



ALPINE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING

DIRECTOR EASTERLING
DIRECTOR PRICE
DIRECTOR TAYLOR
DIRECTOR WILLIS
DIRECTOR MEHRER

WEDNESDAY
APRIL 19, 2022
5:00 P.M.

FIRE CHIEF BRIAN BOGGLIN
CLERK OF THE BOARD ERIN DOOLEY

FIRE STATION 17 MEETING ROOM
1364 TAVERN ROAD
ALPINE, CA 91901

**THIS BOARD OF DIRECTORS REGULAR
SCHEDULED MEETING WILL BE HELD
AT THE
ALPINE STATION 17
1364 TAVERN ROAD
ALPINE, CA. 91901**

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings; please email Admin@AlpineFire.org to request an electronic copy.

Packet documents are also posted online on our website: www.AlpineFire.org.



ALPINE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING

DIRECTOR EASTERLING
DIRECTOR PRICE
DIRECTOR TAYLOR
DIRECTOR WILLIS
DIRECTOR MEHRER

TUESDAY
APRIL 19, 2022
5:00 P.M.

FIRE CHIEF BRIAN BOGGELN
CLERK OF THE BOARD ERIN DOOLEY

FIRE STATION 17 MEETING ROOM
1364 TAVERN ROAD
ALPINE, CA 91901

DISABLED ACCESS TO MEETING: *A request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. Any such request must be made to the Clerk of the Board at 619-445-2635 at least 24-hours before the meeting.*

WRITINGS DISTRIBUTED TO THE BOARD: *Pursuant to Government Code 54957.5, written materials distributed to the Board of Directors in connection with this agenda will be available to the public at the Alpine Fire Protection District Administration Office located at 1364 Tavern Road, Alpine, CA 91901. In addition, supporting documentation (including attachments referenced in the agenda) is available for viewing on the Alpine Fire Protection District website – www.alpinefire.org*

- 1) CALL TO ORDER AND DETERMINATION OF A QUORUM**
- 2) PLEDGE OF ALLEGIANCE AND INVOCATION**
- 3) APPROVAL OF AGENDA**
- 4) PUBLIC COMMENT AND DISCUSSION**

Members of the public may address the Board during public comment on a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the District. The President of the Board will call on the member of the public at the appropriate time and allow the member of the public to provide live comment. On their own initiative or in response to questions posed by the public, board members may ask a question for clarification; provide reference to staff or other resources for factual information or request staff to report back to the Board at a subsequent meeting. A member of the Board may take action to direct staff to place a matter of business on a future agenda. The District limits each speaker to 3 minutes per subject or topic.

- 1. **Attending in Person:** Submitting a speaker slip to the Clerk of the Board.*

5) CONSENT CALENDAR

- 5.1 - Approve the Minutes: Board Meeting – March 15, 2022(pg.4)
- 5.2 - Financial Reports – March (pg.8)
- 5.3 - Cash Flow Report – March (pg.27)
- 5.4 - Investment Portfolio Report – March (pg.29)
- 5.5 - Monthly Incident Statistics – March (pg.30)

6) ACTION AGENDA ITEMS

- 6.1 - Authorization to purchase (1) Zoll-X Series Monitor/Defibrillator using American Rescue Plan Act (ARPA) funding in the amount of \$37,659.07**
Staff Report: Chief Boggeln (pg.31)
- 6.2 - Resolution #21/22-20: Report to the Board of Directors on State Mandated Educational and Residential Occupancies.**
Staff Report: Fire Marshal McBroom (pg.41)



7) REPORTS – INFORMATION ONLY

- 7.1 – Directors' Report
- 7.2 – Fire Chief
- 7.3 – Fire Marshal
- 7.4 – Alpine Firefighters Association - Local 2638
- 7.5 – Committee Reports

8) ADJOURNEMENT

NOTIFICATION OF NEXT MEETING

Next regular meeting will be held:

May 17, 2022 at 5:00 p.m.

Alpine Fire Station 17 (meeting room)

1364 Tavern Road, Alpine CA 91901

CERTIFICATION OF POSTING

I certify that on April 14, 2022, I posted a copy of the foregoing Agenda near the regular meeting place of the Board of Directors of Alpine Fire Protection District, said time being at least 72-hours in advance of the Regular Meeting of the Board of Directors. (Govt. Code Section 54954.2)

Executed at Alpine, California, on April 14, 2022.

Erin Dooley

Erin Dooley, Clerk of the Board



ALPINE FIRE PROTECTION DISTRICT MINUTES

DIRECTOR EASTERLING
DIRECTOR PRICE
DIRECTOR TAYLOR
DIRECTOR WILLIS
DIRECTOR MEHRER

TUESDAY
MARCH 15, 2022
5:00 P.M.

FIRE CHIEF BRIAN BOGGELN
CLERK OF THE BOARD ERIN DOOLEY

FIRE STATION 17 MEETING ROOM
1364 TAVERN ROAD
ALPINE, CA 91901

DISABLED ACCESS TO MEETING: *A request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. Any such request must be made to the Clerk of the Board at 619-445-2635 at least 24-hours before the meeting.*

WRITINGS DISTRIBUTED TO THE BOARD: *Pursuant to Government Code 54957.5, written materials distributed to the Board of Directors in connection with this agenda will be available to the public at the Alpine Fire Protection District Administration Office located at 1364 Tavern Road, Alpine, CA 91901. In addition, supporting documentation (including attachments referenced in the agenda) is available for viewing on the Alpine Fire Protection District website – www.alpinefire.org*

1) CALL TO ORDER AND DETERMINATION OF A QUORUM

Board Members arriving after the meeting begins will be noted PRESENT at the point in which they arrive. Board Members leaving the meeting will be noted ABSENT at the point that they leave and PRESENT at the point they reenter the meeting.

The meeting was called to order at 5:00pm by Director Taylor. Roll call by Clerk of the Board Erin Dooley. Directors in attendance: Taylor, Mehrer. Directors in attendance by phone: Easterling, Price. Board Members absent: Willis. Also present, Fire Chief Brian Boggeln, Legal Counsel Steve Fitch, Fire Marshal Jason McBroom, and Local 2638 President Shane Ozbirn.

2) PLEDGE OF ALLEGIANCE AND INVOCATION

Led by Director Taylor

3) APPROVAL OF AGENDA

Motion to approve the agenda with the change of item 7.6 to read FY 22/23 instead of FY 23/24.

(M/Easterling 2nd/Mehrer Approved 4-0)

Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0); Absent (1) Willis

4) PUBLIC COMMENT AND DISCUSSION

Members of the public may address the Board during public comment on a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the District. The President of the Board will call on the member of the public at the appropriate time and allow the member of the public to provide live comment. On their own initiative or in response to questions posed by the public, board members may ask a question for clarification; provide reference to staff or other resources for factual information or request staff to report back to the Board at a subsequent meeting. A member of the Board may take action to direct staff to place a matter of business on a future agenda. The District limits each speaker to 3 minutes per subject or topic.



1. **Attending Remotely:** Typing their name in the “Chat” box in Zoom and indicate the agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the District.
2. **Attending in Person:** Submitting a speaker slip to the Clerk of the Board.
Shown on PowerPoint.

5) CONSENT CALENDAR

- 5.1 - Approve the Minutes: Board Meeting – February 15, 2022(pg.4)
- 5.2 - Approve the Minutes: Special Board Meeting – March 9, 2022 (pg.6)
- 5.3 - Financial Reports – February (pg.8)
- 5.4 - Cash Flow Report – February (pg.26)
- 5.5 - Investment Portfolio Report – February (pg.28)
- 5.6 - Monthly Incident Statistics – February (pg.30)

Motion to approve Consent Calendar as submitted.

(M/Easterling 2nd/Mehrer Approved 4-0)

Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0); Absent (1) Willis

6) DISCUSSION AGENDA ITEMS

- 6.1 - **FY 2022/2023 Budget Update**
Staff Report: Chief Boggeln (pg. 30)
Fire Chief Boggeln gave an update on the FY 22/23 Budget and the upcoming schedule.
- 6.2 - **Station 17 Utility Cost Review**
Staff Report: Chief Boggeln (pg. 31)
Fire Chief Boggeln gave an update on the questions from the last board meeting regarding utility costs, which with rising costs, are normal.

7) ACTION AGENDA ITEMS

- 7.1 - **Consideration to Approve Resolution #21/22-16 to Implement Teleconferencing Requirements During a Proclaimed State of Emergency Under Government Code Section 54953.**
Resolution (pg. 35)
Motion to approve Resolution #21/22-16 as submitted.
(M/Easterling 2nd/Mehrer Approved 4-0)
Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0); Absent (1) Willis
- 7.2 - **Adoption of Alpine Fire Protection District/San Diego County Fire Mitigation Fee Program.**
 - a. **Resolution #21/22-17**
Staff Report: Fire Marshal McBroom (pg. 37)
Motion to approve Resolution #21/22-17 as submitted.
(M/Easterling 2nd/Mehrer Approved 4-0)
Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0); Absent (1) Willis
- 7.3 - **Adopt Revisions and Updates to the Alpine Fire Protection District Conflict-of-Interest Code**
 - a. **Resolution #21/22-18**
Staff Report: Chief Boggeln (pg. 39)



Motion to approve Resolution #21/22-18 as submitted.
(M/Easterling 2nd/Mehrer Approved 4-0)
Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0);
Absent (1) Willis

- **Director Price joined meeting in person at 5:21pm.**

7.4 - Annual Review and Adoption of Special Benefit Tax for Fire Protection and Emergency Services (Fiscal Year 2022-2023)

a. Resolution #21/22-19

Staff Report: Fire Marshal McBroom (pg.47)

Motion to approve Resolution #21/22-19 as submitted.

(M/Easterling 2nd/Mehrer Approved 4-0)

Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0);
Absent (1) Willis

7.5 - Appointment of Debbie Pinhero to Administrative Director and Ratification of Memorandum of Understanding between the Alpine Fire Protection District and Administrative Director Debbie Pinhero.

(pg.50)

Motion to appoint Debbie Pinhero to Administrative Director.

(M/Easterling 2nd/Mehrer Approved 4-0)

Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0);
Absent (1) Willis

7.6 - Presentation and Possible Action For Additional Staffing in FY 23/24

Staff Report and Presentation by Chief Boggeln (pg.63)

Fire Chief Boggeln gave presentation on Squad 17. Local 2638 President Ozbirn spoke on the item and the union is in full support. Direction to move forward with proposal by Director Easterling, Director Mehrer, Director Price and Director Taylor.

8) REPORTS – INFORMATION ONLY

8.1 – Directors’ Report

None.

8.2 – Fire Chief

Gave apparatus update. Apparatus Committee is meeting on future apparatus. Gave update on Duty Chief staff.

8.3 – Fire Marshal

Updated board on AB-38 Inspections, the new Fire Code that will need to be board approved, and most recent update on Southern Indian Health Counsels dead trees.

8.4 – Alpine Firefighters Association - Local 2638

Local 2638 President Shane Ozbirn updated on the Boot Drive and congratulated Firefighter/Paramedic Kyle Stetter on his recent employment. Captain Lavigne spoke on the upcoming Burn Institute Demolition Derby. Firefighter Ross and gave report on upcoming Blood Drive at the station.

8.5 – Committee Reports

None.

9) ADJOURNEMENT

Motion to adjourn at 5:55pm.

(M/Easterling 2nd/Price Approved 4-0)

Roll Call Vote: Aye (4) Easterling, Taylor, Price, Mehrer; Nay (0); Abstaining (0); Absent (1) Willis

NOTIFICATION OF NEXT MEETING



Next regular meeting will be held:
April 19, 2022 at 5:00 p.m.
Alpine Fire Station 17 (meeting room)
1364 Tavern Road, Alpine CA 91901

Minutes Approved:

Board Secretary

Date

ALPINE FIRE PROTECTION DISTRICT

04/12/22

Balance Sheet

Accrual Basis

As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · COUNTY OF SAN DIEGO	
1000.01 · Gen. 310100-47500	
Committed for UAL (CalPERS)	100,000.00
Committed for Vac-Sick Liabilit	120,000.00
Committed for Capital Accrual	225,840.35
Assigned for Capital Projects	98,500.00
1000.01 · Gen. 310100-47500 - Other	1,870,182.32
Total 1000.01 · Gen. 310100-47500	2,414,522.67
1000.02 · Mitig.310135-47505	
Committed for Capital accrual	117,958.03
Assigned for Capital Accrual	54,808.30
Total 1000.02 · Mitig.310135-47505	172,766.33
Total 1000 · COUNTY OF SAN DIEGO	2,587,289.00
1001 · OTHER A/C'S	
1001.07 · CB&T Checking - 8473	38,333.24
1001.04 · CB&T-(Workers Comp)	15,042.43
1101.06 · CB&T Money Plus	
General	244,621.65
Assigned Building/Veh (budget)	63,580.00
Assigned Cap Veh Rep Fund (OES)	181,125.74
Assigned BuildAccrual Fund (08)	90,000.00
Assigned EquipAccrual Fund (09)	38,600.00
Committed Capital Apparatus	418.03
Total 1101.06 · CB&T Money Plus	618,345.42
1101.09 · CB&T Savings (Grant)	500.53
Total 1001 · OTHER A/C'S	672,221.62
Total Checking/Savings	3,259,510.62
Accounts Receivable	
1003 · *Accounts Receivable	-120.21
Total Accounts Receivable	-120.21
Other Current Assets	
1002 · OTHER CURRENT ASSETS	
1002.1 · LAIF 17-37-006	
General	1,064.35
Committed Funds	764,258.01
Committed SRPL Funds	5,417.55
Total 1002.1 · LAIF 17-37-006	770,739.91
1002.2 · PASIS-Risk Pool Deposit	516,195.34
1002.6 · Petty Cash	76.00
1002.65 · Change Account	100.00
1002.10 · Multi-Bank Securities	
Securities	99,000.00
Market Value of Portfolio FL	251.46
Total 1002.10 · Multi-Bank Securities	99,251.46
1002.13 · P1R-354391 - Comerica AFPD fund	
Securities (Fixed Income)	1,779,815.18
Market Value of Portfolio FL	-49,393.53
Money Market	163,138.92
Total 1002.13 · P1R-354391 - Comerica AFPD fund	1,893,560.57

ALPINE FIRE PROTECTION DISTRICT

04/12/22

Balance Sheet

Accrual Basis

As of March 31, 2022

	Mar 31, 22
1002.14 · P1R-114381 - Comerica SRPL fund	
Securities	287,000.00
Market Value of Portfolio FL	-29,123.94
Money Market	7,226.84
Total 1002.14 · P1R-114381 - Comerica SRPL fund	265,102.90
1002.15 · Deferred Outflows of Resources	1,862,674.00
1002.16 · 268609000 - US Bank MM	
Money Market	7,110.05
Total 1002.16 · 268609000 - US Bank MM	7,110.05
Total 1002 · OTHER CURRENT ASSETS	5,414,810.23
Total Other Current Assets	5,414,810.23
Total Current Assets	8,674,200.64
Fixed Assets	
1600 · FIXED ASSETS	
1600.04 · Equipment & Vehicles	3,034,585.00
1600.05 · Structures and Improvements	4,525,887.00
1600.07 · Accumulated Depreciation	-3,614,041.00
Total 1600 · FIXED ASSETS	3,946,431.00
Total Fixed Assets	3,946,431.00
TOTAL ASSETS	12,620,631.64
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	3,953.68
Total Accounts Payable	3,953.68
Credit Cards	
2002 · CREDIT CARDS	
CalCard (Brian Boggeln -1835)	993.99
Total 2002 · CREDIT CARDS	993.99
Total Credit Cards	993.99
Other Current Liabilities	
1800 · Market value of portfolio	-73,934.44
2003 · OTHER LIABILITIES	
2003.12 · SRPL Mitigation Funds	252,766.43
Total 2003 · OTHER LIABILITIES	252,766.43
2100 · PAYROLL LIABILITIES	
2100.26 · PERS Safety Add'l 1%	7,236.45
2100.04 · CalPERS Retirement - Company	69.98
2100.21 · CalPERS Retirement - Employee	185.32
2100.07 · Long Term Disability	-8.29
2100.16 · Life Insurance - Company	19.26
2100.17 · Supplemental Life Insurance	115.82
2100.22 · Health Benefits {ER}	-2,079.42
2100.23 · Reportable Health Coverage {EE}	635.10
Total 2100 · PAYROLL LIABILITIES	6,174.22
Total Other Current Liabilities	185,006.21
Total Current Liabilities	189,953.88
Long Term Liabilities	

ALPINE FIRE PROTECTION DISTRICT

Balance Sheet

04/12/22

As of March 31, 2022

Accrual Basis

	Mar 31, 22
2500 · LONG TERM LIABILITIES	
2500.12 · Capital One UAL Bond Issue	5,278,000.00
2500.11 · ACCRUED CLAIMS LIABILITY	195,800.00
2500.01 · Compensated Absences	98,537.10
2500.06 · Net Pension Liability Plan 959	988,189.00
2500.07 · Net Pension Liability Plan 958	69,754.00
2500.08 · Net Pension Liab. Plan 23014	7,058.00
2500.09 · Net Pension Liab. Plan 23190	635.00
2500.10 · Deferred Inflows of Resources	705,660.00
Total 2500 · LONG TERM LIABILITIES	7,343,633.10
Total Long Term Liabilities	7,343,633.10
Total Liabilities	7,533,586.98
Equity	
1110 · Retained Earnings	-102,834.09
3000 · OPENING BAL EQUITY	-320,460.00
3002 · UNRESERVED and UNDESIGNATED	
3002.01 · General Fund Balance	1,553,545.88
3002.02 · Mitigation Fee Fund	2,703.00
Total 3002 · UNRESERVED and UNDESIGNATED	1,556,248.88
3007 · Investment in Fixed Assets	4,266,891.00
3009 · Prior Period Adjustment	500.00
Net Income	-313,301.13
Total Equity	5,087,044.66
TOTAL LIABILITIES & EQUITY	12,620,631.64

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Income				
4000 · COUNTY OF S.D.				
4000.01 · 1% Property Tax	2,376,620.88	3,605,714.00	-1,229,093.12	65.9%
4000.02 · Interest-General Fund	5,120.46	17,000.00	-11,879.54	30.1%
4000.03 · Mitigation Fees	54,358.18	25,000.00	29,358.18	217.4%
4000.04 · Interest-Mitigation Fund	450.12	750.00	-299.88	60.0%
4000.05 · Benefit Fee-Alpine	322,838.91	538,094.00	-215,255.09	60.0%
4000.06 · 1% Refunds	-11,931.37	-19,000.00	7,068.63	62.8%
Total 4000 · COUNTY OF S.D.	2,747,457.18	4,167,558.00	-1,420,100.82	65.9%
4002 · INTEREST INCOME				
.1 · California Bank & Trust	64.35	100.00	-35.65	64.4%
.2 · PASIS	881.32	5,000.00	-4,118.68	17.6%
.3 · Investments	33,195.11	40,000.00	-6,804.89	83.0%
.4 · LAIF	782.94	5,000.00	-4,217.06	15.7%
.6 · SRPL	2,758.26	0.00	2,758.26	100.0%
Total 4002 · INTEREST INCOME	37,681.98	50,100.00	-12,418.02	75.2%
4005 · OTHER INCOME				
.01 · Plan Check	24,234.00	11,000.00	13,234.00	220.3%
.02 · First Responder	13,437.81	13,000.00	437.81	103.4%
.04 · Other	1,486.14	45,000.00	-43,513.86	3.3%
.08 · Ambulance Sub-Lease(Restricted)	60,000.00	120,000.00	-60,000.00	50.0%
.09 · ALS Agreement (Restricted)	25,800.00	35,000.00	-9,200.00	73.7%
.11 · Vehicle Reimbursements	188,926.31	15,000.00	173,926.31	1,259.5%
.13 · Strike Team Personnel Reimb.	547,222.71	10,000.00	537,222.71	5,472.2%
.14 · Other Strike Team Reimb.	200,379.83	1,000.00	199,379.83	20,038.0%
Total 4005 · OTHER INCOME	1,061,486.80	250,000.00	811,486.80	424.6%
4006 · GRANT INCOME				
4006.04 · CountySD				
SHGP 2021	0.00	13,964.00	-13,964.00	0.0%
SHGP 2020	0.00	13,616.00	-13,616.00	0.0%
Total 4006.04 · CountySD	0.00	27,580.00	-27,580.00	0.0%
4006.11 · Sempra Energy - CERT	2,000.00			
4006.14 · Alpine Fire Foundation	0.00	11,200.00	-11,200.00	0.0%
Total 4006 · GRANT INCOME	2,000.00	38,780.00	-36,780.00	5.2%
Total Income	3,848,625.96	4,506,438.00	-657,812.04	85.4%
Expense				
5003 · GRANT EXPENSES				
5003.04 · CountySD				
SHSP 2021	0.00	13,964.00	-13,964.00	0.0%
SHSP 2020	13,630.00	13,616.00	14.00	100.1%
Total 5003.04 · CountySD	13,630.00	27,580.00	-13,950.00	49.4%
5003.14 · Alpine Fire Foundation				
Other Awards	993.99	0.00	993.99	100.0%
5003.14 · Alpine Fire Foundation - Other	0.00	11,200.00	-11,200.00	0.0%
Total 5003.14 · Alpine Fire Foundation	993.99	11,200.00	-10,206.01	8.9%
Total 5003 · GRANT EXPENSES	14,623.99	38,780.00	-24,156.01	37.7%
5000 · SALARIES				
5000.01 · Payroll	1,136,893.71	1,670,924.00	-534,030.29	68.0%
5000.02 · OVERTIME				
Critical Weather	4,906.36	27,741.00	-22,834.64	17.7%
FLSA	22,716.59	33,733.00	-11,016.41	67.3%
Reimbursable	1,437.96	0.00	1,437.96	100.0%
Sick Coverage	27,194.72	72,126.00	-44,931.28	37.7%
Strike Team	433,904.11	109,000.00	324,904.11	398.1%
Training	7,504.57	18,864.00	-11,359.43	39.8%
Unclassified-Meetings, etc	2,170.98	16,644.00	-14,473.02	13.0%
Vacation-Holiday Coverage	155,859.04	221,926.00	-66,066.96	70.2%
Worker's Comp Coverage	12,438.84	8,322.00	4,116.84	149.5%
Total 5000.02 · OVERTIME	668,133.17	508,356.00	159,777.17	131.4%
Total 5000 · SALARIES	1,805,026.88	2,179,280.00	-374,253.12	82.8%
5002 · EMPLOYEE BENEFITS				
5002.01 · Educational Incentive	78,139.84	81,977.00	-3,837.16	95.3%

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
5002.02 · Vacation/Sick Leave Expense	8,334.21	38,000.00	-29,665.79	21.9%
5002.03 · Medicare / Employer Exp	26,363.37	36,998.00	-10,634.63	71.3%
5002.04 · Retirement - Pers	225,673.75	322,573.00	-96,899.25	70.0%
5002.4a · Retirement UAL Payments	998,110.00	498,110.00	500,000.00	200.4%
5002.05 · Group Medical Ins	229,327.30	340,361.00	-111,033.70	67.4%
5002.06 · Life Insurance	4,393.38	4,590.00	-196.62	95.7%
5002.07 · LTD Insurance	4,405.61	6,120.00	-1,714.39	72.0%
5002.08 · Social Security(Employer)	483.33	5,659.00	-5,175.67	8.5%
5002.09 · Payroll Expenses	2,214.25	0.00	2,214.25	100.0%
5002.10 · Retirement 401 (a)	2,395.25	5,000.00	-2,604.75	47.9%
Total 5002 · EMPLOYEE BENEFITS	1,579,840.29	1,339,388.00	240,452.29	118.0%
5006 · UNEMPLOYMENT	0.00	500.00	-500.00	0.0%
5007 · CLOTHING				
5007.01 · Uniforms				
Uniforms	1,890.27	12,300.00	-10,409.73	15.4%
Total 5007.01 · Uniforms	1,890.27	12,300.00	-10,409.73	15.4%
5007.02 · Boots	175.09	3,420.00	-3,244.91	5.1%
5007.03 · Turn Outs/Helmets	6,770.01	25,570.00	-18,799.99	26.5%
5007.04 · Wildland gear	700.73	3,280.00	-2,579.27	21.4%
Total 5007 · CLOTHING	9,536.10	44,570.00	-35,033.90	21.4%
5008 · COMMUNICATION				
5008.01 · HCFA ,RCS - Internet	109,125.64	113,314.00	-4,188.36	96.3%
5008.02 · Mobile Communications	2,059.61	2,975.00	-915.39	69.2%
5008.03 · Mobile Data Terminals	4,449.36	4,590.00	-140.64	96.9%
5008.05 · Emergency Operations Center EOC	1,492.34	200.00	1,292.34	746.2%
Total 5008 · COMMUNICATION	117,126.95	121,079.00	-3,952.05	96.7%
5009 · PASIS (Workers Comp)				
5009.01 · Administrative	84,878.00	92,584.00	-7,706.00	91.7%
5009.02 · Claim Related	57,124.62	125,000.00	-67,875.38	45.7%
Total 5009 · PASIS (Workers Comp)	142,002.62	217,584.00	-75,581.38	65.3%
5010 · HOUSEHOLD	3,500.56	5,500.00	-1,999.44	63.6%
5011 · FAIRA	38,726.70	38,461.00	265.70	100.7%
5012 · MAINTENANCE - EQUIPMENT				
5012.01 · E17 KME (2015)	25,942.18	26,292.00	-349.82	98.7%
5012.02 · E217 KME (2002)	37,172.88	42,639.00	-5,466.12	87.2%
5012.03 · B217 International (2002)	79.61	7,995.00	-7,915.39	1.0%
5012.3B · B17 Hi-Tech (2019)	4,463.38	6,995.00	-2,531.62	63.8%
5012.04 · 4709 U17 Ford F-250 (2018)	1,212.39	5,206.00	-3,993.61	23.3%
5012.05 · Rescue Tools	26.94	1,515.00	-1,488.06	1.8%
5012.06 · Hydrant	162.75	125.00	37.75	130.2%
5012.07 · Generator	547.00	2,060.00	-1,513.00	26.6%
5012.08 · SCBA - Compressor	2,136.63	1,851.00	285.63	115.4%
5012.09 · Portable Extinguishers	313.95	174.00	139.95	180.4%
5012.10 · Ladder Testing	0.00	3,240.00	-3,240.00	0.0%
5012.11 · Misc.Equipment	712.44	1,000.00	-287.56	71.2%
5012.12 · Fuel	27,001.56	28,074.00	-1,072.44	96.2%
5012.13 · Foam (Class A/B)	1,889.39	2,000.00	-110.61	94.5%
5012.14 · Fire Hose/Hose Packs	59.26	2,500.00	-2,440.74	2.4%
5012.15 · Vehicle Maintenance Software	1,477.00	1,701.00	-224.00	86.8%
5012.16 · Air Compressor - Station	764.06	1,320.00	-555.94	57.9%
5012.18 · 4706 Ford Ranger (2007)	17.10	1,300.00	-1,282.90	1.3%
5012.19 · SCBA's	874.79	3,280.00	-2,405.21	26.7%
5012.21 · 4701 Dodge Ram Truck 0966(2012)	2,226.87	2,800.00	-573.13	79.5%
5012.22 · 4702 Dodge Ram Truck 0965(2012)	739.75	3,500.00	-2,760.25	21.1%
5012.23 · 4705 2020Ford Exp/2021 EQ Maint	0.00	1,850.00	-1,850.00	0.0%
Total 5012 · MAINTENANCE - EQUIPMENT	107,819.93	147,417.00	-39,597.07	73.1%
5013 · MAINTENANCE - RADIOS				
5013.01 · Maintenance Contract	1,863.00	3,500.00	-1,637.00	53.2%
5013.02 · Other radio maintenance	0.00	2,000.00	-2,000.00	0.0%
Total 5013 · MAINTENANCE - RADIOS	1,863.00	5,500.00	-3,637.00	33.9%
5014 · MAINTENANCE - STRUCTURES				
5014.01 · Station 17				
Station Maintenance	16,162.60	20,075.00	-3,912.40	80.5%
5014.01 · Station 17 - Other	22.96	0.00	22.96	100.0%
Total 5014.01 · Station 17	16,185.56	20,075.00	-3,889.44	80.6%

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
5014.02 · HVAC Maintenance	1,385.00	2,200.00	-815.00	63.0%
5014.03 · Apparatus Bay Doors & Gates	175.00	4,900.00	-4,725.00	3.6%
5014.04 · Alarm System	4,953.50	4,521.00	432.50	109.6%
5014.05 · Plymovent	0.00	1,800.00	-1,800.00	0.0%
5014.06 · Gym Equipment	225.00	1,350.00	-1,125.00	16.7%
5014.07 · Grounds Maintenance	382.03	3,800.00	-3,417.97	10.1%
Total 5014 · MAINTENANCE - STRUCTURES	23,306.09	38,646.00	-15,339.91	60.3%
5015 · MEDICAL SUPPLIES				
5015.01 · Disposable Supplies	339.75	3,500.00	-3,160.25	9.7%
5015.04 · Defib.maintenance	3,975.00	5,025.00	-1,050.00	79.1%
5015.05 · Multi Casualty Trailer	0.00	300.00	-300.00	0.0%
5015.07 · Narcotic Disposal	626.00	923.00	-297.00	67.8%
Total 5015 · MEDICAL SUPPLIES	4,940.75	9,748.00	-4,807.25	50.7%
5016 · MEMBERSHIP	2,436.00	3,601.00	-1,165.00	67.6%
5018 · OFFICE EXPENSE				
5018.01 · Expendable Supplies	1,926.42	2,400.00	-473.58	80.3%
5018.02 · Postage	240.79	885.00	-644.21	27.2%
5018.03 · Office Equip.& Maintenance	29,933.26	43,233.00	-13,299.74	69.2%
5018.04 · CrewSense/ WebStaff maintenance	1,980.00	1,200.00	780.00	165.0%
Total 5018 · OFFICE EXPENSE	34,080.47	47,718.00	-13,637.53	71.4%
5019 · PROFESSIONAL FEES				
5019.01 · Legal Counsel	110,035.00	15,900.00	94,135.00	692.0%
5019.02 · Auditor	10,670.00	10,450.00	220.00	102.1%
5019.07 · Actuarial Services	0.00	1,500.00	-1,500.00	0.0%
Total 5019 · PROFESSIONAL FEES	120,705.00	27,850.00	92,855.00	433.4%
5023 · TRAINING				
5023.01 · Training Incidentals	1,734.08	2,360.00	-625.92	73.5%
5023.02 · Medical Training	982.00	4,000.00	-3,018.00	24.6%
5023.03 · HTF	12,199.00	14,351.00	-2,152.00	85.0%
5023.04 · Education	3,597.14	7,500.00	-3,902.86	48.0%
5023.05 · Workshops	0.00	4,510.00	-4,510.00	0.0%
Total 5023 · TRAINING	18,512.22	32,721.00	-14,208.78	56.6%
5025 · WORKSHOPS-MANAGEMENT				
5025.01 · Administrative	4,621.36	7,370.00	-2,748.64	62.7%
5025.02 · Chief Officers	0.00	6,550.00	-6,550.00	0.0%
5025.03 · Board Members	0.00	7,500.00	-7,500.00	0.0%
5025.04 · In House Training	3,305.00	5,855.00	-2,550.00	56.4%
5025.05 · Fire Prevention	0.00	2,000.00	-2,000.00	0.0%
Total 5025 · WORKSHOPS-MANAGEMENT	7,926.36	29,275.00	-21,348.64	27.1%
5028 · UTILITIES				
5028.01 · SDG&E	29,689.56	40,933.00	-11,243.44	72.5%
5028.02 · Telephone	1,715.48	2,500.00	-784.52	68.6%
5028.03 · Water	9,216.08	8,107.00	1,109.08	113.7%
5028.04 · Trash	923.40	1,312.00	-388.60	70.4%
5028.05 · Sewer	2,724.49	4,035.00	-1,310.51	67.5%
Total 5028 · UTILITIES	44,269.01	56,887.00	-12,617.99	77.8%
5030 · SPECIAL DISTRICT EXPENSE				
5030.01 · District Operations	4,154.82	7,730.00	-3,575.18	53.7%
5030.02 · Publishing	220.50	660.00	-439.50	33.4%
5030.04 · County Admin.Fees	8,952.39	50,565.00	-41,612.61	17.7%
5030.05 · Rehab-Fire Ground Meals	7,021.37	3,000.00	4,021.37	234.0%
5030.06 · FIT Tests/HepBC/Wellness	22,195.78	33,518.00	-11,322.22	66.2%
5030.08 · LAFCO Budget	2,335.09	2,348.00	-12.91	99.5%
5030.10 · Web Site	765.00	1,020.00	-255.00	75.0%
5030.11 · Recruitment-New Hires	414.00	0.00	414.00	100.0%
Total 5030 · SPECIAL DISTRICT EXPENSE	46,058.95	98,841.00	-52,782.05	46.6%
5031 · DIRECTORS FEES	5,000.00	8,580.00	-3,580.00	58.3%
5032 · FIRE PREVENTION				
5032.01 · Public Education	191.33	4,500.00	-4,308.67	4.3%
5032.02 · Supplies	1,254.30	3,485.00	-2,230.70	36.0%
5032.03 · Classes	40.00	1,300.00	-1,260.00	3.1%
5032.04 · Mapping	952.19	1,150.00	-197.81	82.8%

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Total 5032 · FIRE PREVENTION	2,437.82	10,435.00	-7,997.18	23.4%
5035 · UNCAPITALIZED EQUIPMENT				
Communications	2,105.94	3,760.00	-1,654.06	56.0%
Facilities	9,012.24	8,065.00	947.24	111.7%
Total 5035 · UNCAPITALIZED EQUIPMENT	11,118.18	11,825.00	-706.82	94.0%
5037 · CAPITAL EXP. - EQUIPMENT				
Command Vehicle	21,069.22	60,500.00	-39,430.78	34.8%
Station	0.00	35,515.00	-35,515.00	0.0%
Total 5037 · CAPITAL EXP. - EQUIPMENT	21,069.22	96,015.00	-74,945.78	21.9%
5038 · CONTINGENCY FUND	0.00	129,263.00	-129,263.00	0.0%
5039 · EMERGENCY FUND	0.00	5,000.00	-5,000.00	0.0%
5050 · INTERFUND TRANSFERS	0.00	-676,971.00	676,971.00	0.0%
5040 · FUND ACCURAL ACCOUNTS	0.00	438,945.00	-438,945.00	0.0%
Total Expense	4,161,927.09	4,506,438.00	-344,510.91	92.4%
Net Income	-313,301.13	0.00	-313,301.13	100.0%

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss

04/12/22

March 2022

Accrual Basis

	Mar 22
Income	
4000 · COUNTY OF S.D.	
4000.01 · 1% Property Tax	109,206.21
4000.05 · Benefit Fee-Alpine	13,183.14
4000.06 · 1% Refunds	-1,261.53
Total 4000 · COUNTY OF S.D.	121,127.82
4002 · INTEREST INCOME	
.1 · California Bank & Trust	8.15
.3 · Investments	3,999.17
.6 · SRPL	127.34
Total 4002 · INTEREST INCOME	4,134.66
4005 · OTHER INCOME	
.01 · Plan Check	2,963.86
Total 4005 · OTHER INCOME	2,963.86
Total Income	128,226.34
Expense	
5003 · GRANT EXPENSES	
5003.04 · CountySD SHSP 2020	10,107.89
Total 5003.04 · CountySD	10,107.89
5003.14 · Alpine Fire Foundation Other Awards	993.99
Total 5003.14 · Alpine Fire Foundation	993.99
Total 5003 · GRANT EXPENSES	11,101.88
5000 · SALARIES	
5000.01 · Payroll	127,237.16
5000.02 · OVERTIME	
Critical Weather	3,294.88
FLSA	2,540.46
Sick Coverage	2,357.52
Training	3,696.32
Unclassified-Meetings, etc	62.52
Vacation-Holiday Coverage	49,470.79
Worker's Comp Coverage	1,448.52
Total 5000.02 · OVERTIME	62,871.01
Total 5000 · SALARIES	190,108.17
5002 · EMPLOYEE BENEFITS	
5002.01 · Educational Incentive	1,976.43
5002.02 · Vacation/Sick Leave Expense	145.62
5002.03 · Medicare / Employer Exp	2,226.52
5002.04 · Retirement - Pers	23,550.35
5002.05 · Group Medical Ins	28,079.39
5002.06 · Life Insurance	448.04
5002.07 · LTD Insurance	503.73
5002.08 · Social Security(Employer)	49.60
5002.09 · Payroll Expenses	2,214.25
5002.10 · Retirement 401 (a)	227.50
Total 5002 · EMPLOYEE BENEFITS	59,421.43
5007 · CLOTHING	
5007.03 · Turn Outs/Helmets	218.00
Total 5007 · CLOTHING	218.00
5008 · COMMUNICATION	

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss

04/12/22

March 2022

Accrual Basis

	<u>Mar 22</u>
5008.01 · HCFA ,RCS - Internet	15,401.00
5008.03 · Mobile Data Terminals	483.95
Total 5008 · COMMUNICATION	15,884.95
5009 · PASIS (Workers Comp)	
5009.02 · Claim Related	3,735.16
Total 5009 · PASIS (Workers Comp)	3,735.16
5010 · HOUSEHOLD	466.47
5012 · MAINTENANCE - EQUIPMENT	
5012.09 · Portable Extinguishers	313.95
5012.11 · Misc.Equipment	373.55
5012.12 · Fuel	4,232.71
5012.14 · Fire Hose/Hose Packs	59.26
5012.16 · Air Compressor - Station	265.21
Total 5012 · MAINTENANCE - EQUIPMENT	5,244.68
5013 · MAINTENANCE - RADIOS	
5013.01 · Maintenance Contract	207.00
Total 5013 · MAINTENANCE - RADIOS	207.00
5014 · MAINTENANCE - STRUCTURES	
5014.01 · Station 17	
Station Maintenance	220.92
Total 5014.01 · Station 17	220.92
5014.04 · Alarm System	3,709.00
5014.06 · Gym Equipment	225.00
5014.07 · Grounds Maintenance	134.28
Total 5014 · MAINTENANCE - STRUCTURES	4,289.20
5015 · MEDICAL SUPPLIES	
5015.01 · Disposable Supplies	16.50
5015.07 · Narcotic Disposal	468.00
Total 5015 · MEDICAL SUPPLIES	484.50
5018 · OFFICE EXPENSE	
5018.01 · Expendable Supplies	172.43
5018.03 · Office Equip.& Maintenance	4,135.81
5018.04 · CrewSense/ WebStaff maintenance	1,188.00
Total 5018 · OFFICE EXPENSE	5,496.24
5019 · PROFESSIONAL FEES	
5019.01 · Legal Counsel	1,260.00
Total 5019 · PROFESSIONAL FEES	1,260.00
5023 · TRAINING	
5023.02 · Medical Training	250.00
5023.03 · HTF	3,588.00
Total 5023 · TRAINING	3,838.00
5025 · WORKSHOPS-MANAGEMENT	
5025.01 · Administrative	156.89
Total 5025 · WORKSHOPS-MANAGEMENT	156.89
5028 · UTILITIES	
5028.01 · SDG&E	3,160.67
5028.02 · Telephone	187.34
5028.03 · Water	493.89

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss

March 2022

	<u>Mar 22</u>
5028.04 · Trash	100.60
Total 5028 · UTILITIES	3,942.50
5030 · SPECIAL DISTRICT EXPENSE	
5030.01 · District Operations	125.76
5030.04 · County Admin.Fees	421.15
5030.05 · Rehab-Fire Ground Meals	215.60
5030.06 · FIT Tests/HepBC/Wellness	250.00
5030.10 · Web Site	85.00
5030.16 · Reimbursable expenses	0.00
Total 5030 · SPECIAL DISTRICT EXPENSE	1,097.51
5031 · DIRECTORS FEES	800.00
5032 · FIRE PREVENTION	
5032.02 · Supplies	129.51
5032.04 · Mapping	100.00
Total 5032 · FIRE PREVENTION	229.51
Total Expense	307,982.09
Net Income	<u><u>-179,755.75</u></u>

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 March 2022

	Date	Num	Name	Memo	Split	Amount
5003 - GRANT EXPENSES						
5003.04 - CountySD						
SHSP 2020						
	03/25/2022	8261350643	MOTOROLA SOLUTIONS INC	APX6000 XE Radios	2000 - Accounts Payable	10,107.89
Total SHSP 2020						10,107.89
Total 5003.04 - CountySD						10,107.89
5003.14 - Alpine Fire Foundation						
Other Awards						
	03/28/2022	0250283-IN	Kestrel	Kestrel 3500FW Fire Weather Meter (4); Kestrel 3550FW Meter with Link (1)	CalCard (Brian Boggeln -1835)	993.99
Total Other Awards						993.99
Total 5003.14 - Alpine Fire Foundation						993.99
Total 5003 - GRANT EXPENSES						11,101.88
5000 - SALARIES						
5000.01 - Payroll						
Total 5000.01 - Payroll						127,237.16
5000.02 - OVERTIME						
Critical Weather						
Total Critical Weather						3,294.88
FLSA						
Total FLSA						2,540.46
Sick Coverage						
Total Sick Coverage						2,357.52
Training						
Total Training						3,696.32
Unclassified-Meetings, etc						
Total Unclassified-Meetings, etc						62.52
Vacation-Holiday Coverage						
Total Vacation-Holiday Coverage						49,470.79
Worker's Comp Coverage						
Total Worker's Comp Coverage						1,448.52
Total 5000.02 - OVERTIME						62,871.01
Total 5000 - SALARIES						190,108.17
5002 - EMPLOYEE BENEFITS						
5002.01 - Educational Incentive						
Total 5002.01 - Educational Incentive						1,976.43
5002.02 - Vacation/Sick Leave Expense						
Total 5002.02 - Vacation/Sick Leave Expense						145.62
5002.03 - Medicare / Employer Exp						
Total 5002.03 - Medicare / Employer Exp						2,226.52
5002.04 - Retirement - Pers						
Total 5002.04 - Retirement - Pers						23,550.35
5002.05 - Group Medical Ins						
Total 5002.05 - Group Medical Ins						28,079.39
5002.06 - Life Insurance						
Total 5002.06 - Life Insurance						448.04
5002.07 - LTD Insurance						
Total 5002.07 - LTD Insurance						503.73

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 March 2022

	Date	Num	Name	Memo	Split	Amount
5002.08 · Social Security(Employer)						
Total 5002.08 · Social Security(Employer)						49.60
5002.09 · Payroll Expenses						
Total 5002.09 · Payroll Expenses						2,214.25
5002.10 · Retirement 401 (a)						
Total 5002.10 · Retirement 401 (a)						227.50
Total 5002 · EMPLOYEE BENEFITS						59,421.43
5007 · CLOTHING						
5007.03 · Turn Outs/Helmets						
	03/10/2022	1245	Sam Brown Shields	Sam Brown Shields	CalCard (Brian Boggeln -1835)	218.00
	03/22/2022	20693	Sam Brown Shields	VOID:	1001.07 · CB&T Checking - 8473	0.00
Total 5007.03 · Turn Outs/Helmets						218.00
Total 5007 · CLOTHING						218.00
5008 · COMMUNICATION						
5008.01 · HCFA ,RCS - Internet						
	03/01/2022	22ALPFPDN08	COUNTYSD-REGIONAL COMM SYS	FY21/22: 23 Fire radios @ 28.50 2022/02	2000 · Accounts Payable	655.50
	03/01/2022	22ALPFDC08	COUNTYSD-REGIONAL COMM SYS	FY21/22: 6 CAP Code for paging @ 2.50 each 2022/02	2000 · Accounts Payable	15.00
	03/11/2022	3/9-4/8/22	COX COMMUNICATIONS	Internet 3/9-4/8/22	2000 · Accounts Payable	151.04
	03/17/2022	16205	HEARTLAND COMMUNICATIONS	Q4 FY21/22 assessment, member, 15%	2000 · Accounts Payable	13,382.46
	03/17/2022	16205	HEARTLAND COMMUNICATIONS	Q4 FY21/22 CIP Fund, member, 15%	2000 · Accounts Payable	1,197.00
Total 5008.01 · HCFA ,RCS - Internet						15,401.00
5008.03 · Mobile Data Terminals						
	03/01/2022	9900852990	VERIZON WIRELESS	Acct -0007: MDC -0716, -0149, -4314 (4702), -4787 (4701)	2000 · Accounts Payable	228.06
	03/01/2022	9900852989	VERIZON WIRELESS	Acct -0007: MDC -0716, -0149, -4314 (4702), -4787 (4701)	2000 · Accounts Payable	255.89
Total 5008.03 · Mobile Data Terminals						483.95
Total 5008 · COMMUNICATION						15,884.95
5009 · PASIS (Workers Comp)						
5009.02 · Claim Related						
Total 5009.02 · Claim Related						3,263.44
Total 5009 · PASIS (Workers Comp)						3,263.44
5010 · HOUSEHOLD						
	03/02/2022	80710616	WAXIE SANITARY SUPPLY	Household Supplies	2000 · Accounts Payable	326.57
	03/13/2022	4905	COSTCO	Costco	CalCard (Brian Boggeln -1835)	139.90
Total 5010 · HOUSEHOLD						466.47
5012 · MAINTENANCE - EQUIPMENT						
5012.11 · Misc.Equipment						
	03/23/2022	14VQ-P1VT-1W7H	Amazon	Foam Ear Plugs	2000 · Accounts Payable	51.70
	03/31/2022	147104500	QUALITY LIFT TRUCKS	Annual Inspection Scissor Lift	2000 · Accounts Payable	310.00
Total 5012.11 · Misc.Equipment						361.70
5012.12 · Fuel						
	03/09/2022	S126024	DION & SONS	Diesel Fuel gals 600.10@ \$3.764	2000 · Accounts Payable	3,242.40
	03/09/2022	S126024	DION & SONS	Environmental Compliance Fee	2000 · Accounts Payable	9.50
	03/09/2022	S126024	DION & SONS	Fuel Surcharge	2000 · Accounts Payable	11.95
	03/09/2022	S126024	DION & SONS	SD County 7.75%	2000 · Accounts Payable	252.99
	03/09/2022	S126024	DION & SONS	Diesel Tax 5.75%	2000 · Accounts Payable	186.47
	03/09/2022	S126024	DION & SONS	State Highway Use Tax	2000 · Accounts Payable	233.40

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 March 2022

	Date	Num	Name	Memo	Split	Amount
	03/09/2022	S126024	DION & SONS	Federal Excise tax diesel	2000 · Accounts Payable	0.60
	03/09/2022	S126024	DION & SONS	Fed Excise tax & gas tax credit	2000 · Accounts Payable	0.00
	03/24/2022	79825191	WEX	U17: 28.51 gal @ 5.99 2022/03	2000 · Accounts Payable	171.03
	03/24/2022	79825191	WEX	Fed Gas tax \$5.22 & Fed Diesel tax \$0	2000 · Accounts Payable	-5.22
Total 5012.12 · Fuel						4,103.12
5012.14 · Fire Hose/Hose Packs						
	03/04/2022	IN1684547	MUNICIPAL EMERGENCY SERVICES INC	Hose Nozzle	2000 · Accounts Payable	59.26
Total 5012.14 · Fire Hose/Hose Packs						59.26
5012.16 · Air Compressor - Station						
	03/25/2022	26012	AIR-VAC SYSTEMS INC.	Maintenance 21/22	2000 · Accounts Payable	265.21
Total 5012.16 · Air Compressor - Station						265.21
Total 5012 · MAINTENANCE - EQUIPMENT						4,789.29
5013 · MAINTENANCE - RADIOS						
5013.01 · Maintenance Contract						
	03/01/2022	INV715143	DAY WIRELESS SYSTEMS	2022/03	2000 · Accounts Payable	207.00
Total 5013.01 · Maintenance Contract						207.00
Total 5013 · MAINTENANCE - RADIOS						207.00
5014 · MAINTENANCE - STRUCTURES						
5014.01 · Station 17						
Station Maintenance						
	03/03/2022	030322	REGIONAL ELITE PLUMBING	Labor: Snake all drains	2000 · Accounts Payable	185.00
	03/05/2022	38419/1	ACE HARDWARE INC	Parts for Ice Machine	2000 · Accounts Payable	14.41
	03/08/2022	38449/1	ACE HARDWARE INC	Snap Bolt	2000 · Accounts Payable	21.51
Total Station Maintenance						220.92
Total 5014.01 · Station 17						220.92
5014.04 · Alarm System						
	03/01/2022	22793411	JOHNSON CONTROLS	Fire alarm system MONITORING 5/1/2017 - 4/30/2022 2022/03	2000 · Accounts Payable	35.00
Total 5014.04 · Alarm System						35.00
5014.06 · Gym Equipment						
	03/03/2022	76430	PREMIER FITNESS SERVICE	Bi-Annual Preventative Maintenance	2000 · Accounts Payable	225.00
Total 5014.06 · Gym Equipment						225.00
5014.07 · Grounds Maintenance						
	03/18/2022	134	SITEONE	Site One	CalCard (Patrick Dotson -1963)	134.28
Total 5014.07 · Grounds Maintenance						134.28
Total 5014 · MAINTENANCE - STRUCTURES						615.20
5015 · MEDICAL SUPPLIES						
5015.01 · Disposable Supplies						
	03/15/2022	1VLK-KKXT-HVPD	Amazon	Pelican Case	2000 · Accounts Payable	16.50
Total 5015.01 · Disposable Supplies						16.50
5015.07 · Narcotic Disposal						
	03/01/2022	QT-KA-36677	KNOX COMPANY	1 Year Knox Cloud License	2000 · Accounts Payable	468.00
Total 5015.07 · Narcotic Disposal						468.00
Total 5015 · MEDICAL SUPPLIES						484.50
5018 · OFFICE EXPENSE						
5018.01 · Expendable Supplies						
	03/09/2022	9822	COSTCO	Business Card: Pinhero & Dooley	CalCard (Debbie Pinhero -5683)	47.39

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 March 2022

	Date	Num	Name	Memo	Split	Amount
	03/15/2022	1VLK-KKXT-HVPD	Amazon	Office Supplies	2000 · Accounts Payable	18.02
	03/16/2022	8935	COSTCO	Business Cards: Pinhero & Dooley	CalCard (Debbie Pinhero -5683)	47.39
	03/19/2022	11GJ-6X9W-FHCR	Amazon	Office Supplies	2000 · Accounts Payable	23.11
	03/19/2022	1XX6-9FK3-G1RY	Amazon	Office Supplies	2000 · Accounts Payable	36.52
Total 5018.01 · Expendable Supplies						172.43
5018.03 · Office Equip. & Maintenance						
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Managed Workstations: NOC Agent (10 comps @ \$45 - anti virus; logmein; MS updates) 2022/01	2000 · Accounts Payable	450.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Next Gen Endpoint Security	2000 · Accounts Payable	120.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Managed Server 1	2000 · Accounts Payable	250.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Managed VMware 1	2000 · Accounts Payable	50.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Next Gen Endpoint Security	2000 · Accounts Payable	24.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Office 365 Management	2000 · Accounts Payable	150.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	On premise BDR Solution	2000 · Accounts Payable	128.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Cloud Premium - Tier 3	2000 · Accounts Payable	138.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Site Support - remote and onsite	2000 · Accounts Payable	150.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Vendor Management	2000 · Accounts Payable	150.00
	03/01/2022	17660	EXCEDEO - IT SUPPORT PROS	Breach Prevention Platform	2000 · Accounts Payable	50.00
	03/01/2022	17660a	EXCEDEO - IT SUPPORT PROS	Sales Tax that wasn't added to last invoice	2000 · Accounts Payable	7.92
	03/02/2022	RI105241083	FP MAILING SOLUTIONS	Fedex for New Machine	2000 · Accounts Payable	32.33
	03/03/2022	AFPD-30322	GREEN SHREDDING	Pickup 3/3/22 + 4 extra boxes	2000 · Accounts Payable	70.00
	03/03/2022	17681	EXCEDEO - IT SUPPORT PROS_GOODS	Microsoft 365 Subscription	2000 · Accounts Payable	63.00
	03/03/2022	6628	Monoprice, Inc.	Electric Desk Stand	CalCard (Debbie Pinhero -5683)	215.47
	03/17/2022	17654	EXCEDEO - IT SUPPORT PROS_GOODS	Credit for Invoice # 17654	2000 · Accounts Payable	-88.37
	03/21/2022	468091319	USBANK (COPIER LEASE)	Sharp lease, 3/15-4/15/22	2000 · Accounts Payable	439.48
	03/21/2022	468091319	USBANK (COPIER LEASE)	Sales and use tax	2000 · Accounts Payable	34.07
	03/21/2022	455	ADOBE INC.	Adobe: Debbie	CalCard (Debbie Pinhero -5683)	12.99
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Managed Workstations: NOC Agent (10 comps @ \$45 - anti virus; logmein; MS updates) 2022/01	2000 · Accounts Payable	450.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Next Gen Endpoint Security	2000 · Accounts Payable	120.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Managed Server 1	2000 · Accounts Payable	250.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Managed VMware 1	2000 · Accounts Payable	50.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Next Gen Endpoint Security	2000 · Accounts Payable	24.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Office 365 Management	2000 · Accounts Payable	150.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	On premise BDR Solution	2000 · Accounts Payable	128.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Cloud Premium - Tier 3	2000 · Accounts Payable	136.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Site Support - remote and onsite	2000 · Accounts Payable	150.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Vendor Management	2000 · Accounts Payable	150.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Microsoft 365 (7)	2000 · Accounts Payable	21.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Breach Prevention Platform	2000 · Accounts Payable	50.00
	03/31/2022	17748	EXCEDEO - IT SUPPORT PROS	Sales tax	2000 · Accounts Payable	9.92
Total 5018.03 · Office Equip. & Maintenance						4,135.81
5018.04 · CrewSense/ WebStaff maintenance						
	03/08/2022	INV43009	CREWSENSE LLC	Annual 3/8/2022-3/7/2023	2000 · Accounts Payable	1,188.00
Total 5018.04 · CrewSense/ WebStaff maintenance						1,188.00
Total 5018 · OFFICE EXPENSE						5,496.24

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 March 2022

	Date	Num	Name	Memo	Split	Amount	
5023 · TRAINING							
5023.02 · Medical Training							
	03/28/2022	1015	Diamond Education	Quarter 1 CE Class	2000 · Accounts Payable	250.00	
Total 5023.02 · Medical Training						250.00	
5023.03 · HTF							
	03/01/2022	16094	HEARTLAND FIRE TRAINING-CITY OF EL CAJON	Operating fees 25% FY 21/22 Q3	2000 · Accounts Payable	2,864.00	
	03/01/2022	16094	HEARTLAND FIRE TRAINING-CITY OF EL CAJON	Member facility lease 25% FY 20/21 Q3	2000 · Accounts Payable	724.00	
Total 5023.03 · HTF						3,588.00	
Total 5023 · TRAINING							3,838.00
5025 · WORKSHOPS-MANAGEMENT							
5025.01 · Administrative							
	03/01/2022	20640	PINHERO, DEBBIE A	CSMFO Conference Mileage 199.8 Miles	1001.07 · CB&T Checking - 8473	111.89	
	03/10/2022	4142	COUNTYSD-TREASURER TAX COLLECTOR	Investment Symposium: Debbie	CalCard (Debbie Pinhero -5683)	45.00	
Total 5025.01 · Administrative						156.89	
Total 5025 · WORKSHOPS-MANAGEMENT							156.89
5028 · UTILITIES							
5028.01 · SDG&E							
	03/10/2022	90325906219 2022/03	SDG&E	Electric 2/5-3/8/22 9540 kWh (3.8% increase over prior month, 7.8% increase over prior year)	2000 · Accounts Payable	3,160.67	
Total 5028.01 · SDG&E						3,160.67	
5028.02 · Telephone							
	03/01/2022	298239	ESI_Estech Systems	2022/03	2000 · Accounts Payable	187.34	
Total 5028.02 · Telephone						187.34	
5028.03 · Water							
	03/18/2022	11561843 2/14-3/14/2	PADRE DAM (1364 TAVERN)	86831501 Commercial: 14 units (=same units usage from prior month)	2000 · Accounts Payable	214.48	
	03/18/2022	11561843 2/14-3/14/2	PADRE DAM (1364 TAVERN)	9478671 Irrigation: 21 units (= +21 units usage from prior month)	2000 · Accounts Payable	206.01	
	03/18/2022	11561843 2/14-3/14/2	PADRE DAM (1364 TAVERN)	Fire Sprinklers 2/15-3/15	2000 · Accounts Payable	73.40	
Total 5028.03 · Water						493.89	
5028.04 · Trash							
	03/01/2022	5901733-1584-7	WASTE MANAGEMENT	1 x 3yd (reg charge \$59.06) 2022/3	2000 · Accounts Payable	59.06	
	03/01/2022	5901733-1584-7	WASTE MANAGEMENT	1.5yd dumpster recycle (reg charge 41.54) 2022/3	2000 · Accounts Payable	41.54	
Total 5028.04 · Trash						100.60	
Total 5028 · UTILITIES							3,942.50
5030 · SPECIAL DISTRICT EXPENSE							
5030.01 · District Operations							
	03/10/2022	3759	BLM	NIFC Fire Cache	CalCard (Brian Boggeln -1835)	125.76	
Total 5030.01 · District Operations						125.76	
5030.04 · County Admin.Fees							
	03/21/2022		COUNTY OF SAN DIEGO 1%	Apport.#8 Supplemental Admin Cost	4000.01 · 1% Property Tax	421.15	
Total 5030.04 · County Admin.Fees						421.15	
5030.05 · Rehab-Fire Ground Meals							
	03/09/2022	5945	COSTCO	Costco	CalCard (Brian Boggeln -1835)	215.60	
Total 5030.05 · Rehab-Fire Ground Meals						215.60	
5030.06 · FIT Tests/HepBC/Wellness							

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 March 2022

	Date	Num	Name	Memo	Split	Amount
	03/08/2022	1276	FIRST ALARM WELLNESS	Direct Client Services:AFD02; 2.10.22, 2.28.22	2000 · Accounts Payable	250.00
Total 5030.06 · FIT Tests/HepBC/Wellness						250.00
5030.10 · Web Site						
	03/01/2022	5CF0ACE6-0016	STREAMLINE	3/1-4/1/22	2000 · Accounts Payable	85.00
Total 5030.10 · Web Site						85.00
5030.16 · Reimbursable expenses						
Total 5030.16 · Reimbursable expenses						0.00
Total 5030 · SPECIAL DISTRICT EXPENSE						1,097.51
5031 · DIRECTORS FEES						
Total 5031 · DIRECTORS FEES						800.00
5032 · FIRE PREVENTION						
5032.02 · Supplies						
	03/01/2022	3101	NATIONAL FIRE PROTECTION ASSOC.	NFPA	CalCard (Jason McBroom -1843)	129.51
Total 5032.02 · Supplies						129.51
5032.04 · Mapping						
	03/10/2022	9670	ESRI	ESRI	CalCard (Brian Boggeln -1835)	100.00
Total 5032.04 · Mapping						100.00
Total 5032 · FIRE PREVENTION						229.51
TOTAL						302,120.98

**ALPINE FIRE PROTECTION DISTRICT
Profit & Loss Prev Year Comparison**

March 2022

	Mar 22	Mar 21	\$ Change
Income			
4000 · COUNTY OF S.D.			
4000.01 · 1% Property Tax	109,206.21	115,155.47	-5,949.26
4000.05 · Benefit Fee-Alpine	13,183.14	22,664.40	-9,481.26
4000.06 · 1% Refunds	-1,261.53	-4,437.67	3,176.14
Total 4000 · COUNTY OF S.D.	121,127.82	133,382.20	-12,254.38
4002 · INTEREST INCOME			
.1 · California Bank & Trust	8.15	18.02	-9.87
.2 · PASIS	0.00	1,079.05	-1,079.05
.3 · Investments	3,999.17	3,999.12	0.05
.6 · SRPL	127.34	127.34	0.00
Total 4002 · INTEREST INCOME	4,134.66	5,223.53	-1,088.87
4005 · OTHER INCOME			
.01 · Plan Check	2,963.86	1,217.30	1,746.56
.04 · Other	0.00	216.93	-216.93
Total 4005 · OTHER INCOME	2,963.86	1,434.23	1,529.63
Total Income	128,226.34	140,039.96	-11,813.62
Expense			
5003 · GRANT EXPENSES			
5003.04 · CountySD			
SHSP 2020	10,107.89	0.00	10,107.89
SHGP 2019	0.00	133.97	-133.97
Total 5003.04 · CountySD	10,107.89	133.97	9,973.92
5003.14 · Alpine Fire Foundation			
Other Awards	993.99	1,468.49	-474.50
Total 5003.14 · Alpine Fire Foundation	993.99	1,468.49	-474.50
Total 5003 · GRANT EXPENSES	11,101.88	1,602.46	9,499.42
5000 · SALARIES			
5000.01 · Payroll	127,237.16	118,820.69	8,416.47
5000.02 · OVERTIME			
Critical Weather	3,294.88	0.00	3,294.88
FLSA	2,540.46	2,519.42	21.04
Paramedic Resource Pool	0.00	-1,129.44	1,129.44
Sick Coverage	2,357.52	2,305.44	52.08
Strike Team	0.00	-36,783.39	36,783.39
Training	3,696.32	0.00	3,696.32
Unclassified-Meetings, etc	62.52	0.00	62.52
Vacation-Holiday Coverage	49,470.79	9,413.04	40,057.75
Worker's Comp Coverage	1,448.52	0.00	1,448.52
Total 5000.02 · OVERTIME	62,871.01	-23,674.93	86,545.94
Total 5000 · SALARIES	190,108.17	95,145.76	94,962.41
5002 · EMPLOYEE BENEFITS			
5002.01 · Educational Incentive	1,976.43	0.00	1,976.43
5002.02 · Vacation/Sick Leave Expense	145.62	0.00	145.62
5002.03 · Medicare / Employer Exp	2,226.52	2,587.22	-360.70
5002.04 · Retirement - Pers	23,550.35	33,064.87	-9,514.52
5002.05 · Group Medical Ins	28,079.39	24,874.27	3,205.12
5002.06 · Life Insurance	448.04	313.00	135.04
5002.07 · LTD Insurance	503.73	412.26	91.47
5002.08 · Social Security(Employer)	49.60	72.47	-22.87
5002.09 · Payroll Expenses	2,214.25	0.00	2,214.25
5002.10 · Retirement 401 (a)	227.50	250.50	-23.00
Total 5002 · EMPLOYEE BENEFITS	59,421.43	61,574.59	-2,153.16
5007 · CLOTHING			
5007.03 · Turn Outs/Helmets	218.00	0.00	218.00
Total 5007 · CLOTHING	218.00	0.00	218.00
5008 · COMMUNICATION			
5008.01 · HCFA ,RCS - Internet	15,401.00	1,215.02	14,185.98
5008.02 · Mobile Communications	0.00	167.00	-167.00
5008.03 · Mobile Data Terminals	483.95	194.80	289.15
5008.06 · IPAD	0.00	56.55	-56.55

**ALPINE FIRE PROTECTION DISTRICT
Profit & Loss Prev Year Comparison**

March 2022

	Mar 22	Mar 21	\$ Change
Total 5008 · COMMUNICATION	15,884.95	1,633.37	14,251.58
5009 · PASIS (Workers Comp)			
5009.01 · Administrative	0.00	5,527.00	-5,527.00
5009.02 · Claim Related	3,735.16	5,771.56	-2,036.40
Total 5009 · PASIS (Workers Comp)	3,735.16	11,298.56	-7,563.40
5010 · HOUSEHOLD	466.47	470.74	-4.27
5012 · MAINTENANCE - EQUIPMENT			
5012.01 · E17 KME (2015)	0.00	42.26	-42.26
5012.02 · E217 KME (2002)	0.00	13,369.56	-13,369.56
5012.3B · B17 Hi-Tech (2019)	0.00	39.07	-39.07
5012.09 · Portable Extinguishers	313.95	0.00	313.95
5012.11 · Misc.Equipment	373.55	1,378.33	-1,004.78
5012.12 · Fuel	4,232.71	2,984.55	1,248.16
5012.14 · Fire Hose/Hose Packs	59.26	190.03	-130.77
5012.16 · Air Compressor - Station	265.21	0.00	265.21
5012.19 · SCBA's	0.00	431.05	-431.05
5012.23 · 4705 2020Ford Exp/2021 EQ Maint	0.00	463.58	-463.58
Total 5012 · MAINTENANCE - EQUIPMENT	5,244.68	18,898.43	-13,653.75
5013 · MAINTENANCE - RADIOS			
5013.01 · Maintenance Contract	207.00	237.00	-30.00
Total 5013 · MAINTENANCE - RADIOS	207.00	237.00	-30.00
5014 · MAINTENANCE - STRUCTURES			
5014.01 · Station 17			
Station Maintenance	220.92	780.97	-560.05
Grounds Maintenance	0.00	363.00	-363.00
Total 5014.01 · Station 17	220.92	1,143.97	-923.05
5014.02 · HVAC Maintenance	0.00	300.00	-300.00
5014.03 · Apparatus Bay Doors & Gates	0.00	247.00	-247.00
5014.04 · Alarm System	3,709.00	126.25	3,582.75
5014.06 · Gym Equipment	225.00	0.00	225.00
5014.07 · Grounds Maintenance	134.28	0.00	134.28
Total 5014 · MAINTENANCE - STRUCTURES	4,289.20	1,817.22	2,471.98
5015 · MEDICAL SUPPLIES			
5015.01 · Disposable Supplies	16.50	0.00	16.50
5015.07 · Narcotic Disposal	468.00	0.00	468.00
Total 5015 · MEDICAL SUPPLIES	484.50	0.00	484.50
5016 · MEMBERSHIP	0.00	158.00	-158.00
5018 · OFFICE EXPENSE			
5018.01 · Expendable Supplies	172.43	64.72	107.71
5018.03 · Office Equip.& Maintenance	4,135.81	2,747.18	1,388.63
5018.04 · CrewSense/ WebStaff maintenance	1,188.00	99.00	1,089.00
Total 5018 · OFFICE EXPENSE	5,496.24	2,910.90	2,585.34
5019 · PROFESSIONAL FEES			
5019.01 · Legal Counsel	1,260.00	2,105.29	-845.29
Total 5019 · PROFESSIONAL FEES	1,260.00	2,105.29	-845.29
5023 · TRAINING			
5023.02 · Medical Training	250.00	0.00	250.00
5023.03 · HTF	3,588.00	0.00	3,588.00
Total 5023 · TRAINING	3,838.00	0.00	3,838.00
5025 · WORKSHOPS-MANAGEMENT			
5025.01 · Administrative	156.89	675.00	-518.11
Total 5025 · WORKSHOPS-MANAGEMENT	156.89	675.00	-518.11
5028 · UTILITIES			
5028.01 · SDG&E	3,160.67	2,605.25	555.42
5028.02 · Telephone	187.34	196.63	-9.29
5028.03 · Water	493.89	863.16	-369.27
5028.04 · Trash	100.60	294.20	-193.60
Total 5028 · UTILITIES	3,942.50	3,959.24	-16.74
5030 · SPECIAL DISTRICT EXPENSE			

**ALPINE FIRE PROTECTION DISTRICT
Profit & Loss Prev Year Comparison**

March 2022

	Mar 22	Mar 21	\$ Change
5030.01 · District Operations	125.76	1,018.00	-892.24
5030.04 · County Admin.Fees	421.15	304.97	116.18
5030.05 · Rehab-Fire Ground Meals	215.60	0.00	215.60
5030.06 · FIT Tests/HepBC/Wellness	250.00	0.00	250.00
5030.10 · Web Site	85.00	85.00	0.00
5030.16 · Reimbursable expenses	0.00	0.00	0.00
Total 5030 · SPECIAL DISTRICT EXPENSE	1,097.51	1,407.97	-310.46
5031 · DIRECTORS FEES	800.00	500.00	300.00
5032 · FIRE PREVENTION			
5032.02 · Supplies	129.51	0.00	129.51
5032.04 · Mapping	100.00	0.00	100.00
Total 5032 · FIRE PREVENTION	229.51	0.00	229.51
5037 · CAPITAL EXP. - EQUIPMENT			
Station	0.00	30,492.00	-30,492.00
Total 5037 · CAPITAL EXP. - EQUIPMENT	0.00	30,492.00	-30,492.00
Total Expense	307,982.09	234,886.53	73,095.56
Net Income	-179,755.75	-94,846.57	-84,909.18

**ALPINE FIRE PROTECTION DISTRICT
CASH FLOW STATEMENT**

As of
03/31/2022

FUND STATUS - UNASSIGNED & REVOLVING

1000.01	County SD General Fund (Revolving cash account)	\$	1,870,182.32
1001.01	California Bank & Trust (Revolving cash account) closed	\$	-
1001.07	California Bank & Trust (Revolving cash account) 8473	\$	38,333.24
1101.06	California Bank & Trust (Money Mkt - General business saving)	\$	244,621.65
1002.01	LAIF (General)	\$	1,064.35
1002.06	Petty Cash (Imprest account)	\$	76.00
1002.65	Change Account	\$	100.00
1499	Undeposited Funds	\$	-
		\$	2,154,377.56

***Apportionment Schedule: 11/16=2%; 12/14=38%; 1/18=10%; 2/15=5%; 3/22=31%; 4/19=9%; 5/24=1%; 6/21=2%; 7/21=2%*

FUND STATUS - ASSIGNED

1000.01	County of SD General Fund - Assigned for Capital Projects	\$	98,500.00
1000.02	County of SD Mitigation Fund - Mitigation Fund	\$	54,808.30
1001.04	California Bank & Trust - Workers Compensation checking	\$	15,042.43
1101.06	California Bank & Trust (Money Mkt - Assigned Equipment (09)	\$	38,600.00
	California Bank & Trust (Money Mkt - Assigned Building (08)	\$	90,000.00
	California Bank & Trust (Money Mkt - Assigned Cap Veh Rep Fund (OES)	\$	181,125.74
	California Bank & Trust (Money Mkt - Assigned Equipment Replacement/ Capital Building)	\$	63,580.00
1002.01	LAIF (SRPL Powerlink Mitigation Funds)	\$	5,417.55
1002.02	PASIS LAIF - Risk Pool Deposit Workers Compensation	\$	-
1002.10	Multi Bank Securities - Investment account - Market Value Fluctuation	\$	251.46
1002.13	Comerica Securities - Investment account - Market Value Fluctuation	\$	(182,515.79)
	Comerica Securities - Investment account - Money Market	\$	163,138.92
1002.14	Comerica Securities - Assigned (SRPL Sunrise Powerlink Mitigation Funds)	\$	287,000.00
1002.14	Comerica Securities - SRPL - Money Market for reinvestment	\$	7,226.84
1002.14	Comerica Securities - SRPL - Market Value Fluctuation	\$	(29,123.94)
1002.16	US Bank - Investment Account (Assigned UAL)	\$	7,110.05
1101.09	CB&T Savings (Trust account / Grants)	\$	500.53
		\$	800,662.09

* Mitigation funds can only be used for capital expenditures, i.e.: Fire Station, additional Apparatus (not replacements), etc. New building fees, not property taxes generate these funds.

**ALPINE FIRE PROTECTION DISTRICT
CASH FLOW STATEMENT**

As of
03/31/2022

FUND STATUS - COMMITTED/ASSIGNED - (RESOLUTION 21/22-04)

1000.01.1	County SD General Fund: Committed - Capital Apparatus Fund	\$	225,840.35
	County SD General Fund: Committed - Vacation Sick Liability	\$	120,000.00
	County SD General Fund: Committed - CalPers Unfunded Actuarial Liability	\$	100,000.00
1000.02.1	County SD Mitigation Fund: Committed & Assigned - Capital Apparatus Fund	\$	117,958.03
1101.06	California Bank & Trust (Money Mkt - Committed - Capital Apparatus 21/22)	\$	418.03
<hr/>			
1002.01	LAIF: Committed Funds	\$	764,258.01
1002.02	PASIS LAIF: Committed - Risk Pool Deposit Workers Compensation	\$	516,195.34
1002.10	Multi Bank Securities: Committed - CalPERS Unfunded Liability	\$	99,000.00
1002.13	Comerica Securities Inc Committed - Economic Stability Fund	\$	1,000,000.00
	Comerica Securities Inc Committed - CalPers Unfunded Liability	\$	517,843.75
	Comerica Securities Inc Committed - Capital Building Fund	\$	171,646.47
	Comerica Securities Inc Committed - OPEB (retiree health)	\$	20,000.00
	Comerica Securities Inc Committed - Equipment Replacement Fund	\$	138,141.92
	Comerica Securities Inc Committed - Capital Appartus Fund	\$	65,305.30
		<hr/>	<hr/>
		\$	3,856,607.20
Y:\Financial Reports\Cash Flow Reports\2022			
		\$	6,811,646.85
	Total Current Assets	\$	8,674,200.64
	Accounts Receivable	\$	1,862,553.79
		\$	(120.21)
	Receivables	\$	(120.21)
	Deferred Outflows of Resources	\$	1,862,674.00

* Mitigation funds can only be used for capital expenditures, i.e.: Fire Station, additional Apparatus (not replacements), etc. New building fees, not property taxes generate these funds.

Portfolio Analysis

3/31/2022

Total cost of accounts (cash value)	\$3,808,614.26
Value of accounts (market value)	\$3,730,348.25
Unrealized gain/loss \$ (market v - cash v)	(\$78,266.01)
Unrealized gain/loss %	-2.05%
Average earning % CD	1.85%

Investment Name	Broker/Dealer	CUSIP	Maturity Date	Term in Months	Interest Rate	Quantity	Purchase Price Per Unit	Total Cost (Purchase Price)	Market Price	Market Value	Gain/Loss (\$)	Gain/Loss (%)
American Express Bk (CD)	MBS	02587DM70	11/28/2021	60	2.05%	990	\$ 100.00	\$ 99,000.00	\$ 100.25	\$ 99,251.46	\$ 251.46	0.25%
Wells Fargo Bk (CD)	Comerica	Called	3/1/2022	60	2.30%	1000	\$ 100.00		\$ -	\$ -		
Capital One Bank (CD)	Comerica	14042RFS5	5/17/2022	60	2.40%	1130	\$ 100.00	\$ 113,000.00	\$ 100.25	\$ 113,287.02	\$ 287.02	0.25%
Crossfirst Bk (CD)	Comerica	22766ABR5	9/22/2022	60	2.00%	1140	\$ 100.00	\$ 114,000.00	\$ 100.55	\$ 114,631.56	\$ 631.56	0.55%
Farmers & Merchants (CD)	Comerica	308862CE9	12/12/2022	120	1.96%	1250	\$ 100.00	\$ 125,000.00	\$ 100.29	\$ 125,357.50	\$ 357.50	0.29%
Enerbank USA (CD)	Comerica	29266NH67	2/27/2023	96	2.30%	1250	\$ 100.00	\$ 125,000.00	\$ 101.01	\$ 126,266.25	\$ 1,266.25	1.01%
Wells Fargo Bk (CD)	Comerica	949763RG3	6/6/2023	60	3.25%	1220	\$ 100.00	\$ 122,000.00	\$ 102.11	\$ 124,572.98	\$ 2,572.98	2.11%
Morgan Stanley Private Bank	Comerica	61760AQ69	7/25/2024	60	2.20%	1400	\$ 100.00	\$ 140,000.00	\$ 99.86	\$ 139,809.60	\$ (190.40)	-0.14%
Merrick Bank	Comerica	59013KJ9	3/31/2025	60	1.35%	1900	\$ 100.00	\$ 190,000.00	\$ 97.83	\$ 185,884.60	\$ (4,115.40)	-2.17%
BridgeWater BK ST	Comerica	108622KT7	9/16/2025	60	0.400%	1240	\$ 100.00	\$ 124,000.00	\$ 92.81	\$ 115,086.88	\$ (8,913.12)	-7.19%
American COMM BK	Comerica	02519TBB1	9/22/2025	60	0.400%	1810	\$ 100.00	\$ 181,000.00	\$ 92.78	\$ 167,924.56	\$ (13,075.44)	-7.22%
Discover Bank (CD)	Comerica	254672XR4	2/18/2026	120	2.30%	1500	\$ 100.00	\$ 150,000.00	\$ 98.92	\$ 148,374.00	\$ (1,626.00)	-1.08%
JPMorgan Chase Bank (CD)	Comerica	48128UNS4	4/16/2029	102	1.00%	1000	\$ 100.00	\$ 100,000.00	\$ 89.17	\$ 89,171.00	\$ (10,829.00)	-10.83%
JPMorgan Chase Bank (CD)*	Comerica	48128UZF9	2/15/2030	108	1.10%	1500	\$ 100.00	\$ 150,000.00	\$ 88.56	\$ 132,835.50	\$ (17,164.50)	-11.44%
Buena Park CA Cmnty Redev F	Comerica	119144AP8	9/1/2033	126	2.79%	1350	\$ 108.01	\$ 145,815.18	\$ 109.05	\$ 147,220.20	\$ 1,405.02	0.96%

SRPL FUNDS												
American Exp Centurion (CD)	Comerica	02587D2Q0	12/5/2022	60	2.50%	1210	\$ 100.00	\$ 121,000.00	\$ 101.00	\$ 122,207.58	\$ 1,207.58	1.00%
Jonesboro ST BK	Comerica	48040PJA4	9/16/2035	180	1.00%	1660	\$ 100.00	\$ 166,000.00	\$ 81.73	\$ 135,668.48	\$ (30,331.52)	-18.27%
COMERICA	Comerica	Money Mkt				7,226.84	\$ 1.00	\$ 7,226.84	\$ 1.00	\$ 7,226.84	\$ -	0.00%
LAIF	LAIF	Local Agency Inv.Fund			1.967%	5,417.55	\$ 1.00	\$ 5,417.55	\$ 1.00	\$ 5,417.55	\$ -	0.00%

COMMITTED & ASSIGNED												
LAIF	LAIF	Local Agency Inv.Fund			0.840%	770,739.91	\$ 1.00	\$ 770,739.91	\$ 1.00	\$ 770,739.91	\$ -	0.00%
CB&T	CB&T	Money Mkt			0.03%	618,345.42	\$ 1.00	\$ 618,345.42	\$ 1.00	\$ 618,345.42	\$ -	0.00%
MBS	MBS	Money Mkt				-	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	
COMERICA	Comerica	Money Mkt				163,138.92	\$ 1.00	\$ 163,138.92	\$ 1.00	\$ 163,138.92	\$ -	0.00%
US BANK	US Bank	Money Mkt				7,110.05	\$ 1.00	\$ 7,110.05	\$ 1.00	\$ 7,110.05	\$ -	0.00%

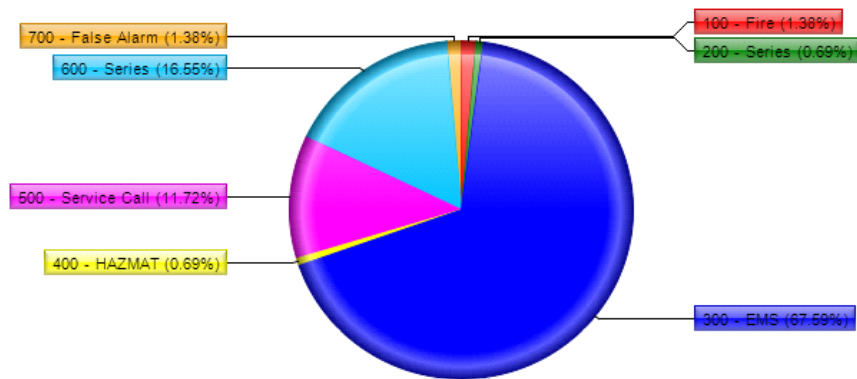
UNASSIGNED												
CB&T -8473	CB&T	Checking				70,820.39	\$ 1.00	\$ 70,820.39	\$ 1.00	\$ 70,820.39	\$ -	0.00%
Total								\$ 3,808,614.26		\$ 3,730,348.25	\$ (78,266.01)	-2.05%

	BASE VALUE	MARKET VALUE
* Callable	\$ 5,417.55	\$ 5,417.55 LAIF / SRPL
	\$ 770,739.91	\$ 770,739.91 LAIF/AFPDP
	\$ 99,000.00	\$ 99,251.46 MBS
	\$ 1,942,954.10	\$ 1,893,560.57 Comerica
	\$ 294,226.84	\$ 265,102.90 Comerica/SRPL
	\$ 7,110.05	\$ 7,110.05 US Bank
	\$ 618,345.42	\$ 618,345.42 CB&T
	<u>\$ 3,737,793.87</u>	<u>\$ 3,659,527.86</u>
	\$ 299,644.39	\$ 270,520.45 SRPL
	\$ 3,438,149.48	\$ 3,389,007.41 GENERAL
	<u>\$ 3,737,793.87</u>	<u>\$ 3,659,527.86</u>

Alarm Date between 2022-03-01 and 2022-03-31

Fire Incident Type Breakdown

Incident Type Group	
100 - Fire	2
200 - Series	1
300 - EMS	98
400 - HAZMAT	1
500 - Service Call	17
600 - Series	24
700 - False Alarm	2
	145



ALPINE FIRE PROTECTION DISTRICT - STAFF REPORT

Agenda Item: 6.1
Meeting Date: April 19, 2022
Submitted by: Chief Boggeln
Subject: Unbudgeted Purchase of Zoll ALS Monitor



BACKGROUND and DISCUSSION:

In November of last year, the County of San Diego allocated \$143,000 in American Rescue Plan Act (ARPA) funding to the District. An allowable expense for the ARPA funds is the purchase of medical equipment to aid in responding to COVID-19.

Staff would like to purchase a Zoll ALS X-Series Monitor/Defibrillator in an amount to not exceed \$37,659.07. This monitor will be used to augment the current inventory of Zoll ALS Monitor's the District currently has and provide one for Squad 17.

The receipt and expenditure of the ARPA funds occurred after the final FY 21/22 budget was approved so this will necessitate a budget adjustment and requires approval by a majority of the Board.

Submitted by:

Chief Boggeln



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-27049 Version: 1

Alpine Fire Protection District
 1364 Tavern Road
 Alpine, CA 91901

ZOLL Customer No: 153321

Greg O'Gorman
 (619) 445-2635
 gogorman@alpinefire.org

Quote No: Q-27049
 Version: 1

Issued Date: March 4, 2022
 Expiration Date: May 3, 2022

Terms: NET 30 DAYS

FOB: Destination
 Freight: Free Freight

Prepared by: Catherine Prophet
 EMS Territory Manager
 cprophet@zoll.com
 949-436-4369

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2431011-01	<p>X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO,EtCO2, CPR Expansion Pack, Voice</p> <p>Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	1	\$41,815.00	\$34,288.30	\$34,288.30
2	904375	8000-001392	<p>Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable</p>	1	\$252.35	\$184.22	\$184.22



ZOLL Medical Corporation

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 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Alpine Fire Protection District
 Quote No: Q-27049 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	904375	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$870.35	\$635.36	\$635.36
4	904375	8000-0580-01	Six hour rechargeable Smart battery	2	\$519.75	\$379.42	\$758.84
5		8778-89001-PP	X Series - Precision Service Plan - 1 Year At Time of Sale Includes: Annual preventive maintenance, 24% discount on new cables, 24% discount on lithium SurePower Batteries, discount on parameter upgrades, and parts & labor on normal wear and tear. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty.	1	\$1,425.00	\$1,282.50	\$1,282.50
6		8400-110041	CaseReview Premium Subscription, R Series and X Series, 1 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	1	\$509.85	\$509.85	\$509.85

Subtotal: \$37,659.07

Total: \$37,659.07

Contract Reference	Description
904375	Reflects Service Contract Worry Free X Series Modifier 2020 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2020 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on May 3, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.



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Alpine Fire Protection District
Quote No: Q-27049 Version: 1

Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Alpine Fire Protection District

Authorized Signature:

 Name: _____
 Title: _____
 Date: _____

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Data Systems, Inc. (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services (“DHHS”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

ALPINE FIRE PROTECTION DISTRICT - STAFF REPORT

Agenda Item: 6.2
Meeting Date: April 19th, 2022
Submitted by: Jason McBroom
Subject: State Mandated Educational and Residential Occupancy Inspections



DISCUSSION

In September of 2018, Senate Bill 1205 was approved by the Governor and added Section 13146.4 to the California Health and Safety Code (HSC). The new addition to the HSC requires every fire department/district conduct mandated inspections of certain structures, including schools, hotels, motels, lodging houses and apartment houses for compliance with building standards, per HSC Sections 13146.2 and 13146.3 and shall report annually to its administering authority (the Board) on its compliance with HSC Sections 13146.2 and 13146.3.

ANALYSIS

Per the requirement of HSC 13146.4, this item and the accompanying resolution serve to meet its intended purpose. The attached Resolution 21/22-20 summarizes the District's efforts to comply with HSC Section 13146.2 and 13146.3, with detail that the District conducted 12 of 12 E (Educational) occupancy and 38 of 38 (Residential) occupancy inspections for the 2020/2021 Fiscal Year.

SUBMITTED BY:

Jason McBroom Fire Marshal

Attachments:

Resolution 20/21-20



RESOLUTION 20/21-20
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ALPINE FIRE PROTECTION DISTRICT
ACKNOWLEDGING RECEIPT OF REQUIRED ANNUAL
OCCUPANCY INSPECTION AND REPORT IN ACCORDANCE
WITH CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Alpine Fire Protection District, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided and,

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Alpine Fire Protection District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and,

WHEREAS, the Alpine Fire Protection District of the community of Alpine of San Diego County intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Alpine Fire Protection Districts compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED THAT BY THE:

Board of Directors of the Alpine Fire Protection District, a public agency in the County of San Diego that Alpine Fire Protection District expressly acknowledges the measure of compliance of the Alpine Fire Protection District with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the community of Alpine of County of San Diego, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the community of Alpine of the County of San Diego, there lie 12 Group E occupancies, buildings, structures and/or facilities.

During fiscal year 2021, the Alpine Fire Protection District completed the annual inspection of 12 group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the community of Alpine of the County of San Diego, there lie 38 Group R (and their associated sub-categories) occupancies of this nature.

During fiscal year 2021, the Alpine Fire Protection District completed the annual inspection of 38 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

PASSED AND ADOPTED by the Board of Directors of the Alpine Fire Protection District, County of San Diego, State of California, on the 19th day of April, 2022 by the following vote:

AYES: (0)
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)

Jim Easterling
President of the Board

Patrick Price
Board Secretary

I, Erin Dooley, Clerk of the Board of the Alpine Fire Protection District, do hereby certify that the foregoing Resolution 20/21-20 was duly passed, approved, and adopted by the Board at a regularly scheduled meeting of the Alpine Fire Protection District Board held on the 19th day of April, 2022.

Executed this 19th day of April, 2022
(Date of Execution)

Erin Dooley
Clerk of the Board
Alpine Fire Protection District