



**AGENDA**  
**Exeter District Ambulance**  
**Governing Board**  
**SPECIAL MEETING**

302 E. Palm St., Exeter, CA 93221  
Monday, November 12<sup>th</sup>, 2018, 4:00pm  
District Office Meeting Room

President	Adam Pfenning
Vice President	VACANT
Secretary	Diana Mendez
Board Member	Tony Miller
Board Member	VACANT

The Exeter District Ambulance Board of Director welcomes you to its meeting and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All attendees are advised that pagers, cell phones, and any other communication devices should be powered off upon entering the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate. Actual timed items may be heard later but not before the time set on agenda. Persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure their presence when the item is called.

**OPENING**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance

**AGENDA APPROVAL**

**PUBLIC FORUM/REQUEST TO ADDRESS TO BOARD (NON-AGENDA ITEMS)**

*This portion of the meeting is reserved for the members of the public to address the Board on items that are not on the Agenda and are within the subject matter jurisdiction of the board. Each person will be granted five (5) minutes to address the Board and overall public comments will be limited to thirty (30) minutes total. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda. When addressing the Board, speakers are requested to come forward, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board President.*

**CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. For any discussion of an item; it will be enacted at the request of any member of the Board and made a part of the regular agenda.*

- A. Approval of Meeting Minutes for Regular Meeting of October, 2018**

**PUBLIC HEARINGS**

- None

*Members of the public wishing to address the Board on these items should raise their hand when the Agenda item is called and the President will recognize you at that time. You will have three minutes to comment.*

**UNFINISHED BUSINESS**

- A. Expansion of Woodlake Operations: consider proposal to expand operations**
  - 1. Consider and vote on proposed MOU from the city
  - 2. Consider and vote on proposed Lease from the Fire District

## **NEW BUSINESS**

### **A. Employee Life Insurance Policy**

1. Consider and vote on change from Blue Shield to Guardian

### **B. Audit Report presentation from M Green and Company, LLC**

### **C. Lindsay Post**

1. Initiate search for new post location

## **BOARD MEMBER REPORTS AND REQUESTS FOR AGENDA ITEMS**

## **PUBLIC COMMENT REGARDING CLOSED SESSION**

*This portion of the meeting is reserved for persons desiring to address the Board on an item to be considered in Closed Session. Speakers should limit their comments to five (5) minutes.*

## **CLOSED SESSION**

### **A. Conference with Labor Negotiator pursuant to Government Code Section 54957.6**

Agency Negotiator: District Counsel and District Manager

Employee Organization: Teamsters Local 517

## **RECONVENE TO OPEN SESSION; REPORT FROM CLOSED SESSION, IF ANY**

## **ADJOURNMENT**

**Next Regular Meeting: November 26, 2018 or TBD**

**Agenda packets are available for review 72 hours prior to the meeting at the District Office. Office hours are Monday to Friday 8 AM to 5 PM, excluding holidays.**

**Any documents/writings provided to a majority of the Board less than 72 hours before the Regular Meeting regarding an item on this agenda will be made available for public inspection during normal business hours at the District Office located at 302 E. Palm Street, Exeter, CA 9322.**

**In compliance with the American with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the District Office at (559) 594-5250 during normal business hours as listed above. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.**

## MEMORANDUM OF UNDERSTANDING

AS BETWEEN:

CITY OF WOODLAKE

WOODLAKE FIRE DISTRICT

EXETER DISTRICT AMBULANCE

1. Parties: This Memorandum of Understanding (MOU) is made between the City of Woodlake (City), the Woodlake Fire District (Fire District), and the Exeter District Ambulance (Exeter Ambulance) on the date that it is approved by all the respective boards.
2. Purpose: The purpose of this MOU is to:
  - a. Promote health care and health care services for the residents with the boundaries of the City of Woodlake and the Woodlake Fire District.
  - b. Provide and forge effective partnerships to benefit the residents residing in the boundaries of the City of Woodlake and the Woodlake Fire District.
  - c. Delineate and express the understandings between the City, the Fire District and Exeter Ambulance.
3. Services to be Provided:
  - a. Exeter Ambulance currently services the boundaries of the City and the Fire District from multiple locations nearby.
  - b. Exeter Ambulance, the City and the Fire District all agree that Exeter Ambulance could provide a better service to residents residing in the boundaries of the City and the Fire District if an ambulance was stationed in the City of Woodlake.
  - c. Exeter Ambulance will service the boundaries of the City and the Fire District while becoming part of the local community.
4. Effective Date and Duration: The MOU takes effect on the date it is approved by all parties and will remain in effect for as long as all parties involved wish to remain part of the MOU.
5. Terms of Agreement:
  - a. Exeter Ambulance agrees to station an ambulance at the Woodlake Fire Station located at 216 E. Naranjo Blvd. while rehabilitation work is done at 120 N. Magnolia St., which will serve as the future station for Exeter Ambulance.
  - b. Once the rehabilitation at 120 N. Magnolia St. is completed this location will serve as the home for Exeter Ambulance.
  - c. In a separate agreement Exeter Ambulance would lease the location at 120 N. Magnolia St. from the Fire District.
  - d. Exeter Ambulance will track all services provided within the City and Fire District boundaries and furnish a report of those responses as requested by the City Council and the Fire District Board periodically, but not more often than quarterly.

6. Agreement of the Parties:

- a. This MOU is an internal agreement between the City, the Fire District and Exeter Ambulance. The MOU does not confer any rights or duties on any individual or other entity. Its sets forth mutual goals and understandings between the parties to the MOU for the benefit of the respective entities and the residents therein.
- b. This MOU has been submitted to the respective boards and council and approved as follows.

City of Woodlake

Woodlake Fire District

Exeter District Ambulance

By:

By:

By:

\_\_\_\_\_

Rudy Mendoza, Mayor

\_\_\_\_\_

Shane Headrick, Board President

\_\_\_\_\_

AAAAA

Confirmed by:

Confirmed by:

Confirmed by:

\_\_\_\_\_

Irene Zacarias, City Clerk

\_\_\_\_\_

Anthony Perez, Fire Chief

\_\_\_\_\_

AAAAAA

## LEASE AGREEMENT

1. **DATE:** This Lease is made and entered into in duplicate original this \_\_\_\_ day of November 2018, effective \_\_\_\_\_, 2018.

2. **PARTIES:** This Lease is entered into by and between the Woodlake Fire District, hereinafter referred to as Lessor, and the Exeter District Ambulance, hereinafter referred to as Lessees.

3. **PREMISES:**

a. During the rehabilitation of 120 N. Magnolia Blvd. Lessees staff will be jointly stationed with Lessor staff at the Woodlake Fire District located at 216 E. Naranjo Blvd. for a flat charge monthly rental fee of \$750 that includes all utilities and internet services. Once 120 N. Magnolia Blvd. is made available Lessees staff will relocate and the remainder of this agreement will be enforced.

b. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the terms and conditions herein set forth herein, that property at 120 N. Magnolia, Blvd., Woodlake, Ca. 93286, consisting of approximately 1,320 SF and described in Exhibit A attached hereto, and made part of this Agreement.

4. **TERM:** The term of this Lease is for five (5) years.

5. **MONEY DUE FROM LESSEE:**

a. **RENT:** Rental per month for the leased premises at 120 N. Magnolia St. shall be \$1,000.00. Rent is payable in advance on or before the first day of each month, and such additional rental as may become due under the terms hereof, as hereinafter more particularly specified. A service charge of one and one-half percent (1 1/2%) per month will be added to amounts fifteen (15) days or more past due. Rent will increase by \$50.00 per month annually starting two years after the effective date of this agreement.

b. **SECURITY:** No security deposit will be required from Lessee.

6. **PROPERTY TAXES:**

a. Except as provided in subdivision b., below, Lessor shall pay all real property taxes and all other assessments and parcel taxes levied upon or against the leased premises, during the term hereof, by the City of Woodlake, the County of Tulare, the State of California or any political subdivision thereof, appearing on the tax statements of the City of Woodlake and the County of Tulare, if any.

b. Notwithstanding subdivision a., herein, Lessee understands that the leasehold interest which she has in the premises creates a taxable possessory interest and agrees that she shall be responsible for any and all property taxes assessed against Lessee arising out of such possessory interest, and further agrees to keep current the possessory interest taxes assessed against Lessee and the leased premises. Lessee further agrees to indemnify and hold harmless Lessor from and against all taxes, assessments, penalties and charges arising out of her possessory interest of the leasehold premises and assets, whichever is applicable.

7. **WASTE:** Lessee shall not commit any waste or suffer any waste to be committed to the leased premises. Lessee shall not cause, suffer or permit any nuisance to exist on or in said premises at any time. Lessee, and Lessee's employees, agents and invitees shall conform to, comply with and faithfully obey all ordinances of the City of Woodlake, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises. At all times, Lessee shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted, and at the end of said term, or on the sooner termination of this Lease, Lessee shall quit and surrender said premises to the Lessor in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted. Lessee's taking possession of the premises on the commencement of the lease term shall constitute Lessee's acknowledgment that the premises are in good condition.

8. **IMPROVEMENTS AND ALTERATIONS:** Lessee shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as Lessee shall desire for the proper and efficient operation of Lessee's business; provided, however, that no alterations or changes shall be made without the prior written consent of Lessor; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of Lessee. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in and on the leased premises and become the property of Lessor; provided, however, that Lessee shall have the right to remove all trade fixtures which Lessee may own or place in and on the leased premises during the lease term, provided that Lessee shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effective before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by Lessee on or before the expiration of the term hereof.

9. **LIENS:** Lessee shall not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the Lessor reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that Lessor may deem necessary or proper to protect Lessor's title in and to said premises against any such liens.

10. **UTILITIES:** Lessee shall pay for gas, electric, telephone, and other charges for all other public utilities and services, including, without limitation, lights, light bulbs, power, and janitorial

services that are incurred by Lessee. Lessor will cover sewer, water, refuse and internet services.

11. **REPAIRS AND MAINTENANCE BY LESSOR:** Lessor and Lessor's agents and employees shall have the right at all reasonable times, with twenty-four (24) hours notice to Lessee, of ingress to and egress from the leased premises to carry out and perform Lessor's obligations hereunder and for such other purposes as may be reasonably necessary in connection with the operation of said building, and for the purpose of examining said premises and effecting alterations, additions, improvements, repairs or to remodel the same, all without any abatement of rent, and may for such purposes erect scaffolding deemed necessary by Lessor. Lessee shall not claim, or be allowed, or be paid, any damages for inconvenience occasioned thereby. Lessor shall maintain roof, exterior walls, structural foundation, internal and external plumbing, electrical, permanent light fixtures, heating and air conditioning, landscaping and driveway. All other items will be the responsibility of the Lessee.

Lessee will notify the Lessor's Maintenance Department of any repairs and Lessor shall have 24 hours to respond, except in cases of emergencies in which Lessor shall make its best effort to respond immediately.

12. **REPAIRS AND MAINTENANCE BY LESSEE:** Lessee shall, at their sole cost, keep and maintain in a good and safe condition said premises and every part thereof, excepting as identified in Paragraph 11 above, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code.

13. **INSPECTION:** Lessor, or Lessor's agents, shall have the right of ingress to and egress from the leased premises at all reasonable times, with twenty-four (24) hours notice to Lessee, during the lease term for the purpose of inspecting the same. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair.

14. **DESTRUCTION OF BUILDING:** If any improvements, including buildings and other structures, located on the premises are damaged or destroyed during the term of this Lease, the following shall be applicable:

a. If the damage or destruction is caused by a peril against which fire and extended coverage insurance is carried, Lessor shall repair that damage as soon as reasonably possible and restore the premises and improvements to substantially the same condition as existed before the damage or destruction, regardless of whether the insurance proceeds are sufficient to cover the actual cost of repair and restoration. If insurance has lapsed or not been carried, Lessor shall be solely responsible for the full cost and expense of necessary repairs.

b. Notwithstanding any other provision of this Lease, if any improvement located on the premises are damaged or destroyed to such an extent that it will cost more than \$20,000.00 to repair or replace them, and the damage or destruction is caused by a peril against which insurance is not required to be carried by this lease, Lessor may terminate this Lease by giving Lessee written notice of termination. The notice must be given with 60 days after occurrence of the damage or destruction.

c. Lessor and Lessee shall have the right to terminate this Lease if the premises are damaged or destroyed from any cause whatsoever, insured or uninsured, and the laws then in existence do not permit the repair or restoration of the premises provided for in this Agreement.

d. Either party may terminate this Lease, pursuant to the terms of this section, by giving written notice of termination to the other not later than 30 days after occurrence of the event giving rise to the right to terminate under this section, and termination shall be effective as of the date of the notice of termination. In the event of a termination under subsection b, Lessee shall not be entitled to collect any insurance proceeds attributable to insurance policies covering the premises or improvements, except those proceeds attributable to Lessee's personal property and trade fixtures.

e. If this Lease is terminated pursuant to this section, rent, taxes, assessments, and other sums payable by Lessee to Lessor under this lease shall be prorated as of the termination date. If any taxes, assessments, or rent has been paid in advance by Lessee, Lessor shall refund it to Lessee for the unexpired period for which the payment has been made.

f. Any and all repairs and restoration of improvements required by this section shall be commenced by Lessor, as the case may be, within a reasonable time after occurrence of the damage or destruction requiring the repairs or restoration; shall be diligently pursued after being commenced; and shall be completed within a reasonable time after the loss. If Lessor is required under this lease to perform the repairs and restoration, Lessor shall cause the repairs and restoration to be completed not later than 180 days after occurrence of the event causing destruction or Lessee shall have the right to terminate this Lease.

g. If the damage or destruction to the premise is caused by a peril against which insurance is not carried under this Lease, rent shall be abated only for the time and to the extent Lessee is prevented from occupying the premises for the uses authorized in this Lease.

h. If the damage or destruction is caused by a peril against which insurance is carried, Lessee shall continue to pay the full amount of rent required under this Lease notwithstanding the fact that damage or destruction renders the premises either partially or completely uninhabitable for the uses authorized by this Lease.

15. **INDEMNIFICATION:** Lessor shall not be liable in any manner for any loss, damage or injury to the person or property of said Lessee, or Lessee's agents or employees, or to persons invited to and permitted by Lessee to come upon or about the leased premises, sidewalks, entryways and parking areas or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said Lessee, or Lessee's agents or employees. Lessee agrees to indemnify and save harmless Lessor from any and all such liability, damage, cost and expense, to protect Lessor against any claim, to defend Lessor against any such claim that may be made, or any action that may be brought against said Lessor relating to the leased premises, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs. Lessee further agrees that Lessor shall not be liable or accountable to any person and particularly, without limitation, to Lessee or any one claiming



under or through Lessee for any damage occasioned by or from plumbing, gas, water, steam, sewerage, electrical wiring, pipes or other apparatus or the bursting, leaking or running of any water closet, tank, plumbing, or other damage occasioned, being, or coming down, upon said leased premises and improvements from the roof, or any skylight, trapdoor or elsewhere from act or neglect of any person or occupant or adjacent or contiguous property, except as to an intentional or negligent act of Lessor, its agents or employees.

Lessee shall not be liable in any manner for any loss, damage or injury to the person or property of said Lessor, or Lessor's agents or employees, or to persons invited to and permitted by Lessor, to come upon or about the leased premises, sidewalks, entryways, driveways and parking areas or adjacent property, or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said Lessor, or Lessor's agents or employees. Lessor agrees to indemnify and save harmless Lessee from any and all such liability, damage, cost and expense, to protect Lessee against any claim therefor, to defend Lessee against any such claim that may be made, or any action that may be brought against said Lessee relating to the leased premises, sidewalk, entryway, driveways, parking areas or adjacent property, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs.

Lessee shall not and does hereby agree not to conduct any activities or keep any materials, substances or articles in or about the premises which will or may impair or invalidate, or increase the premium costs of insurance policies that may be carried by the Lessor.

16. **LIABILITY INSURANCE:** Lessee agrees to obtain and keep in full force during the term hereof of this Agreement, at Lessee's expense, public liability and property damage insurances with companies and through brokers approved by Lessor to protect against liability for any public incident due to the use of and/or resulting from any accident occurring in or about said premises. Such insurance shall be not less than one million dollars (\$1,000,000.00) for any one public liability accident nor less than five hundred thousand dollars (\$500,000.00) for any one property damage incident. These policies shall be issued to the joint benefit of Lessor and Lessee. Lessor shall be furnished with copies of all said insurance policies and all endorsements thereto, and with appropriate certificates evidencing the insurance coverage afforded thereby, at the time of signature and execution of this Lease. Said policies shall provide the above described coverage, shall not be canceled without Lessor approval, and shall not be canceled without sixty (60) days prior written notice to Lessor.

17. **USE OF PREMISES:** Lessee shall use the leased premises for the purpose of conducting therein and thereon the maintenance and operations needed for the Exeter District Ambulance and for no other purpose whatsoever without the written consent of Lessor.

18. **ASSIGNMENT AND SUBLEASE:** Lessee shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof, without first obtaining the written consent of Lessor to do so. Any transfer or assignment of this Lease by operation of law without the written consent of Lessor shall make this Lease voidable at the option of Lessor.

19. **LESSEE'S DEFAULT:**

- Lessee:
- a. The occurrence of any of the following shall constitute a default by
    - (1) Failure to pay rent when due, if the failure continues for three (3) days after notice of default has been given to Lessee.
    - (2) Abandonment and vacation of the premises failure to occupy and operate the premises for ten (10) consecutive days shall be deemed an abandonment and vacation, except as provided in Paragraph 14, above.
    - (3) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to Lessee. If the default cannot reasonably be cured within ten (10) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

Lessor, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lessor at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor within ten (10) days after notice to Lessee from Lessor that said sum has been paid; and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Lessor until Lessor is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive, but are cumulative in addition to any remedies now or later allowed by law. Lessor may continue this Lease in full force and effect, and the Lease shall continue in effect as long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to collect rent when due. During the period Lessee is in default, Lessor can enter the premises and re-let them, or any part of them, to third parties for Lessee's account. Lessee shall be liable immediately to Lessor for all costs Lessor incurs in re-letting the premises, including, without limitation, broker's commissions, expenses of remodeling the premises required by the re-letting, and all other associated costs. Re-letting may be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay to Lessor the rent due under this Lease on the dates the rent is due, less the rent Lessor receives from any re-letting. No act by Lessor allowed by this paragraph shall terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease. After Lessee's default and for as long as Lessor does not terminate Lessee's right to possession of the premises, if Lessee obtains Lessor's written consent, Lessee shall have the right to assign or sublet Lessee's interest in this Lease, but Lessee shall not be released from liability, Lessor's consent to a proposed assignment or subletting.

If Lessor elects to re-let the premises as provided in this paragraph, rent that Lessor receives from re-letting shall be applied to the payment of first, any indebtedness from Lessee to Lessor other than rent due Lessee; second, all costs, including for maintenance, incurred by Lessor in re-letting; and third, rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Lessor receives from re-letting shall be held by Lessor and applied in payment of future rent as rent becomes due under this Lease. In no event shall Lessee be entitled to any excess

rent received by Lessor. If, on the date rent is due under this Lease, the rent received from the re-letting is less than the rent due on that date from Lessee, Lessee shall pay to Lessor, in addition to the remaining rent due, all costs, including for maintenance, Lessor incurred in re-letting that remain after applying the rent received from the re-letting as provided in this paragraph.

b. In the event of default, Lessor can terminate Lessee's right to possession of the premises at any time. No act by Lessor other than giving notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession. Upon termination, Lessor has the right to recover from Lessee:

(1) The value, at the time of the award, of the unpaid rent that had been accrued at the time of termination of this Lease;

(2) The value, at the time of the award, of the amount by which the unpaid rent that would have been accrued after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided;

(3) The value, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; and,

(4) Any other amount, and Court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

"The value, at the time of the award," as used in subparagraphs (1) and (2) of this paragraph, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The value, at the time of the award," as referred to in subparagraph (3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

20. **LESSOR'S DEFAULT:** Lessor shall in no event be in default in the performance of any of its obligations contained in this Lease unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying where Lessor has failed to perform any such obligation.

21. **SUBORDINATION OF LEASE:** Lessee agrees that this Lease is and shall always be subordinate to any mortgage, deed of trust, or other instrument of security which has been or shall be placed on the land and building, of which the demised premises form a part, and such subordination is hereby made effective without any further act by Lessee. In the event any foreclosure proceedings are brought on any mortgage, deed of trust or other instrument of security to which this Lease is subordinate, Lessee agrees that the holder of such instrument of security, or transferee under a trustee or foreclosure sale, shall have the option of continuing this Lease upon the same terms, covenants and conditions herein contained.

22. **ATTORNEY'S FEES:** In the event it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorney's fees incurred in connection with such legal proceedings. Any action or proceeding brought by any party to enforce the terms or conditions of this Agreement shall be brought in Tulare County, California.

23. **BANKRUPTCY:** Either the appointment of a receiver to take possession of all or substantially all of the assets of the Lessee, a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall, at the option of the Lessor, constitute a breach of the Lease by the Lessee and shall entitle the Lessor to immediately cancel or terminate the Lease, in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises leased but shall forthwith quit and surrender the premises, and Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or moneys received from Lessee or others on behalf of Lessee.

24. **CONDEMNATION:** If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible for occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the leased part remaining after the condemnation bears to the value of the leased premises at the date of condemnation. If all of the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part or all of the leased premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Lessor and the Lessee shall have no claim thereto, and the Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereby by reason of the condemnation of all, or a part of the leased premises.

25. **PARKING AREA:** Lessee shall have the right to use any walk, driveway or parking area which is a part of the leased premises. In connection with the parking area, Lessee shall have the nonexclusive right to use the common parking area. The commercial building, as identified in Exhibit A, is subject to certain non-exclusive easements for ingress and egress over and across portions of the parking.

26. **SIGNS:** Lessee shall not permit or suffer signs, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of the premises, or on the building, except as authorized in writing by the Lessor.

27. **TIME OF ESSENCE:** Time is of the essence for each and every covenant herein contained.

28. **HOLDING OVER:** If Lessee should hold possession of said premises or any part

thereof, after the expiration of the term of this Lease, then such holding over shall constitute an unlawful detainer by Lessee, and any holding over shall be deemed a tenancy from month to month only, upon the same terms, covenants and conditions herein stipulated, except that the monthly rental shall be two times the rent on the last month's rent.

29. **WAIVER OF BREACH:** In the event Lessor shall waive one or more breaches of any of the terms of this Lease, Lessor shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to Lessor are cumulative and the election of Lessor to proceed under any one or any number of such remedies shall in no manner abrogate Lessor's right to maintain or enforce any or all of the remaining rights or remedies herein given to Lessor.

30. **BINDS SUCCESSORS:** This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

31. **NOTICES:** All notices, demands and requests from Lessor to Lessees shall be given in writing to Lessee, Exeter District Ambulance, \_\_\_\_\_, or personally served.

All notices, demands and requests from Lessee to Lessor shall be given to Lessor, WOODLAKE FIRE DISTRICT, Attention: Fire Chief, at 216 E. Naranjo Blvd., Woodlake, California, 93286, or personally served on Fire Chief.

32. **ENTIRE AGREEMENT:** This Lease and its Exhibit referenced herein contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid. Modifications to this Agreement can only be made if they are in writing and signed by all parties.

33. **ABANDONMENT OF PERSONAL PROPERTY:** If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

34. **VALIDITY:** If any term or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

35. **SIGNATURES:** IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written.

The Lessee agrees to lease the premises from Lessor on the terms and conditions set forth above, acknowledges that she has inspected the premises and that the premises are in good order and repair.

**LESSEE:**

**Exeter District Ambulance**

**Confirmed by:**

\_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

The Lessor agrees to lease the premises to Lessee on the terms and conditions set forth above, and acknowledges receipt of proof of insurance, pursuant to Paragraph 16 of this Agreement.

**LESSOR:**

**Woodlake Fire District**

**Confirmed by:**

\_\_\_\_\_  
Shane Headrick, Board President

\_\_\_\_\_  
Anthony Perez, Fire Chief

Date\_\_\_\_\_

Date\_\_\_\_\_



## WorkLifeMatters<sup>SM</sup>

*Comprehensive Employee Assistance Program (EAP) Services*

WorkLifeMatters is **FREE** for employers who offer three or more qualified lines of Guardian coverages.

EAP Services	Guardian's EAP Program - WorkLifeMatters
<b>Counseling Services</b>	
National toll-free 800 number	Yes (Employer and employee)
Dedicated website	Yes
Referrals to local counselors	Yes, up to 3 face-to-face sessions free of charge
<b>**Work Issues**</b>	Yes
<b>**Personal Issues**</b>	Yes
<b>**Education**</b>	Yes
<b>**Dependent Care/Caregiving**</b>	Yes
<b>**Lifestyle and Fitness Management**</b>	Yes
<b>**Legal &amp; Financial**</b>	Yes
<b>**Pet Care**</b>	Yes
<b>**Grief Assistance**</b>	Yes
<b>**Drug &amp; Alcohol**</b>	Yes
<b>**Parenting**</b>	Yes
Support implementing drug-free workplace program	Yes
<b>Communication Materials</b>	
Employer welcome kit	Yes
Employee announcement letter	Yes
Posters to announce program	Yes (English and Spanish)
Employee program brochure	Yes (English and Spanish)
EAP wallet cards (detachable from brochure)	Yes
Employee newsletter	Yes, monthly
Supervisor newsletter	Yes, monthly
EAP posters	Yes, monthly (English and Spanish)
Special email alerts	Yes

WorkLife Matters<sup>SM</sup> Program services are provided by Integrated Behavioral Health, Inc., and its contractors. Guardian does not provide any part of WorkLife Matters<sup>SM</sup> Program services. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the WorkLife Matters<sup>SM</sup> Program at any time without notice.



EAP Services	Guardian's EAP Program - WorkLifeMatters
<b>Legal &amp; Financial Services</b>	
Telephonic consultations with financial professionals	Yes
**Budgeting**	Yes
**Tax Consultation/Preparation**	Yes
**Debt/Credit Counseling**	Yes
**Real Estate**	Yes
Office or telephone consultation with attorney	Yes (initial 30 minute; if attorney retained, 25% discount off normal hourly rate on legal fees)
**Civil/Consumer Issues**	Yes
**Criminal Matters**	Yes
**Immigration**	Yes
Assistance with document preparation (ie. will preparation)	Yes
Dedicated website	Yes
<b>Training &amp; Seminars (Organizational Development)</b>	
Webinars	Yes
Videos	Yes
Powerpoint presentations	Yes

### More reasons to choose Guardian for employee benefits needs.

WorkLife Matters<sup>SM</sup> Program services are provided by Integrated Behavioral Health, Inc., and its contractors. Guardian does not provide any part of WorkLife Matters<sup>SM</sup> Program services. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the WorkLife Matters<sup>SM</sup> Program at any time without notice.



# Basic Term Life

RATES per \$1,000					
Census	Life Rate	AD&D Rate	Volume	Monthly Premium	Annual Premium
15	\$0.270	\$0.040	\$300,000	\$93.00	\$1,116.00
Dependent Life	Units	Monthly Premium	Annual Premium	Total Annual Premium	
\$4.240	3	\$12.72	\$152.64	\$1,268.64	
Rate Guarantee	2 Years				
Minimum Participation	Contributory plans assume a minimum of 75% participation of eligible employees. Non-contributory plans assume a minimum of 100% participation of eligible employees.				
Evidence of Insurability	Medical Underwriting may be required for amounts in excess of Guaranteed issue amount. Future entrants age 70 and over are limited to \$10,000 of life insurance without evidence of insurability.				
Guarantee Issue	\$20,000				

BENEFITS					
	All Eligible Employees				
<b>Employee Benefit</b>	\$20,000				
<b>Enhanced Employee AD&amp;D</b>	100% of Life Benefit to a maximum of \$20,000				
<b>Common Carrier</b>	Included				
<b>Spouse Benefit</b>	\$10,000				
<b>Child Benefit</b>	\$10,000				
<b>Infant Benefit</b>	\$2,000				
<b>Dependent Age Limits</b>	14 Days to 26 years (26 if full time student). Infant age: Birth to 14 days				
<b>Accelerated Life</b>	75% of the death benefit, Minimum: \$10,000, Maximum: \$250,000				
<b>Waiver of Premium</b>	If disabled, insurance will continue until age 65 or no longer disabled.				
<b>Portability</b>	Included with Evidence of Insurability				
<b>Seatbelt/Airbag</b>	Employee: \$10,000/\$15,000, Dependent: \$5,000/\$7,500				
<b>Conversion</b>	Included				
<b>Benefit Reduction (of original amount)</b>	<table> <tr> <th>Age</th><th>Reduction</th></tr> <tr> <td>75</td><td>50%</td></tr> </table>	Age	Reduction	75	50%
Age	Reduction				
75	50%				

PLAN HIGHLIGHTS	
<b>Enhanced AD&amp;D Features Include:</b>	
• Education & Retraining Benefit	• Repatriation Benefit
• Day Care Expense	• Seatbelt & Airbag Benefit
	• Catastrophic Loss
	• Exposure Disappearance
	• Child Education Benefit
	• Common Carrier

IMPORTANT NOTES	
Rates and premiums are based on the employee data submitted. Final rates and premiums are based on the plan and employee/dependent data provided on the enrollment forms. State specific requirements may apply.	
<ul style="list-style-type: none"> <li><b>Waiver:</b> Insured must be totally disabled prior to age 60 and remain totally disabled from their own occupation through an elimination period of 9 months and for 2 years after, and remain totally disabled from any occupation thereafter.</li> <li>Portability ceases on attainment of age 70.</li> <li>Seatbelt/Airbag benefit will be limited to \$30,000 for combined Life and AD&amp;D amounts.</li> <li>Dependent life insurance will not take effect if a dependent, other than a newborn, is confined to the hospital or other health care facility or is unable to perform the normal activities of someone of like age and sex.</li> </ul>	

SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS	
<b>Life Plan</b> <ul style="list-style-type: none"> <li>In order to be eligible for coverage: Employees must be legally working: (a) in the United States or (b) outside the United States, for a US based employer, in a country or region approved by Guardian.</li> <li>Employees must be working full-time on the effective date of coverage; otherwise, coverage becomes effective after the completion of the specific waiting period GC-Life-15-1.0 (Life 2016).</li> <li>Evidence of Insurability is required for all late enrollees. Benefit increases may require underwriting.</li> </ul>	

(continued)

**SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS (continued)****Accidental Death and Dismemberment Plan**

- We pay no Accidental Death and Dismemberment benefits for an insured where death or dismemberment occurs as the result of a disease or a bodily infirmity; through willful self-injury; by declared or undeclared war, act of war, armed aggression, or while a member of armed forces; while legally intoxicated; while participating in civil disorder or committing a felony; traveling on any type of aircraft while having any duties on that aircraft; while voluntarily using a non prescription controlled substance GC-ADD-15-1.0 (ADD 2016).
- Guardian Group Basic Term Life Insurance is underwritten by The Guardian Life Insurance Company of America, New York, NY and will not be effective until approved by a Guardian underwriter. Optional riders and/or features may incur additional costs. This proposal is subject to satisfactory financial evaluation. #2016-24622(exp. 4/18). Please refer to certificate of coverage for full plan description; plan documents are the final arbiter of coverage.



**MINUTES**  
**Exeter District Ambulance**  
**Governing Board**  
**REGULAR MEETING**

District Office Meeting Room  
 302 E. Palm St., Exeter, CA 93221  
 Monday, October 29<sup>th</sup>, 2018, 5:45pm

President	Adam Pfenning
Vice President	VACANT
Secretary	Diana Mendez
Board Member	Tony Miller
Board Member	VACANT

**Present:** Adam Pfenning (AP), Tony Miller (TM), Diana Mendez (DM),  
**Also Present:** District Counsel Hilda Montoy (HM), District Manager Peter Sodhy (PS)

**OPENING**

- Call to Order – Mr. Pfenning at 5:47pm
- Roll Call – Mr. Pfenning
- Pledge of Allegiance – Mr. Pfenning

**AGENDA APPROVAL**

A motion was made (DM) and seconded (TM). 3-0-2.

**PUBLIC COMMENT**

1. No comments from the public

**CONSENT CALENDAR**

- A. **Approval of Meeting Minutes for Regular Meeting of September, 2018**
- B. **Approval of Collections/Write Offs—October 2018**

A motion was made (DM) and seconded (TM). 3-0-2.

**PUBLIC HEARINGS**

- None

**UNFINISHED BUSINESS**

- None

**NEW BUSINESS**

- A. **Audit Report presentation from M Green and Company, LLC**

District Manager reported that the audit is not yet complete or ready for presentation. The audit company is confident that it will be ready for presentation in a week.

- B. **Reports from District Accountant (informational only)**

1. Monthly Income Statement: September 2018
2. Profit and Loss Summary: September 2018

District Accountant was unable to attend the meeting. However, financials for the period were distributed in the meeting packet. District Manager noted that revenues have started to increase reflecting the increase in transports that began over a month ago. Expenses have also been kept at a reasonable level largely by having caught up with major repairs for the vehicles. The most important is that so far, there has been no need to tap into the Money Market funds as approved by the board recently.

- C. **District Operations Overview**

The District Manager summarized the written overview as included in the full board packet. This covered the controlling bodies within Tulare County and their relationship from the Board of Supervisors down through CCEMSA to dispatch and EDA. There was a discussion of compliance, fines, and how policies and county procedures are created and enforced. Jackie Paull of LifeStar was in attendance and added some information to the discussion and largely

**D. Expansion of Woodlake Operations: consider proposal to expand operations**

1. Consider and vote on proposed MOU from the city
2. Consider and vote on proposed Lease from the Fire District

Both the MOU and Lease proposal were included in the full board packet. District Counsel had some questions and concerns about ensuring that there was no confusion about the district subsidizing service to outside communities. The District Manager will do a financial and service delivery analysis to ensure a clear understanding, to present at the next meeting. Jackie Paull of LifeStar, while supporting such a move by EDA, recommended that the ambulances provide coverage in the following deployment: Exeter 24 hr, Farmersville 12 hr, Woodlake 12 hr, and Lindsay/Lemon Cove 24 hr. This was a suggestion only based on limited information. While the board was in favor of proceeding, there was a request made for an estimate of station start up costs as well as any other associated startup expenses. A response to the MOU and Lease proposal will be formulated after those items are presented at the next meeting. No vote was necessary.

As a result of the delay in the audit report, as well as availability of the Union draft MOU, the board discussed adding a Special Meeting early in November. It was agreed that should the audit report and the draft MOU be ready in time, a Special Meeting may be called November 12, at 4pm

**BOARD MEMBER REPORTS AND REQUESTS FOR AGENDA ITEMS**

AP noted that he would check into what it takes to get on the list to perform Fire Standby next year for the areas EDA holds coverage responsibility. This should be added as an agenda item for the next regular meeting.

**REPORTS FROM THE DISTRICT MANAGER (INFORMATIONAL ONLY)**

- A. District Operations**
- B. Compliance Update**
- C. Three Rivers Update**

The District Manager began by noting that due to the sheer number of issues related to and caused by the cutover from CommCAD to RNDB, CCEMSA has opted to not examine or enforce appeals for August and September at present. This means that while EDA has already appealed all 8 issues for August, we will not actually know if we are in compliance or not until these are evaluated. Furthermore, integration issues are preventing data from updating Vista which means that there are no September appeals possible for now. Data is still not flowing so October is equally blank. CCEMSA has taken the step to cancel the regular Q1 meeting until these are resolved. There is no timetable as yet.

On the positive side, EDA's September numbers again show an improvement in transports to an average of 8.97 per day, although it is likely that October will not be able to match that high level. The District Manager reported that quarterly staff evaluations have started up once more with the anticipation that these will be completed by the end of November.

The community of Three Rivers is now working to find ways to offset lodging, utility, and meal expenses to have non-resident medics stay in town as part of the planned solo ALS unit. This will take some time to pull together but the resident community groups are showing very positive response to this plan.

**PUBLIC COMMENT REGARDING CLOSED SESSION**

1. No public comments

**CLOSED SESSION – 6:58pm****A. Conference with Legal Counsel – Existing Litigation**

Pursuant to Government Code Section 54956.9

Jennifer Rios v. Exeter District Ambulance

**B. Conference with Labor Negotiator pursuant to Government Code Section 54957.6**

Agency Negotiator: District Counsel and District Manager

Employee Organization: Teamsters Local 517

**RECONVENE TO OPEN SESSION; REPORT FROM CLOSED SESSION, IF ANY – 7:16pm**

The settlement agreement was approved by the board.

**ADJOURNMENT**

Motion to adjourn (DM) seconded (TM) at 7:31pm. 3-0-2.

**Next Regular Meeting: November 26, 2018**

**MINUTES CERTIFICATION**

I, Diana Mendez, Board Secretary, Exeter District Ambulance, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the Board meeting held on the first date above at Meeting Room 302 E. Palm Street, Exeter, CA.

Date: November 12<sup>th</sup>, 2018

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Diana Mendez  
Board Secretary