



MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

"Providing Quality Emergency Response And Fire Protection For The Public"

Minutes

Mi-Wuk Sugar Pine Fire Protection District

Board of Directors

Regular Meeting, 7:00 PM, Tuesday, July 09, 2019

Mi-Wuk Sugar Pine Fire Protection District

24247 Highway 108, Mi Wuk Village, California

1. Call to Order - 7:03 PM
2. Pledge of Allegiance
3. Roll Call
 - a. President Klipple - Present
 - b. Vice President Doss - Present
 - c. Treasurer Massman - Present
 - d. Director McDonald - Present
 - e. Director Afshar - Present
 - f. Also Present:
 - i. Chief McGlintock – Absent
 - ii. Battalion Chief Klyn - Present
 - iii. Office Manager Dahlin – Present
 - iv. Guests: Supervisor Kirk, Tuolumne County Board of Supervisors
4. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors:

Supervisor Kirk addressed the Board on the future of the fire service in Tuolumne County and the possibility of consolidation in the future. He assured them that he will push for the best solution for the community going forward. He would like to be on a future agenda for further discussion on the topic and will coordinate with Tracie Riggs and Mo Frank to see if they will join him.
5. Approval of the Minutes of the June 11, 2019 Regular Meeting.

Moved to Approve: Director McDonald Seconded: Director Doss
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
6. Written Communications: There were none.

7. Reports:

- a. Auxiliary Report: Sherry Blake, MWSPFPD Auxiliary President. No report.
- b. Community Assistance Support Team (CAST) Report: Steve McClintock, Fire Chief. No report.
- c. USFS Report; No report
- d. CAL FIRE Report; Chief White reported that this year is going very well so far it has been slower than last year and even slower than the 5-year average. They are doing more fuels work, being as productive and proactive as possible to protect the communities. He also reported that there were over 40 campfires extinguished by USFS Fire Patrols and 100's of bags of garbage left by forest visitors over the holiday weekend and stressed the importance of being cognizant of conditions and fire safety compliance.
- e. Highway 108 FireSafe Council Report; No report.
- f. Chief's Report; Battalion Chief Klyn presented the Chief's report in Chief McClintock's absence. He relayed that Chief McClintock wanted to thank the Auxiliary and everyone who attended the Pancake Breakfast. Chief McClintock's written report is in the meeting record.
- g. Strategic Plan Update; Steve McClintock, Fire Chief. The committee did not meet.
- h. District Policies & Procedures Committee; Director Doss. The committee did not meet.
- i. Treasurers Report on Budget Committee and Financial Reports: Treasurer Massman reported that the committee did meet. They are waiting for final year end reports before work can begin on the final budget. They discussed the possible purchase of the Fire Simulator.

Financial Reports for Month Ending May 31, 2019:

- i. Tuolumne County Trial Balance
- ii. Tuolumne County Budget Status
- iii. Month End Cash on Hand History

Moved to Receive: Director McDonald Seconded: Director Afshar

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

8. Discussion and Action Items:

- a. Discussion and/or Action on the purchase of a 2004 Sterling Truck and 40 Foot Propane Fired Simulator Trailer for an amount not to exceed \$28,000.00.
Moved to Table: Director McDonald Seconded: Director Afshar
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
- b. Official 2019 Election Ballot for the SDRMA Board of Directors.
Director McDonald moved to cast a vote for Bob Swan (Incumbent), Board Member of the Groveland Community Services District. Seconded: Director Massman
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

9. CLOSED SESSION Pursuant to Government Code section 54957: Public Employee Performance Evaluation.

10. Report on action taken in closed session: President Klipple reported that the board has completed the evaluation.

11. Director's Comments and Requests: Directors may report about various matters involving the District or may request matters be included on subsequent meeting agenda(s) for discussion and/or action. Discussion will be limited to that necessary to clarify an issue or request. No action will be taken. There were no reports and no requests for future agenda items.
12. Final audience comments: Chief Krussow reported that his goal is to have the Type 6 ready by the first of next month.
13. Adjournment: 9:36 PM

Approved by the District Board of Directors in the meeting assembled August 13, 2019.

Blythe Klipple, President

From: SDRMA - Ellen Doughty <edoughty@sdrma.org>
Sent: Wednesday, August 07, 2019 7:27 AM
To: Bonnie Dahlin
Subject: 2019-20 Coverage Documents, Loss Prevention Funds, 2020 Health Benefits Rates



RISK MANAGEMENT NEWS

Property/Liability, Workers' Compensation & Health Benefits for Public Agencies | Established 1986

SAVE THE DATE

**SDRMA Fall Education Day
at CSDA Annual
Conference**

**September 27, 2019
Anaheim Marriott**

**Full Breakfast
Annual Safety Awards**

**Keynote Speaker -
Erik Qualman
"Socialnomics: Your Path
to Digital Transformation"**

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A proud California Special
Districts Alliance Partner

2019-20 Coverage Documents Now Available

Member Coverage Documents are now available through MemberPlus Online including Member's Certificate of Coverage, Vehicle ID Cards and more. In addition, Non-Member's Certificates of Coverage have been processed and mailed to all certificate holders. [Click here to login to MemberPlus Online.](#)



If your agency has *Special Endorsements* or *Outside Policies*, those will be available soon in MemberPlus Online. For more information, contact our Member Services department at memberplus@sdrma.org.

Loss Prevention Allowance Funds Available

The Loss Prevention Allowance Fund was created so members could receive reimbursement for loss prevention efforts. Eligible expenses include:

- * Safety equipment
- * Safety Videos
- * Ergonomic equipment
- * Training courses and/or materials related to loss prevention
- * SDRMA or CSDA seminars, conferences, regional trainings or workshops (including travel hotel expenses)

This year the SDRMA Board set aside \$50,000 in both Property/Liability and Workers' Compensation Programs for member loss prevention efforts.

Members can submit a request for reimbursement for either program for amounts spent on loss prevention efforts during the program year up to a maximum of \$1,000 per year. All requests must be accompanied by a copy of an invoice and proof of payment. Requests will be processed on a first-come, first-serve basis until the funds are depleted.



Members have been reimbursed for items such as; SDRMA Safety/Claims Education Days, CSDA seminars and workshops, safety vests and cones, security cameras, ergonomic equipment, eye and ear protection, fire extinguishers, safety boots and gloves, first aid training courses and chlorine leak alarms just to name a few.

***Note: We will not reimburse for AED's.**

Reimbursement requests, pre-approvals, or questions can be sent to our Finance department at accounting@sdrma.org or fax 916.231.4111.

NEED FINANCING?

CSDA Finance Corporation

CLICK HERE to get a free quote!

2020 Health Benefits rates available!

The SDRMA Health Benefits Program consists of Medical Benefits and Ancillary Coverages. Medical Benefits include health plans by Blue Shield, Anthem-Blue Cross and Kaiser. Blue Shield and Anthem-Blue Cross plans have prescription drug programs provided by Express Scripts. Ancillary Coverages include Delta Dental, VSP Vision, VOYA FINANCIAL Life and Long Term Disability and MHN Employee Assistance Program. Public Agencies can select which programs they would like to join subject to underwriting approval.

For more information please contact Alana Little, Health Benefits Manager at 800.537.7790 or alittle@sdrma.org.

ALWAYS MEMBER FOCUSED.

800.537.7790 | www.sdrma.org

SDRMA, 800.537.7790, 1112 I Street Suite 300, Sacramento, CA 95814

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**Report of the Auxiliary President
August 2019**

-A No Host Potluck was held this month.

-Our monthly lunch/meeting will be held tomorrow, August 14, here at the fire station.

-Our Spaghetti Dinner fundraiser is rapidly approaching on August 31, 2019. Blythe and Russ Klipple chair this event and are already making plans for a great meal which will include spaghetti with Russ' secret sauce, green salad, garlic French bread, beverages, and ice cream. It will be \$10 for adults and \$5 for children 10 and under.

Firefighters eat for free!

-Another Enchilada Take and Bake is coming up in October.

-Ann Coleman is hosting the dessert tonight.

Sherry Blake

Sherry Blake, Auxiliary President

TRIAL BALANCE

BY FUND

Selection Criteria:

Fiscal Year 2019 Period 12 (June)
Fund 9030 Mi-Wuk Fire District

<u>Account</u>	<u>Description</u>	<u>Beginning</u>	<u>Net Activity</u>	<u>Ending</u>
100100	Equity In Treasurers Pooled Ca	271,468.33	-14,642.51	256,825.82
100400	Petty Cash	500.00	0.00	500.00
102000	Accounts Receivable	0.00	4,267.30	4,267.30
106950	Property Tax Receivable	0.00	185.03	185.03
106955	Allow For Uncollectible Taxes	0.00	-1.85	-1.85
106980	Due From Other Governments	0.00	5,859.01	5,859.01
120000	Land	73,132.00	0.00	73,132.00
122000	Buildings And Improvements	731,393.11	0.00	731,393.11
124000	Equipment	410,310.17	0.00	410,310.17
127000	Accum Depreciation-Bldgs & Imp	-285,632.00	0.00	-285,632.00
129100	Accum Depreciation-Equipment	-191,570.00	0.00	-191,570.00
	Total Assets	1,009,601.61	-4,333.02	1,005,268.59
201210	Notes Payable-Current	0.01	0.00	0.01
202100	Accounts Payable	0.00	-3,217.88	-3,217.88
202200	Sales Tax Payable	-138.18	-3.41	-141.59
203150	Payroll Clearing Account	0.00	0.00	0.00
203210	Salaries & Benefits Payable	-5,195.91	-573.22	-5,769.13
203215	Accrued Vacation	-6,590.00	0.00	-6,590.00
203225	Accrued Sick	-2,634.00	0.00	-2,634.00
203500	Federal Withholding Payable	-757.47	3.06	-754.41
203600	FICA Payable	-1,046.16	-32.57	-1,078.73
203700	State Withholding Payable	-229.87	2.44	-227.43
203935	Deferred Compensation Benefits	-62.50	0.00	-62.50
203945	SDI Payable	-68.38	-2.12	-70.50
221005	Notes Payable-Long Term	-128,194.10	0.00	-128,194.10
	Total Liabilities	-144,916.56	-3,823.70	-148,740.26
262010	Agency Obligation	-213,439.05	0.00	-213,439.05
280600	Capital Assets, net	-594,084.85	0.00	-594,084.85
	Total Fund Balance	-807,523.90	0.00	-807,523.90
411110	Ppty Taxes -Current Secured	-163,816.51	-13,718.16	-177,534.67
412110	Ppty Taxes - Current Unsecured	-4,118.78	-447.05	-4,565.83
414110	Ppty Taxes - Prior Unsecured	0.00	-91.70	-91.70
416110	Supplemental Property Taxes -	-2,326.83	-1,098.95	-3,425.78
441110	Interest Income	-1,335.35	-1,563.60	-2,898.95
458110	State - Homeowners' Property T	-2,059.99	0.00	-2,059.99
459119	State - Emergency Fire Fightin	-178,107.38	-6,567.26	-184,674.64
469207	Fed- VFA Grant	-1,093.47	-5,859.01	-6,952.48
469805	Other Govts- TPPA Energy Grant	-5,474.77	0.00	-5,474.77
469840	Other Govs- San Francisco	-613.00	0.00	-613.00
471211	Benefit Assessments-Fire Assmt	-249,279.90	-17,187.10	-266,467.00
483110	Miscellaneous Income	-32.00	0.00	-32.00
483111	Misc Income - Reimbursements	-2,090.57	-1,916.96	-4,007.53
491110	Sale Of Fixed Assets	-2,000.00	0.00	-2,000.00
496000	Donations	-1,000.00	0.00	-1,000.00
496060	Donations- Auxiliary-Utilities	-3,883.28	-265.01	-4,148.29
496063	Donations- Auxiliary- Clothing	-6,163.51	-867.76	-7,031.27
496065	Donations- Auxiliary- Misc	-16,218.62	-4,829.06	-21,047.68
	Total Revenue	-639,613.96	-54,411.62	-694,025.58
511110	Regular Salaries	312,404.01	18,192.88	330,596.89
511115	Leave Cash Outs	555.00	0.00	555.00
511132	Recruitment Expense	615.84	306.00	921.84
511140	Salaries - Termination	418.56	0.00	418.56

Selection Criteria:

Fiscal Year 2019 Period 12 (June)
Fund 9030 Mi-Wuk Fire District

<u>Account</u>	<u>Description</u>	<u>Beginning</u>	<u>Net Activity</u>	<u>Ending</u>
511150	Part-Time Salaries	125.00	0.00	125.00
511153	Part-Time/Reserve Salaries	39,296.87	5,938.55	45,235.42
511160	Overtime Salaries	45,640.32	4,502.64	50,142.96
512215	Employee Physicals	161.00	167.00	328.00
512225	Life Insurance	2,681.50	20.25	2,701.75
512310	Workers Compensation Insurance	21,150.74	0.00	21,150.74
512320	Sheriff (4850) Salaries	634.13	0.00	634.13
512410	F.I.C.A.	30,478.95	2,200.53	32,679.48
512420	Unemployment Insurance	311.00	125.00	436.00
521210	Clothing & Personal Supplies	8,674.02	2,368.08	11,042.10
521310	Communications	12,719.45	1,129.97	13,849.42
521425	Food - Other	630.03	49.44	679.47
521510	Household Expense	1,904.83	353.46	2,258.29
521610	Insurance	3,474.00	0.00	3,474.00
522110	Maintenance Equipment	3,745.39	1,988.15	5,733.54
522120	Maint Equip-Vehicles	17,784.83	8,806.67	26,591.50
522122	Maint- Vehicles- Internal	918.75	2,287.64	3,206.39
522177	Fire Extinguisher Testing	138.49	0.00	138.49
522510	Maintenance - Buildings & Imps	7,544.47	399.03	7,943.50
522512	Maintenance - Grounds	43.32	0.00	43.32
523210	Dues & Memberships	3,964.66	489.00	4,453.66
525110	Office Expense	736.29	153.70	889.99
525140	Office Expense - Photocopy	51.20	0.00	51.20
525150	Office Expense - Postage	416.32	16.45	432.77
526106	P S & S - Tax Admin Fee	0.00	4,860.70	4,860.70
526107	P S & S -Tax Parcel Fee	0.00	3,863.75	3,863.75
526110	P S & S-Professional Services	10,131.53	0.00	10,131.53
526111	P S & S-Legal	2,519.60	0.00	2,519.60
526124	P S & S-Auditor-Controller	1,809.75	185.50	1,995.25
527210	Rents & Leases-Equipment	2,628.28	191.46	2,819.74
527310	Rents & Leases - Bldgs & Impro	135.00	0.00	135.00
527410	Small Tools	59.44	10.75	70.19
528110	Special Departmental Expense	828.11	32.88	860.99
529110	Transp. & Travel - Fuel	11,426.84	2,734.76	14,161.60
529120	Travel - Training And Seminars	5,630.64	473.26	6,103.90
529130	Trans. & Travel - Private Auto	495.47	44.34	539.81
529140	Travel	30.33	82.27	112.60
529210	Utilities	11,360.31	1,029.84	12,390.15
529910	Expendable Equipment	4,211.38	957.39	5,168.77
543000	Vehicles	146,048.43	-1,393.00	144,655.43
544900	Misc./Specialized Equip.	8,955.38	0.00	8,955.38
559000	Fixed Asset Contra Account	-143,548.43	0.00	-143,548.43
598410	Interest - Long-Term Debt	2,508.15	0.00	2,508.15
598420	Interest - Internal Borrowing	3.63	0.00	3.63
	Total Expenditures	582,452.81	62,568.34	645,021.15
820	Regular Hours	2.00	0.00	2.00
822	Overtime Hours	1,659.00	165.00	1,824.00
850	Vacation Taken	220.50	4.00	224.50
852	Sick Leave	186.00	24.00	210.00
860	Vacation Leave Pay Off	26.16	0.00	26.16
861	Leave Cashout	30.00	0.00	30.00
	Total Non-Budgetary Expenditures	2,123.66	193.00	2,316.66
		2,123.66	193.00	2,316.66

Fiscal Year: 2019 As of: 06-30-2019
Fund: 9030
Department: %
Req. Account: 4% to 999999
Program Code: %

Dept. 500 Revenue

Mi Wuk Fire

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Amount Received	Remaining Amount	Percent Remaining
9030	204500	0000	411110	Ppty Taxes -Current Secured	174,465.00	13,718.16	177,534.67	-3,069.67	-1.76
9030	204500	0000	412110	Ppty Taxes - Current Unsecured	4,501.00	447.05	4,565.83	-64.83	-1.44
9030	204500	0000	414110	Ppty Taxes - Prior Unsecured	89.00	91.70	91.70	-2.70	-3.03
9030	204500	0000	416110	Supplemental Property Taxes -	2,090.00	1,098.95	3,425.78	-1,335.78	-63.91
				Total Taxes	181,145.00	15,355.86	185,617.98	-4,472.98	-2.47
9030	204500	0000	441110	Interest Income	500.00	1,563.60	2,898.95	-2,398.95	-479.79
				Total Revenue From Use of Money And	500.00	1,563.60	2,898.95	-2,398.95	-479.79
9030	204500	0000	458110	State - Homeowners' Property T	2,110.00	0.00	2,059.99	50.01	2.37
				Total State Revenues	2,110.00	0.00	2,059.99	50.01	2.37
9030	204500	0000	469840	Other Govs- San Francisco	600.00	0.00	613.00	-13.00	-2.17
				Total Federal Revenues	600.00	0.00	613.00	-13.00	-2.17
9030	204500	0000	471211	Benefit Assessments-Fire Assmt	267,009.00	17,187.10	266,467.00	542.00	0.20
				Total Charges for Services	267,009.00	17,187.10	266,467.00	542.00	0.20
9030	204500	0000	483110	Miscellaneous Income	0.00	0.00	7.00	-7.00	0.00
9030	204500	0000	483111	Misc Income - Reimbursements	0.00	850.00	852.00	-852.00	0.00
				Total Miscellaneous Revenues	0.00	850.00	859.00	-859.00	0.00
9030	204500	0000	491110	Sale Of Fixed Assets	0.00	0.00	2,000.00	-2,000.00	0.00
9030	204500	0000	496000	Donations	0.00	0.00	0.00	0.00	0.00
				Total Other Financing Sources	0.00	0.00	2,000.00	-2,000.00	0.00
				Department Total	451,364.00	34,956.56	460,515.92	-9,151.92	-2.03

Report ID: TCGL0012R

PeopleSoft
ORGANIZATION BUDGET STATUS

Page No. 2
Run Date 07/26/2019
Run Time 12:01:31

Fiscal Year: 2019 As of: 06-30-2019

Fund: 9030
Department: %
Beg. Account: 4% to 999999
Program Code: %

Dept. 550 Revenue

MI Wuk- Special Projects

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Amount Received	Remaining Amount	Percent Remaining
9030	204550	0000	459119	State - Emergency Fire Fightin	144,680.00	6,567.26	184,674.64	-39,994.64	-27.64
				Total State Revenues	144,680.00	6,567.26	184,674.64	-39,994.64	-27.64
9030	204550	0000	469207	Fed- VFA Grant	19,139.00	5,859.01	6,952.48	12,186.52	63.67
9030	204550	0000	469805	Other Govts- TPPA Energy Grant	5,478.00	0.00	5,474.77	3.23	0.06
				Total Federal Revenues	24,617.00	5,859.01	12,427.25	12,189.75	49.52
9030	204550	0000	483110	Miscellaneous Income	0.00	0.00	25.00	-25.00	0.00
9030	204550	0000	483111	Misc Income - Reimbursements	750.00	1,066.96	3,155.53	-2,405.53	-320.74
				Total Miscellaneous Revenues	750.00	1,066.96	3,180.53	-2,430.53	-324.07
9030	204550	0000	496000	Donations	1,000.00	0.00	1,000.00	0.00	0.00
9030	204550	0000	496060	Donations- Auxiliary-Utilities	3,667.00	265.01	4,148.29	-481.29	-13.12
9030	204550	0000	496063	Donations- Auxiliary- Clothing	12,969.00	867.76	7,031.27	5,937.73	45.78
9030	204550	0000	496065	Donations- Auxiliary- Misc	15,363.00	4,829.06	21,047.68	-5,684.68	-37.00
				Total Other Financing Sources	32,999.00	5,961.83	33,227.24	-228.24	-0.69
				Department Total	203,046.00	19,455.06	233,509.66	-30,463.66	-15.00
				Fund Total	654,410.00	54,411.62	694,025.58	-39,615.58	-6.05

End of Report

Fiscal Year: 2019 As of: 06-30-2019
Fund: 9030
Department: %
Beg. Account: 4% to 999999
Program Code: %

Dept. 500 Expense

Target
0

Mi Wuk Fire										
Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204500	0000	511110	Regular Salaries	249,855.00	18,192.88	0.00	224,453.10	25,401.90	10.17
9030	204500	0000	511115	Leave Cash Outs	0.00	0.00	0.00	555.00	-555.00	0.00
9030	204500	0000	511132	Recruitment Expense	6,629.00	306.00	0.00	921.84	5,707.16	86.09
9030	204500	0000	511140	Salaries - Termination	0.00	0.00	0.00	418.56	-418.56	0.00
9030	204500	0000	511150	Part-Time Salaries	0.00	0.00	0.00	125.00	-125.00	0.00
9030	204500	0000	511153	Part-Time/Reserve Salaries	47,500.00	5,938.55	0.00	45,235.42	2,264.58	4.77
9030	204500	0000	511160	Overtime Salaries	30,773.00	4,502.64	0.00	50,142.96	-19,369.96	-62.94
9030	204500	0000	512215	Employee Physicals	161.00	167.00	0.00	328.00	-167.00	-103.73
9030	204500	0000	512225	Life Insurance	2,803.00	20.25	0.00	2,701.75	101.25	3.61
9030	204500	0000	512310	Workers Compensation Insurance	21,151.00	0.00	0.00	21,150.74	0.26	0.00
9030	204500	0000	512320	Sheriff (4850) Salaries	741.00	0.00	0.00	634.13	106.87	14.42
9030	204500	0000	512410	F.I.C.A.	24,317.00	2,200.53	0.00	24,559.51	-242.51	-1.00
9030	204500	0000	512420	Unemployment Insurance	1,500.00	125.00	0.00	436.00	1,064.00	70.93
				Total Salaries and Employee Benefits	385,430.00	31,452.85	0.00	371,662.01	13,767.99	3.57
9030	204500	0000	521210	Clothing & Personal Supplies	480.00	632.56	0.00	1,325.18	-845.18	-176.08
9030	204500	0000	521310	Communications	4,100.00	1,079.97	0.00	5,014.81	-914.81	-22.31
9030	204500	0000	521425	Food - Other	215.00	0.00	0.00	159.20	55.80	25.95
9030	204500	0000	521510	Household Expense	317.00	60.52	0.00	396.69	-79.69	-25.14
9030	204500	0000	521610	Insurance	4,089.00	0.00	0.00	3,474.00	615.00	15.04
9030	204500	0000	522110	Maintenance Equipment	2,000.00	1,815.01	0.00	5,557.30	-3,557.30	-177.87
9030	204500	0000	522120	Maint Equip-Vehicles	8,500.00	8,806.67	0.00	25,340.24	-16,840.24	-198.12
9030	204500	0000	522122	Maint- Vehicles- Internal	4,612.00	2,287.64	0.00	3,206.39	1,405.61	30.48
9030	204500	0000	522177	Fire Extinguisher Testing	340.00	0.00	0.00	138.49	201.51	59.27
9030	204500	0000	522510	Maintenance - Buildings & Imps	4,620.00	399.03	0.00	1,868.63	2,751.37	59.55
9030	204500	0000	522512	Maintenance - Grounds	2,875.00	0.00	0.00	43.32	2,831.68	98.49
9030	204500	0000	523210	Dues & Memberships	3,082.00	264.00	0.00	4,153.66	-1,071.66	-34.77
9030	204500	0000	525110	Office Expense	500.00	71.83	0.00	588.37	-88.37	-17.67
9030	204500	0000	525140	Office Expense - Photocopy	100.00	0.00	0.00	51.20	48.80	48.80
9030	204500	0000	525150	Office Expense - Postage	350.00	16.45	0.00	432.77	-82.77	-23.65
9030	204500	0000	526106	P S & S - Tax Admin Fee	4,629.00	4,860.70	0.00	4,860.70	-231.70	-5.01
9030	204500	0000	526107	P S & S -Tax Parcel Fee	3,864.00	3,863.75	0.00	3,863.75	0.25	0.01
9030	204500	0000	526110	P S & S-Professional Services	9,633.00	0.00	0.00	10,131.53	-498.53	-5.18
9030	204500	0000	526111	P S & S-Legal	0.00	0.00	0.00	2,519.60	-2,519.60	0.00
9030	204500	0000	526124	P S & S-Auditor-Controller	2,274.00	185.50	0.00	1,995.25	278.75	12.26
9030	204500	0000	527110	Publications & Legal Notices	239.00	0.00	0.00	0.00	239.00	100.00
9030	204500	0000	527210	Rents & Leases-Equipment	3,085.00	191.46	0.00	2,819.74	265.26	8.60
9030	204500	0000	527310	Rents & Leases - Bldgs & Impro	135.00	0.00	0.00	135.00	0.00	0.00
9030	204500	0000	527410	Small Tools	100.00	10.75	0.00	70.19	29.81	29.81
9030	204500	0000	528110	Special Departmental Expense	638.00	32.88	0.00	860.99	-222.99	-34.95
9030	204500	0000	528184	SDE-Awards & Certificates	100.00	0.00	0.00	0.00	100.00	100.00
9030	204500	0000	529110	Transp. & Travel - Fuel	7,480.00	2,605.76	0.00	11,170.54	-3,690.54	-49.34

Report ID: TCGL0012

PeopleSoft
ORGANIZATION BUDGET STATUS

Page No. 2
Run Date 07/26/2019
Run Time 12:01:30

Fiscal Year: 2019 As of: 06-30-2019
Fund: 9030
Department: 1
Beg. Account: 41 to 999999
Program Code: 1

Dept. 500 Expense

Target
0

					Mi Wuk Fire					
Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204500	0000	529120	Travel - Training And Seminars	5,600.00	473.26	0.00	4,935.34	664.66	11.87
9030	204500	0000	529130	Trans. & Travel - Private Auto	300.00	44.34	0.00	539.81	-239.81	-79.94
9030	204500	0000	529140	Travel	100.00	82.27	0.00	112.60	-12.60	-12.60
9030	204500	0000	529210	Utilities	7,229.00	748.79	0.00	8,216.58	-987.58	-13.66
9030	204500	0000	529910	Expendable Equipment	9,087.00	63.57	0.00	2,695.80	6,391.20	70.33
				Total Services and Supplies	90,673.00	28,596.71	0.00	106,677.67	-16,004.67	-17.65
9030	204500	0000	543000	Vehicles	133,769.00	-1,393.00	0.00	134,875.43	-1,106.43	-0.83
9030	204500	0000	544900	Misc./Specialized Equip.	0.00	0.00	0.00	8,955.38	-8,955.38	0.00
				Total Fixed Assets	133,769.00	-1,393.00	0.00	143,830.81	-10,061.81	-7.52
9030	204500	0000	559000	Fixed Asset Contra Account	-133,769.00	0.00	0.00	-133,768.43	-0.57	0.00
				Total Fixed Assets	-133,769.00	0.00	0.00	-133,768.43	-0.57	0.00
9030	204500	0000	598410	Interest - Long-Term Debt	0.00	0.00	0.00	2,508.15	-2,508.15	0.00
9030	204500	0000	598420	Interest - Internal Borrowing	0.00	0.00	0.00	3.63	-3.63	0.00
				Total Depreciation	0.00	0.00	0.00	2,511.78	-2,511.78	0.00
9030	204500	0000	691110	Appropriation For Contingencie	222,067.00	0.00	0.00	0.00	222,067.00	100.00
				Total Appropriation for Contingencie	222,067.00	0.00	0.00	0.00	222,067.00	100.00
				Department Total	698,170.00	58,656.56	0.00	490,913.84	207,256.16	29.69

Fiscal Year: 2019 As of: 06-30-2019
Fund: 9030
Department: %
Bcg. Account: 4% to 999999
Program Code: %

Dept. 550 Expense

MI Wuk- Special Projects

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204550	0000	511110	Regular Salaries	82,036.00	0.00	0.00	106,143.79	-24,107.79	-29.39
9030	204550	0000	511150	Part-Time Salaries	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	511160	Overtime Salaries	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	512310	Workers Compensation Insurance	5,972.00	0.00	0.00	0.00	5,972.00	100.00
9030	204550	0000	512410	F.I.C.A.	6,276.00	0.00	0.00	8,119.97	-1,843.97	-29.38
				Total Salaries and Employee Benefits	94,284.00	0.00	0.00	114,263.76	-19,979.76	-21.19
9030	204550	0000	521210	Clothing & Personal Supplies	23,270.00	1,735.52	0.00	9,716.92	13,553.08	58.24
9030	204550	0000	521310	Communications	1,300.00	50.00	0.00	8,834.61	-7,534.61	-579.59
9030	204550	0000	521425	Food - Other	450.00	49.44	0.00	520.27	-70.27	-15.62
9030	204550	0000	521510	Household Expense	1,722.00	292.94	0.00	1,861.60	-139.60	-8.11
9030	204550	0000	521643	Insurance - Liability	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	522110	Maintenance Equipment	50.00	173.14	0.00	176.24	-126.24	-252.48
9030	204550	0000	522120	Maint Equip-Vehicles	0.00	0.00	0.00	1,251.26	-1,251.26	0.00
9030	204550	0000	522510	Maintenance - Buildings & Imps	6,075.00	0.00	0.00	6,074.87	0.13	0.00
9030	204550	0000	522512	Maintenance - Grounds	1,000.00	0.00	0.00	0.00	1,000.00	100.00
9030	204550	0000	523210	Dues & Memberships	634.00	225.00	0.00	300.00	334.00	52.68
9030	204550	0000	525110	Office Expense	242.00	81.87	0.00	301.62	-59.62	-24.64
9030	204550	0000	525140	Office Expense - Photocopy	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	525150	Office Expense - Postage	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	526110	P S & S-Professional Services	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	526120	P S & S- Jamestown Monitoring	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	526191	P S & S-Contract Srv	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	526688	P S & S-Regional Water Rebate	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	526763	P S & S-Sm Landowner Program	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	526843	P S & S-Regional Water Program	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	527310	Rents & Leases - Bldgs & Impro	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	528110	Special Departmental Expense	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	529110	Transp. & Travel - Fuel	1,350.00	129.00	0.00	2,991.06	-1,641.06	-121.56
9030	204550	0000	529120	Travel - Training And Seminars	0.00	0.00	0.00	1,168.56	-1,168.56	0.00
9030	204550	0000	529210	Utilities	3,667.00	281.05	0.00	4,173.57	-506.57	-13.81
9030	204550	0000	529910	Expendable Equipment	9,623.00	893.82	0.00	2,472.97	7,150.03	74.30
				Total Services and Supplies	49,383.00	3,911.78	0.00	39,843.55	9,539.45	19.32
9030	204550	0000	543000	Vehicles	9,780.00	0.00	0.00	9,780.00	0.00	0.00
				Total Fixed Assets	9,780.00	0.00	0.00	9,780.00	0.00	0.00
9030	204550	0000	559000	Fixed Asset Contra Account	-9,780.00	0.00	0.00	-9,780.00	0.00	0.00
				Total Fixed Assets	-9,780.00	0.00	0.00	-9,780.00	0.00	0.00
				Department Total	143,667.00	3,911.78	0.00	154,107.31	-10,440.31	-7.27
				Fund Total	841,837.00	62,568.34	0.00	645,021.15	196,815.85	23.38

End of Report

Cash on Hand by Month

	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 14/15
Jul 31	\$ 160,788.10	\$ 125,178.72	\$ 102,836.45	\$ 91,027.21	\$ 98,475.15
Aug 31	\$ 77,662.37	\$ 90,372.49	\$ 65,207.79	\$ 56,481.78	\$ 55,133.05
Sep 30	\$ 30,713.08	\$ 64,183.33	\$ 46,469.69	\$ 26,082.37	\$ 15,583.75
*Oct 31	\$ 51.87	\$ 35,625.92	\$ 20,695.14	\$ 54.93	\$ 91.48
**Nov 30	\$ 72.52	\$ 25,495.92	\$ 28,413.14	\$ 117.19	\$ 33.08
***Dec 31	\$ 185,032.02	\$ 197,024.76	\$ 174,746.43	\$ 150,895.35	\$ 143,297.01
Jan 31	\$ 172,709.26	\$ 198,245.16	\$ 148,725.48	\$ 123,196.88	\$ 107,361.47
Feb 28	\$ 129,344.83	\$ 161,654.76	\$ 113,087.15	\$ 93,346.87	\$ 80,807.04
Mar 31	\$ 137,982.68	\$ 135,241.04	\$ 66,058.64	\$ 27,117.75	\$ 51,204.32
Apr 30	\$ 275,251.54	\$ 272,357.19	\$ 214,194.29	\$ 98,760.14	\$ 165,464.83
May 31	\$ 271,468.33	\$ 245,512.31	\$ 193,849.35	\$ 69,401.49	\$ 150,907.81
Jun 30	\$ 256,825.82	\$ 225,419.40	\$ 180,850.91	\$ 166,612.59	\$ 147,732.11

*October 31, 2018 cash balance includes an advance from Tuolumne County of \$4250.00

**November 30, 2018 cash balance includes the reversal of the October advance and a new advance of \$60,950.00.

***December 31, 2018 cash balance includes the reversal of the \$60,950.00 advance.



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

INDEPENDENT AUDIT PROPOSAL

July 19, 2019

To the Board of Directors
Mi-Wuk-Sugar Pine Fire Protection District
P.O. Box 530
Mi-Wuk Village, CA 95346-0530

Dear Board of Directors

Thank you for the opportunity to submit the following proposal to serve as independent auditor for the Mi-Wuk-Sugar Pine Fire Protection District.

We propose to conduct the audit of the financial statements of the Mi-Wuk-Sugar Pine Fire Protection District for the fiscal year ended June 30, 2019.

We will plan and perform the audit in accordance with generally accepted auditing standards in the United States of America and the State Controller's minimum audit requirements for California Special Districts. If our audit report is other than unqualified, we will fully discuss the reason with the District's manager prior to presentation of the report. If during the audit we become aware of significant deficiencies in the design or operation of internal controls or of ways management practices can be improved, we will communicate such information to the District Board of Directors in a separate letter.

We propose to begin the audit for the fiscal year ending June 30, 2019 as soon as the District records are available. Set-up, pre-list and certain other procedures would begin on notification of the contract. Fieldwork would begin soon after District personnel complete the trial balance.

Our fee for the above services is based on hourly rates from \$45 to \$125 per hour with maximum fee not to exceed \$2,975 for each of the fiscal year ended June 30, 2019.

This audit proposal is for a financial audit and the above fees include our entire out of pocket expenses including up to 7 bound copies of the audit report. Additional copies are available at \$10 each.

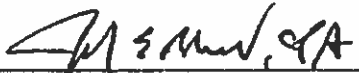
Mi-Wuk Sugar Pine Fire Protection District-Audit Proposal-Page 2

We will need the cooperation and assistance of District personnel to successfully complete the audit. Such assistance will include but not limited to obtaining copies of documents, contract, invoices, etc., various audit inquiries and assistance with preparation of the audit confirmations and other standard auditing procedures.

Should the District need additional services, our fee assisting will be billed at the rate of \$125 per hour plus travel fees in addition to the audit fee discussed above. Such additional fees, if any, will be discussed with the District in advance of providing such services.

Should you need any additional information regarding this proposal please call John E. Blomberg, C.P.A. direct at (209) 466-3894.

Respectfully Submitted,



John E. Blomberg, C.P.A.

Approved By:

Signature

Dated



Bringing the World to the Woods

4101 Wild Chaparral, PO Box 1041
Shingle Springs, CA 95682
530-672-1078

TOWER/ANTENNA ARRAY-LAND LEASE AGREEMENT

THIS TOWER/ANTENNA ARRAY-LAND LEASE AGREEMENT ("Agreement") is entered into this _____ by and between Cal.net, Inc., a Delaware Corporation with its principal place of business at 4101 Wild Chaparral Dr., Shingle Springs, CA 95682, (hereinafter "Cal.net") and **MI WUK SUGAR PINE FIRE DIST** (hereinafter "Landlord").

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. **Leased Property.** Subject to the terms and conditions of this Lease, Landlord leases to Cal.net and Cal.net leases from Landlord a certain portion of real property owned by Landlord, located at **24243 STATE HWY 108, TWAIN HARTE, CA 95383** (the "Property"). This Agreement and Cal.net's lease of the Property is subject to all existing easements, covenants, conditions, and restrictions of record, if any.
2. **Use.** Cal.net shall use the Property only for the purpose of maintaining, and operating a telecommunications Tower/Antenna Array. Cal.net may use the Property for the operation and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Cal.net by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Agreement. Cal.net shall use the Property in compliance with all federal, state, local laws and regulations. If for any reason Cal.net's use of the Property fails to comply with any federal, state or local law and Cal.net fails to bring its use within compliance within ninety (90) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, without penalty to Cal.net, unless sooner authorized by such law. Landlord agrees to reasonably cooperate with Cal.net in obtaining, at Cal.net's expense, all licenses and permits if required or as deemed necessary for Cal.net's use of the leased Property. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Cal.net is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Cal.net will be unable to use the Property for its intended purposes, this Lease shall automatically terminate.
3. **Term.** The initial term of this Lease shall be five (5) years, commencing upon the date this document is executed by Landlord and Cal.net. This Lease shall automatically be renewed for each successive renewal term unless Cal.net shall notify Landlord of Cal.net's intention not to renew the Lease at least 90 days prior to the expiration of the original or any subsequent renewal term.

4. Lease Consideration:

As consideration for this Lease, Cal.Net shall provide services to Landlord over the term of this agreement for the total value of: \$6,297.00.

One free Internet service connections with Cal.net's Wireless Express Service Plan. This plan offers download speeds of up to 10.0Mbps, and upload speeds of up to 3.0Mbps, this also includes a Platinum Protection Plan, which combined have an \$104.95 monthly value not exchangeable for a cash value.

5. Access.

- a. Cal.net shall have the right, at its sole cost and expense, operate and maintain the facilities on the Tower/Antenna Array, which facilities include radio transmitting and receiving antennas (the "telecommunications equipment"). Cal.net's installation of all such telecommunications equipment, personal property, and facilities shall be done according to plans approved by Landlord, and no telecommunications equipment or property shall be subsequently relocated without Landlord's approval which approvals shall not be unreasonably withheld or delayed. At all times, the Tower/Antenna Array and all related telecommunications equipment installed thereon shall remain the exclusive property of Cal.net. Cal.net shall provide the trenching and conduits needed to bring power from the main point of entry to the Tower/Antenna Array and data back.
- b. At all times during this Lease, Landlord hereby grants to Cal.net a nonexclusive easement for ingress, egress, and access over the Property which gives Cal.net access to the Tower/Antenna Array in order to operate and maintain its telecommunications equipment at no additional charge to Cal.net.
- c. Cal.net shall provide Landlord, at the Landlord's request, with documentation of the telecommunications equipment installed on the Property. Documentation shall include but not necessarily be limited to a complete and detailed inventory of all telecommunications equipment and personal property placed on the Tower/Antenna Array.
- d. Cal.net shall have sole responsibility for the maintenance and repair of its telecommunications equipment, personal property, and any other leasehold improvements.
- e. Landlord will notify Cal.net at least five (5) days in advance of the date when any scheduled or general maintenance of more than one day is to occur at the Property which may preclude or otherwise prevent Cal.net's access to the Tower/Antenna Array.
- f. Landlord shall provide Cal.net access to extend electrical power as necessary for operation of the installed equipment.

6. Reasonable Approval. Both parties shall not unreasonably withhold or delay approvals required under this Lease.

7. Environmental Matters.

a. Cal.net's Obligations:

- i. Cal.net will not cause or permit the storage, treatment or disposal of any hazardous waste in, on, or about the Property or any part of thereof by Cal.net, its agents, employees or contractors. Cal.net will not permit the Property to be used or operated in a manner that may cause the Property to be contaminated by any hazardous materials in violation of any environmental laws.
- ii. Cal.net will be solely responsible for and will defend, indemnify, and hold Landlord harmless from and against all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Cal.net's breach of its obligations in this Section; or Cal.net's introduction of hazardous materials to the Property. Cal.net's obligations under this Section shall survive the expiration or other termination of this Lease.

b. Mutual Obligations: each party will promptly notify the other party of

- i. Any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any environmental laws relating to any hazardous materials affecting any part of the Property; and
- ii. All claims made or threatened by any third party against Cal.net, Landlord or any part of the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous materials on or about the Property.

8. Termination.

a. Except as otherwise provided herein, this Lease may be terminated by either party upon one hundred and twenty (120) days written notice to the other party or as follows:

- i. By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
- ii. By Landlord, if it determines that the Tower/Antenna Array is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower/Antenna Array or the Property from any source, or factors relating to condition of the Property; or
- iii. By Landlord, if Cal.net's use of the Property becomes illegal under any federal, state or local law, rule or regulation.

b. Upon termination of this Lease for any reason, unless otherwise agreed upon between the parties in writing subsequent to notice of termination and prior to termination date, Cal.net, at Cal.net's expense, shall remove from the Property the Tower/Antenna Array

and all of its telecommunications equipment within sixty (60) days after the date of termination.

9. Insurance.

- a. Cal.net shall provide Comprehensive General Liability Insurance coverage, including Property/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. Cal.net shall provide to Landlord, at Landlord's request and prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of California, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be cancelled, nonrenewable, or materially changed without thirty (30) days prior written notice to Landlord.

10. Damage or Destruction of Property. If the Property, Tower/Antenna Array, or telecommunications equipment are destroyed or damaged so as, in Cal.net's judgment to render the site unusable, Cal.net may elect to terminate this Lease upon thirty (30) days written notice to Landlord. In the event Cal.net elects to terminate the Lease, Cal.net shall be entitled to reimbursement of any prepaid profit share payments prorated prior to the date of termination.

11. Exclusivity: You agree that during the term of this lease you will not allow another vendor of similar fixed-wireless broadband Internet services to utilize your Premises for similar purposes. This exclusivity does not preclude the use of your Premises for other types of wireless technologies such as cellular voice communications, paging services, radio, or television. However, you shall ensure that none of these other allowable technologies be conducted in a way which materially impacts Cal.net's equipment installed under this Lease.

12. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Cal.net shall not be entitled to any portion of the award paid for the taking and Landlord shall receive the full amount of such award, Cal.net hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to Landlord, Cal.net shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Cal.net on account of any and all damage to Cal.net's business by reason of the taking and for or on account of any cost or loss to which Cal.net might be put in

removing and relocating its equipment, personal property, telecommunications equipment and leasehold improvements. Landlord will refund any prepaid revenue share payments prorated as of the date the Property is taken by the Condemning Authority.

13. Indemnification. Except for the negligent acts or willful misconduct of Landlord's agents or employees, Cal.net agrees to indemnify, defend, and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be held liable, which arise from the negligence, willful misconduct, or other fault of Cal.net or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of Cal.net's telecommunications equipment on the Property and the Tower/Antenna Array.

Except for the negligent acts or willful misconduct of Cal.net's agents or employees, Landlord agrees to indemnify, defend, and hold harmless Cal.net and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Cal.net or for which Cal.net may be held liable, which arise from the negligence, willful misconduct, or other fault of Landlord or its employees, agents, or subcontractors in the performance of this Lease or from the operation, maintenance, repair of the Property.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses: Cal.net PO Box 1041, Shingle Springs, CA 95682.

15. Representations and Warranties.

- a. Landlord warrants that:
 - i. it has full right, power, and authority to execute this Lease; and
 - ii. Landlord further warrants that Cal.net shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms.
- b. Landlord warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, except for those used in normal farm operations.
- c. Cal.net represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. Cal.net agrees to indemnify and hold harmless Landlord from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above-named materials that are part of Cal.net telecommunications

equipment, personal property, or any component parts or by-products thereof in violation of applicable law.

- d. Cal.net, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Cal.net, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect Cal.net use of the Property, Cal.net shall have the right to cancel this Lease immediately upon written notice to Landlord.
16. Assignment. Cal.net may not assign or sublet this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except to any entity which controls, is controlled by, or is under the common control with Cal.net, or to any entity resulting from any merger or consolidation with Cal.net, or to any partner of Cal.net, or to any partnership in which Cal.net is a general partner, or to any person or entity which acquires all of the assets of Cal.net as a going concern, or to any entity which obtains a security interest in a substantial portion of Cal.net's assets. Upon an assignment of Cal.net's interest, it shall be released from all liability under this Lease.
 17. Compliance with Laws. All work performed or materials supplied under this Agreement shall be furnished or performed in full and complete compliance with all applicable federal, state, and local laws and regulations in the performance of this Agreement, including the procurement of software licenses, secure certificates, etc. where needed.
 18. Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more of such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.
 19. Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in no way, define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation." No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
 20. Entire Agreement. This Agreement including the Terms and any Exhibits, or Addenda hereto sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and any and all previous agreements, representations or understandings, whether oral or written, which are inconsistent with or additional to any of the various terms and conditions of this Agreement are hereby canceled, rendered null and void and superseded in their entirety. No agreement or understanding to modify

this Agreement shall be binding upon either party unless agreed to in writing by an employee of each party authorized to bind such party.

21. **Counterparts.** This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of this Agreement and delivered the such executed counterpart to the other party.
22. **Waiver.** A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach shall not be construed as a waiver of that breach. No waiver, failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall such waiver, failure or delay be a waiver of any of the other terms and conditions of this Agreement.
23. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.
24. **Arbitration & Disputes:** Cal.net's Terms & Conditions require you to give Cal.net an opportunity to resolve all disputes before filing a claim in court or in arbitration. See Cal.net's Terms and Conditions (available at https://www.cal.net/legal/terms_and_conditions) for more information and for how to contact Cal.net to resolve your dispute. Cal.net requires ARBITRATION of disputes UNLESS I OPT OUT WITHIN 30 DAYS OF ACTIVATION OF THE CAL.NET SERVICE. See Cal.net's Terms and Conditions for details.

If you are unable to resolve a dispute with Cal.net and you wish to assert a legal claim, the Terms & Conditions require that your claim will be resolved in arbitration or in small claims court, unless you opted out of arbitration. Cal.net subscribers may opt out of arbitration within 30 days from the date of activation of Service.

In order to opt out of arbitration you must call Cal.net Customer service at 530-672-1078, x2 within thirty (30) days of activation of the Service and request to opt-out of arbitration. If more than thirty (30) days has passed since your Cal.net service was activated, you are not eligible to opt out of arbitration and any opt out request will not be valid.

25. **Miscellaneous.**
 - a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
 - b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
 - c. This Lease shall be construed in accordance with the laws of the State of California.
 - d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

- e. Treatment of Confidential Information. All information in this agreement is considered to be confidential, and as such Each Party agrees not to use this Confidential Information for the Receiving Party's own use or for any purpose outside of this agreement. All Information pertaining to any consideration agreed upon by both parties is not to be shared or disclosed without prior written approval from the other party. Each Receiving Party shall take all reasonable measures (i) to protect the secrecy of and avoid disclosure or unauthorized use of Confidential Information of the Disclosing Party, and (ii) to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

Landlord: MI WUK SUGAR PINE FIRE DIST
Mailing Add:
24243 STATE HWY 108, TWAIN HARTE CA

Cal.net
PO BOX 1041
Shingle Springs, CA 95682
530-672-1078

Signature

Date

Cal .net Signature

Date

MI WUK SUGAR PINE FIRE DIST SIGNATORY

**BEFORE THE BOARD OF DIRECTORS OF THE
MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT
COUNTY OF TUOLUMNE, STATE OF CALIFORNIA**

IN THE MATTER OF: Resolution Number: 2019.08.13.1

Approving the Department of Forestry and Fire Protection Agreement #7FG19074 for services from the date of last signatory on page 1 of the Agreement to June 30, 2020 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Mi-Wuk Sugar Pine Fire Protection District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2019-20 up to and no more than the amount of \$2,908.01.

BE IT FURTHER RESOLVED that Steve McClintock, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Mi-Wuk Sugar Pine Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Mi-Wuk Sugar Pine Fire Protection District, at a regular meeting thereof, held on the 13th day of August 2019 by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----

ATTEST:

I, Steve McClintock, Clerk of the Mi-Wuk Sugar Pine Fire Protection District, County of Tuolumne, California do hereby certify that this is a true and correct copy of the original Resolution Number 2019.08.13.1.

WITNESS MY HAND OR THE SEAL OF THE Mi-Wuk Sugar Pine Fire Protection District, on this 13th day of August 2019.

Signature

Clerk of the Board, Mi-Wuk Sugar Pine Fire Protection District
Title and Name of Local Agency