Spouse

<u>Age</u>	<u>Medical</u>
50	\$9,504
55	12,432
60	15,888
64	19,296
65	2,592
70	2,484
75	2,652

Medical Trend:

Sample Rates:

<u>Year</u>	<u>Pre-Medicare</u>	<u>Medicare</u>
2021 – 2034	5.20%	4.00%
2035 – 2049	5.00%	4.00%
2050 – 2064	4.50%	4.00%
2065 +	4.00%	4.00%

Percent Electing Coverage:

100%

Spouse Coverage:

Future retirees: 60%  
Current retirees: Actual dependent data used.  
Female spouses are assumed to be three years younger than male spouses.



## Glossary

The following definitions are a selection of terms used throughout the report. A more extensive list of terms can be found in the glossary section of Statement No. 75 of the Governmental Accounting Standards Board. The definitions are intended to provide clarity in relation to how they are used in GASB 75. They are organized in the order they appear in this report.

### **Other postemployment benefits (OPEB)**

Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

### **Actuarial present value of projected benefit payments**

Projected benefit payments discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment.

### **Total OPEB liability**

The portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service.

### **Service costs**

The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

### **Actuarially determined contribution**

A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in conformity with Actuarial Standards of Practice based on the most recent measurement available when the contribution for the reporting period was adopted.

### **Projected benefit payments**

All benefits (including refunds of employee contributions) estimated to be payable through the OPEB plan to current active and inactive employees as a result of their past service and their expected future service.

### **Explicit Subsidy (pay-as-you-go)**

The explicit subsidy includes any employer benefits paid subsequent to the termination of employment. Explicit subsidies can include, but are not limited to, payments towards medical, dental and vision coverage.

### **Implicit Subsidy**

The implicit subsidy values the difference between the expected retiree claims and the actual premium charged for retiree coverage.

### **Healthcare cost trend rates**

The rates of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.





# LAKEPORT FIRE PROTECTION DISTRICT

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



Date: June 9, 2023

To: Board of Directors

From: Patrick Reitz, Fire Chief

Subject: **Possible Contract with Lake County Fire Protection District for Arson Investigation services**

## **Recommendation**

1. Authorize the Fire Chief to enter into a contract with Lake County Fire Protection District for Arson Investigation services

## **Background**

There was a possibility that a recent fire may have been the result of arson. That turned out to not be the case, however it highlighted the District's lack of expertise and resources when it comes to pursuing an arson investigation.

The Lake County Fire Protection District (LCFPD) has the expertise and resources to investigate potential arson fires and I am requesting authorization to enter into a contract with them for arson investigation services. Having a contract in place will allow the District to engage LCFPD's arson investigation services immediately, should the need arise.

## **FIRE INVESTIGATION SERVICES AGREEMENT**

Between Lake County Fire Protection District and Lakeport Fire Protection District

This Agreement is entered into on and dated on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Lake County Fire Protection District, herein referred to as (DISTRICT), and Lakeport Fire Protection District, herein referred to as (LFPD).

### **SCOPE OF WORK:**

LFPD contracts with DISTRICT to provide fire investigation services. LFPD agrees to pay all fees and costs hereinafter incurred as a result of the fire investigation services. As such, LFPD agrees that DISTRICT is empowered to perform said services for and on behalf of LFPD, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of LFPD. The parties hereby agree that the following investigation services have been requested by LFPD under this Agreement and will be provided by DISTRICT, but that the manner in which the following investigation services are conducted shall be left to the sole discretion of the DISTRICT.

### **SUMMARY OF FIRE INVESTIGATION SERVICES:**

DISTRICT agrees to provide fire investigation services at such times and places in which the LFPD may request and are reasonably accommodating for the DISTRICT.

Investigation services may include, but are not limited to: conducting interviews of suspects, victims and witnesses; sifting through fire debris to determine the origin of the fire; identifying possible ignition sources; collecting and preserving physical evidence; documenting the fire scene with sketches and photographs; preparing search warrants; preparing criminal fire offense cases for submittal to the District Attorney's Office; giving expert witness testimony and presenting evidence in court; and instructing fire and police personnel on fire and arson investigation procedures.

### **RATES AND EXPENSES:**

All services and supplies rendered shall be chargeable to LFPD.

Personnel – billed at the current California Fire Assistance Agreement (CFAA) rates at the investigator's current rank. Hours will be billed in quarter hour increments.

DISTRICT vehicles – billed at the current CFAA daily rates for the relevant vehicle used.

POV vehicle – billed at the current GSA mileage rate.

Travel costs – reimbursed at actual cost.

Depositions and court appearances - billed at the current CFAA rates at the investigator's current rank and any related travel costs. A minimum of 8 hours a day will be billed for court appearances and 4 hours a day for depositions. Depositions taken by adverse counsel are generally considered to be the responsibility of counsel calling for the deposition, but LFPD agrees to cover any legitimate deposition fees or costs in the event that adverse counsel fails to pay. DISTRICT will make all reasonable efforts to obtain its fees from adverse counsel, but cannot guarantee that scheduled depositions will be given if fee arrangements are not fully agreed to in advance. LFPD agrees to pay even in the event that one or more counsel chooses to characterize the investigator as a "fact witness."

Outside lab/testing services – Outside lab/testing services will only be performed with the approval of LFPD. LFPD agrees to pay for any associated costs for the services rendered.

Outside technical support services – Outside technical support services include, but are not limited to, electrical and mechanical engineers. Outside technical support services will only be obtained with the approval of LFPD. LFPD agrees to pay for any associated costs for the services rendered.

Evidence storage – Investigations which require more storage for evidence than what the DISTRICT can accommodate, the DISTRICT may rent additional storage space with the approval of LFPD. Such storage would be for the duration of the required evidence retention, which could be for months or years depending on the complexity of the incident and legal proceedings. LFPD agrees to pay for any associated costs for the additional evidence storage.

LFPD further agrees that the following provisions shall also apply to all fees due from LFPD under this agreement:

1. The services provided will be billed by invoice and due within 30 days upon receipt of said invoice. LFPD forfeits all rights to reports, evidence, photographs, video, information and other related items if invoices are not paid within terms.
2. All outstanding fees are due immediately at the completion of each assignment, or upon either the LFPD or DISTRICT's determination that no further action can be taken to complete this assignment.
3. On all assignments, which are expected to last longer than 7 days, that portion of the work that has been completed will be billed weekly and payment will be due upon receipt of the invoice.
4. DISTRICT reserves the right to require payment in advance for excessive investigative expenses.

**USE OF SUBCONTRACT AND/OR ADDITIONAL INVESTIGATORS:**

If DISTRICT determines that the use of subcontractors is necessary, with approval of LFPD, DISTRICT may immediately engage one or more additional investigator(s), at the agreed upon rate and billed in addition to the hourly investigator rate, (within the authorized budget) which LFPD hereby AGREES to pay in the course of any assignment where DISTRICT determines that one or more additional investigator(s) is needed immediately, such as when a separate investigator is needed to initiate an undercover inquiry, or the subject of our investigation leads the DISTRICT to an unusually difficult setting, such as downtown office buildings, airport, public amusement / entertainment / sporting events, etc.

**ENGAGEMENT FOR SERVICES:**

LFPD must request fire investigation services on a per incident basis. LFPD must have conducted a cause and origin investigation and have identified one or more of the following: fatality, an incendiary device, suspicious circumstances, or a high dollar loss. All requests shall be made by the LFPD Fire Chief or authorized Company Officer to the DISTRICT Fire Chief or Shift Supervisor. At the approval by the DISTRICT Fire Chief or Shift Supervisor, the appropriate DISTRICT fire investigation staff shall be dispatched.

**LFPD INTERFERENCE:**

LFPD acknowledges that any interference in this investigation by LFPD or by LFPD's friends, relatives, agents, or employees will jeopardize the ability of DISTRICT to provide the services promised under this agreement. LFPD further acknowledges that interference includes, but is not limited to calling the DISTRICT and/or employees and contractors while they are trying to perform investigative duties and/or surveillance, asking to ride along on surveillances, driving past locations under surveillance, and/or visiting locations near the location under surveillance.

LFPD agrees not to interfere in any manner whatsoever, or instruct or cause anyone else to interfere, directly or indirectly, while DISTRICT is in the course of this investigation. LFPD understands and agrees that in the event anyone other than DISTRICT participates in this investigation, DISTRICT will immediately terminate all activity in this assignment and LFPD will be responsible to pay for all services and expenses rendered up to that point.

**REPORTS:**

DISTRICT will generate a written report of the investigation in a timely manner at the completion of the investigation given the LFPD's account is not in arrears. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, DISTRICT will not be responsible for information contained within database reports which DISTRICT has no control over the content. Reports may also include photographs and video tape. LFPD understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken from long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable. DISTRICT will proceed with due diligence to obtain quality video and/or pictures that can be obtained given the circumstances without placing the investigator in any physical harm, unsafe position, or violating privacy statutes. Therefore, LFPD understands that DISTRICT fees are not contingent upon the acquisition of any photos or video. No "Audio" recordings will be made relative to surveillance tapes. Original videotapes and/or negatives will not be released to LFPD, but will remain the property of DISTRICT until such time as required to be surrendered in court as evidence. Copies for the purpose of the LFPD's review will be made at the LFPD's request and expense upon completion of the fire investigation.

Original notes or documents considered "work product" will not be released and remain the property of DISTRICT. Only the written final report is released to the LFPD. DISTRICT RESERVES THE RIGHT TO WITHHOLD ANY AND ALL REPORTS AND/OR EVIDENCE PENDING PAYMENT IN FULL. Original videotapes and/or negatives will not be released to LFPD, but will remain the property of DISTRICT until such time as surrendered in court as evidence. Copies for the purpose of the LFPD's review will be made at the LFPD's request and expense at the completion of the fire investigation.

**ACCURACY OF INFORMATION SOURCES:**

Database search reports are performed strictly by the information provided on the subject by the LFPD. Any error in spelling, format or sequence of letters, words or numbers can result in wrong information on the subject. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data. DISTRICT cannot be held liable for inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by DISTRICT; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly recommended that any information gathered be cross-referenced with "Original Source" information.

**RESPONSIBLE USE OF INFORMATION:**

DISTRICT is NOT a consumer reporting DISTRICT. DISTRICT promotes the responsible use of the information that it provides, and reserves the right to withhold information for which DISTRICT deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of DISTRICT. The LFPD is responsible to safeguard the information provided from unauthorized third-party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the LFPD and their representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information.

Furthermore, the LFPD affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

**LFPD MISREPRESENTATION:**

LFPD attests that he/she/it has not misrepresented himself/herself/itself, the company, organization or purpose for requesting the services that DISTRICT provides. LFPD understands that misrepresentation in this agreement, in DISTRICT's sole opinion, may result in civil and criminal action against the LFPD and/or the organization as well as any and all monies paid to be forfeited. DISTRICT reserves the right to refuse service to the LFPD for any issue of security, safety, unlawful, unethical or immoral reasons. LFPD further represents that the information provided by the DISTRICT shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. LFPD agrees to and shall indemnify and save harmless the DISTRICT, its employees and agent(s) from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to LFPD. This also includes any civil or criminal actions, claims, third party claims, lawsuits, disciplinary actions, or any losses alleged to be caused by the DISTRICT resulting from any activity performed by either LFPD or DISTRICT, except for illegal acts or negligence on the part of the DISTRICT, investigators and/or its employees.

**MUTUAL HOLD HARMLESS:**

Each Party shall hold harmless, and indemnify the other Party and its Directors, investigators and/or employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

**CONFIDENTIALITY:**

All investigative findings furnished to LFPD are exclusively for LFPD'S own use. LFPD agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know, and/or authorized by law. LFPD will hold DISTRICT harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with arising out of claims based on investigative findings provided to LFPD, and for which LFPD fails to keep strictly confidential. DISTRICT will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by the LFPD, or court ordered.

**DISCLAIMER:**

LFPD expressly acknowledges that DISTRICT'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. **DISTRICT MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION.** No illegal or unethical services will be knowingly provided by DISTRICT and LFPD certifies that he/she/it is not knowingly requesting any illegal services. DISTRICT reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or

unethical or in DISTRICT's sole opinion detrimental to DISTRICT. DISTRICT will perform services in compliance with all state and federal laws, regulations and best practices. **LFPD UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE LFPD.**

**GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of California. LFPD hereby agrees that in the event of any litigation regarding fees owed to DISTRICT, that jurisdiction and venue shall be in Lake County, California.

This being the entire Agreement of both parties is expressed in this document and no verbal understandings, agreements or other documents shall alter, modify or change the terms of this contract. LFPD agrees that DISTRICT may assign this agreement to a sub-contractor in part or whole to complete this assignment with LFPD approval, but at all times, DISTRICT will continue to meet the terms and conditions of this agreement.

This agreement is binding for the benefit of and upon the parties hereto. LFPD has had the opportunity to read this Agreement in full and the option to have it reviewed by an attorney. Having no unanswered questions, LFPD hereby authorizes this agreement and agrees to all the terms and conditions listed herein. By signing this Agreement, LFPD understands that knowingly supplying false or misleading information may result in an investigation being rejected and/or terminated along with this agreement. LFPD will forfeit any and all funds that may have been paid to DISTRICT pertaining to the investigation if any information is discovered to be false, misleading, or compromising the ethical and/or legal obligations of DISTRICT in the sole opinion of DISTRICT.

**INDEPENDENT CONSULTANT:**

DISTRICT is and shall at all times remain as to the LFPD a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of DISTRICT shall at all times be under DISTRICT's exclusive direction and control. Neither LFPD nor any of its officers, employees, or agents shall have control over the conduct of DISTRICT or any of DISTRICT's officers, employees, or agents, except as set forth in this AGREEMENT. DISTRICT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the LFPD. DISTRICT shall not incur or have the power to incur any debt, obligation, or liability whatever against LFPD, or bind LFPD in any manner.

No employee benefits shall be available to DISTRICT in connection with the performance of this AGREEMENT. Except for the fees paid to DISTRICT as provided in the AGREEMENT, LFPD shall not pay salaries, wages, or other compensation to DISTRICT for performing services hereunder for LFPD. LFPD shall not be liable for compensation or indemnification to DISTRICT for injury or sickness arising out of performing services hereunder.

**TERM:**

This agreement shall become effective as of the date on Page 1 and remain in effect until terminated by either party. Either party may terminate this agreement for any reason with 30 days written notice to the other party.

**AGREED BY THE PARTIES HERETO:**

District  
Signature: \_\_\_\_\_  
Printed: Willie Sapeta  
Date: \_\_\_\_\_

LFPD  
Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Date: \_\_\_\_\_





# LAKEPORT FIRE PROTECTION DISTRICT

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



Date: June 9, 2023  
To: Board of Directors  
From: Patrick Reitz, Fire Chief  
Subject: **Budget Transfer Request to (re)Fund the Water Rescue Program**

## **Recommendation**

1. Authorize the Fire Chief to submit the attached Budget Transfer request to reallocate funds to make purchases to establish a water rescue program

## **Background**

Back in February, the board authorized some budget transfer requests that reallocated money away from the proposed Water Rescue Program in favor of some other priorities. With the end of the year approaching, a revisit of the budget reflects that there is enough money to fund the water rescue program this current fiscal year. The attached budget transfer request reallocates funds from Communications and CalPERS retirement (currently overbudgeted) and transfers the money to the various line items associated with the water rescue program. With these changes factored in to the existing budget, the water rescue program has been funded in the amount of \$65,000 this current fiscal year. We hope to expend this money in the next 2 weeks.

COUNTY OF LAKE  
OFFICE OF THE AUDITOR-CONTROLLER

COUNTY OF LAKE

**BUDGET TRANSFER**

Fiscal Year: 22-23

Budget Title: <u>Lakeport Fire Protection District</u> Budget Unit No. <u>354</u>	Budget Transfer # <u>B</u> (Admin. Office Completes this section)
--	--

**TRANSFER FROM:**

From: Fund 354 Dept 9554  
(000) (0000)

<u>Account</u> <small>(000.00-00)</small>	<u>Account Title</u>	<u>Amount</u>
<u>795.12</u>	<u>Communications</u>	\$ <u>(8,000)</u>
<u>795.0222</u>	<u>CalPERS/Retirement</u>	\$ <u>(14,000)</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**TRANSFER TO:**

To: Fund 354 Dept 9554  
(000) (0000)

<u>Account</u> <small>(000.00-00)</small>	<u>Account Title</u>	<u>Amount</u>
<u>795.11</u>	<u>Clothing/PPE</u>	\$ <u>11,000</u>
<u>795.227</u>	<u>Office Supplies</u>	\$ <u>1,000</u>
<u>795.627</u>	<u>Capital FA/Equipment</u>	\$ <u>10,000</u>
_____	_____	\$ _____
_____	_____	\$ _____

*Department's explanation of why savings will be available in the account from which the money is requested to be transferred:*

Expenses for Communications and CalPERS retirement have been less than anticipated for the year.

*Department's justification & explanation of why transfer is necessary (A brief statement such as, "To cover anticipated deficit," is not adequate and, therefore, not acceptable.)*

The District wishes to purchase training, supplies, equipment & capital equipment to establish a water rescue program during the current fiscal year

Authorized Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED                       DENIED

\_\_\_\_\_  
 COUNTY ADMINISTRATIVE OFFICER                      DATE                      CHAIRPERSON, BOARD OF SUPERVISORS                      DATE

Auditor-Controller Use Only

Date \_\_\_\_\_ JE# \_\_\_\_\_ By: \_\_\_\_\_

verification of a vacancy on the Board. The City of Lakeport and County of Lake may fill the vacancy by appointment as required in accordance with Health and Safety Code section 13837.

ARTICLE 4: OFFICERS AND COMMITTEES OF THE FIRE DISTRICT BOARD

4.1 Board Officers

The Board shall hold annual elections at its June meeting for Chairperson and Vice-Chairperson. The terms for Chairperson and Vice Chairperson shall commence on first day of July and end on the thirtieth day of June. The Chairperson and Vice-Chairperson shall be appointed for a one-year term, with an optional second-year term. The Vice-Chairperson shall become Chairperson upon the death, incapacitation, resignation, or removal of the Chairperson. In the case that the Vice-Chairperson succeeds to the presidency, the Board shall elect a new Vice-Chairperson at its next meeting. In extraordinary situations, the Board may extend the limit on consecutive terms for an officer from two years to three years by a vote of the Board.

4.2 Chairperson Duties

The Chairperson shall be the presiding officer of the Board, shall collaborate with the Fire Chief to establish the agenda for the meeting, shall sign all documents on behalf of the Board and District that may be required, and shall have the same rights and responsibilities as other Directors to participate in and vote at Board meetings.

4.3 Vice-Chairperson Duties

The Vice-Chairperson shall serve as acting Chairperson in the absence or temporary disability of the Chairperson. The Vice-Chairperson shall become Chairperson upon the death, resignation, or removal of the Chairperson.

4.4 Board Ad Hoc Committees and Liaisons

The Chairperson-elect, with the approval of the Board, shall designate, no later than the July regular meeting, Directors who will serve as liaison positions for the upcoming year. The Chairperson may change liaison with the approval of the Board. The Board Chairperson or designee shall outline the duties and responsibilities of a Director on an ad hoc committee at the time of appointment. Only two Directors shall serve on an ad hoc committee. Ad hoc committees shall be considered dissolved upon submission of the final report, unless their standing is continued by a vote of the majority of the Board.

The Board will establish liaisons as appropriate.

