



AGENDA
Exeter District Ambulance
Governing Board
REGULAR MEETING

302 E. Palm St., Exeter, CA 93221
 Monday, November 26th, 2018, 5:30pm
 District Office Meeting Room

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

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

OPENING

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

AGENDA APPROVAL

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

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

CONSENT CALENDAR

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

- A. Approval of Meeting Minutes for Special Meeting of November 12, 2018
- B. Approval of Collections/Write Offs—October 2018

PUBLIC HEARINGS

- None

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

UNFINISHED BUSINESS

2

A. Expansion of Woodlake Operations

1. Consider Expansion of Service to Woodlake and Woodlake Fire District: Adoption of Resolution Authorizing Expansion of Service to Woodlake and Woodlake Fire District, Approval of MOU With City of Woodlake and Woodlake Fire District, and Approval of Lease Agreement with Woodlake Fire District.

NEW BUSINESS

A. Approval of Memorandum of Understanding Between Exeter District Ambulance and Teamsters Local #517 (Creamery Employees & Drivers, Public, Professional and Medial Employees)

B. Reports from District Accountant (informational only)

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

C. Lindsay Post

1. Search for new post location
2. Consider approval of recommended location for Lindsay post

D. Collection Agency review

1. Report on status of survey of available agencies

BOARD MEMBER REPORTS AND REQUESTS FOR AGENDA ITEMS

REPORTS FROM THE DISTRICT MANAGER (INFORMATIONAL ONLY)

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

PUBLIC COMMENT REGARDING CLOSED SESSION

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

CLOSED SESSION

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

Agency Negotiator: District Counsel and District Manager
Employee Organization: Teamsters Local 517

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

ADJOURNMENT

Next Regular Meeting: December 17, 2018 or TBD

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

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

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

2



MINUTES
Exeter District Ambulance
Governing Board
SPECIAL MEETING

District Office Meeting Room
 302 E. Palm St., Exeter, CA 93221
 Monday, November 12th, 2018, 5:00pm

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

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

OPENING

- Call to Order – Mr. Pfenning at 5:00pm
- Roll Call – Mr. Pfenning
- Pledge of Allegiance – Mr. Pfenning

AGENDA APPROVAL

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

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

1. No comments from the public

CONSENT CALENDAR

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

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

PUBLIC HEARINGS

- None

UNFINISHED BUSINESS

A. Expansion of Woodlake Operations: consider proposal to expand operations

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

An amended version of the MOU was presented by HM and compared to the original that was sent by the City. PS also distributed a preliminary Staff Report to address potential concerns about district funds and non-district services. PS also distributed a summary Financial Analysis. After some discussion, it was recommended that some of the MOU language should be revised and to change the termination window to 30 days.

A motion was made (DM) to present the MOU as so amended to Woodlake, and seconded (TM). 3-0-2.

NEW BUSINESS

A. Employee Life Insurance Policy

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

PS proposed a plan to move the employee Life Insurance policy from Blue Shield to Guardian. This would slightly lower the premiums, increase the coverage amount, and would add in EAP services for free. It was the inclusion of the EAP services, principally the mental health and stress counseling services that were most important.

A motion was made (DM) and seconded (TM) to approve the change. 3-0-2.

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

MGreen Auditor, Elaine Ruele (ER) presented the completed audit for the fiscal year July 2017 – June 2018. The presented audit report consists of 3 parts, the gray Management Letter, an Agenda for the briefing, and the completed audit report. ER noted that the EDA Board should establish a capitalization threshold, and recommended the figure \$2,500 be considered. The Board should notify MGreen when a decision on this has been made. In addition, ER recommended that an Investment Policy should also be adopted. ER will send a sample of such a policy for the Board's consideration. ER expressed satisfaction with the segregation of duties in the administrative office in regards to financial matters and added that when the District Manager reviews the Bank Statements that those statements be signed and dated as a record of the review.

ER noted that that from the prior audit, check # 7147 was still missing. Although the audit was completed satisfactorily using alternate validation procedures for that invoice, EDA should make the effort to locate the copy of the physical check.

ER noted that there was some confusion, and ultimately some concerns, using the GASB 68 letter from Total Compensation Services, and so MGreen did this on their own.

Most importantly, ER noted that she included a statement of Going Concern this year. Having done so, she had already spoken with the District Manager and is satisfied that plans exist to address the issues brought up in the statement of Going Concern.

Finally, ER noted that the Bed Debt account should not be used by anyone but the auditors for their adjustments year end. Further all Write Downs should be fully listed in detail for Board review, not in summary form as they are today.

There were no additional questions or comments for ER.

A motion was made (TM) to accept the presented Audit Report, and seconded (DM). 3-0-2.

C. Lindsay Post

1. Initiate search for new post location

PS presented the notification letter received from Lindsay Health Services that terminated the lease of the Lindsay station effective January 7th. While it listed lack of lease payments since August 2017 as the cause, it also clearly stated that no attempt to recoup those payments would be made. The lease termination was to allow the City of Lindsay to rebuild the station for their new Fire service.

AP noted that County Fire was in the process of building a station west of Lindsay that might be acceptable for use.

A motion was made (DM) to initiate an immediate search for a new location in Lindsay, and seconded (TM). 3-0-2.

BOARD MEMBER REPORTS AND REQUESTS FOR AGENDA ITEMS

AP suggested this might be an appropriate time to open a comparative survey of Collections agencies to determine if EDA should sign with a new agency. It was suggested that the Sanger Fire department uses a very effective service and the Chief might be able to make some recommendations. This will be added to the next agenda.

PUBLIC COMMENT REGARDING CLOSED SESSION

1. No public comments

CLOSED SESSION – 6:07pm

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

Agency Negotiator: District Counsel and District Manager

Employee Organization: Teamsters Local 517

RECONVENE TO OPEN SESSION; REPORT FROM CLOSED SESSION, IF ANY – 6:30pm

No reportable actions

ADJOURNMENT

Motion to adjourn (TM) seconded (DM) at 6:32pm. 3-0-2.

Next Regular Meeting: November 26, 2018

MINUTES CERTIFICATION

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

Date: November 26th, 2018

Diana Mendez
Board Secretary

AS BETWEEN:

CITY OF WOODLAKE

WOODLAKE FIRE DISTRICT

EXETER DISTRICT AMBULANCE

1. Parties: This Memorandum of Understanding (MOU) is made between the City of Woodlake (City), the Woodlake Fire District (Fire District), and the Exeter District Ambulance (Exeter Ambulance) on the date that it is approved by all the respective boards.
2. Purpose: Exeter Ambulance currently services the boundaries of the City and the Fire District from multiple locations nearby. Exeter Ambulance, the City and the Fire District all agree that Exeter Ambulance could provide a better service to residents residing in the boundaries of the City and the Fire District if an ambulance was stationed in the City of Woodlake. The purpose of this MOU is to:
 - a. Promote health care and health care services for the residents with the boundaries of the City of Woodlake and the Woodlake Fire District.
 - b. Provide and forge effective partnerships to benefit the residents residing in the boundaries of Exeter Ambulance, the City of Woodlake, and the Woodlake Fire District.
 - c. Delineate and express the understandings between the City, the Fire District and Exeter Ambulance.
3. Responsibility of Exeter Ambulance:
 - a. Exeter Ambulance will service the boundaries of the City and the Fire District while becoming part of the local community.
 - b. Exeter Ambulance agrees to station a 12 hour day car at the Woodlake Fire Station located at 216 E. Naranjo Blvd. while rehabilitation work is done at 120 N. Magnolia St.
 - c. Once the rehabilitation at 120 N. Magnolia St. is completed, that location will serve as the Permanent Facility for Exeter Ambulance. At that time Exeter Ambulance will evaluate whether it is ready to station a 24 hour ambulance on that site.
 - d. In a separate lease agreement Exeter Ambulance will lease the location at 120 N. Magnolia St. from the Fire District.
 - e. Exeter Ambulance will track all services provided within the City and Fire District boundaries and furnish a report of those responses as requested by the City Council and the Fire District Board periodically, but not more often than quarterly.
4. Responsibilities of City and Fire District:
 - a. The Fire District by separate lease agreement with Exeter Ambulance will provide accommodations to Exeter Ambulance crews at 120 N. Magnolia Blvd., the Permanent Facility.

- b. The Fire District City will cause the refurbishment of Permanent Facility to EDA specifications. The cost of that work will be borne entirely by the Fire District City of Woodlake. The refurbishment will commence upon expiration of current lease of Permanent Facility and will be completed by July 31, 2019.
 - c. The lease agreement between the Fire District and Exeter Ambulance will provide that until the Permanent Facility is ready, temporary accommodations will be provided to Exeter Ambulance crews at the Woodlake Fire District located at 216 E. Naranjo Blvd.
 - d. The City agrees to work with Exeter Ambulance and the Woodlake Fire District to look into the potential annexation of the City to the Exeter Ambulance District, and to bear costs associated therewith.
5. Effective Date and Duration: The MOU takes effect on the date it is approved by all parties subject to any potential required approval by the County and will remain in effect for as long as all parties wish to remain part of the MOU. In that regard, if the lease agreement between Exeter Ambulance and the Fire District is terminated or upon its expiration, this MOU will be deemed terminated. Any party wishing to terminate this MOU will provide 30 days written notice to the other parties.
6. Agreement of the Parties:
- a. This MOU is an internal agreement between the City, the Fire District and Exeter Ambulance. The MOU does not confer any rights or duties on any individual or other entity. Its sets forth mutual goals and understandings between the parties to the MOU for the benefit of the respective entities and the residents therein.
 - b. This MOU has been submitted to the respective boards and council and approved as follows.

City of Woodlake

Woodlake Fire District

Exeter District Ambulance

By:

By:

By:

Rudy Mendoza, Mayor

Shane Headrick, Board President

Adam Pfenning, Board President

Confirmed by:

Confirmed by:

Confirmed by:

Irene Zacarias, City Clerk

Anthony Perez, Fire Chief

Peter Sodhy, Manager

LEASE AGREEMENT

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

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

3. **PREMISES:**

a. During the rehabilitation of 120 N. Magnolia Blvd. Lessee's staff will be jointly stationed with Lessor staff at the Woodlake Fire District located at 216 E. Naranjo Blvd. for a flat charge monthly rental fee of \$375.00 that includes all utilities and internet services. Once 120 N. Magnolia Blvd. is made available Lessees staff will relocate and the remainder of this agreement will be **enforced**.

Comment [RL1]: Fire District agrees with lower rent since 12-hour day will be ran out of station.

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

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

5. **MONEY DUE FROM LESSEE:**

a. **RENT:** Rental per month for the leased premises at 120 N. Magnolia St. shall be \$750.00,000.00. Rent is payable in advance on or before the first day of each month, and such additional rental as may become due under the terms hereof, as hereinafter more particularly specified. A service charge of one and one-half percent (1 1/2%) per month will be added to amounts fifteen (15) days or more past due. Rent will increase by \$50.00 per month annually starting two years after the effective date of this agreement.

Comment [RL2]: The Fire District will invest \$30K to bring the building up to necessary standards. Rent below 1K monthly would not make the renovation feasible.

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

6. **PROPERTY TAXES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **LESSEE'S DEFAULT:**

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

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

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

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

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

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

- (1) The value, at the time of the award, of the unpaid rent that had been accrued at the time of termination of this Lease;
- (2) The value, at the time of the award, of the amount by which the unpaid rent that would have been accrued after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided;
- (3) The value, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; and,
- (4) Any other amount, and Court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE:

Exeter District Ambulance

Confirmed by:

Adam Pfenning, Board President

Peter Sodhy, District Manager

Date_____

Date_____

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

LESSOR:

Woodlake Fire District

Confirmed by:

Shane Headrick, Board President

Anthony Perez, Fire Chief

Date_____

Date_____



EXETER DISTRICT AMBULANCE

302 E. Palm
Exeter, CA 93221

Phone: 559-594-5250
Fax: 559-592-2301

DISTRICT MANAGER'S REPORT

District Board Meeting November 26th, 2018

OPERATIONS

- Daily Call Summary for October 2018
 - o October showed a total of 374 calls, down from 392 in September. The daily average of 12.09 is also down from 13.07 the month before.
 - o The response rate of 91.44% was also down from the prior month of 92.60%.
 - o October's average daily transports of 8.26 is a decline from the prior month's 8.97, but still tolerable, although it does end the 4 month roll of increases.
 - o October did not have any EDA-specific in-zone late arrivals, compared with 3 from the prior month. However this does not take into account any in-zone late arrivals due to other providers. Please see the Compliance section for more details.
- Staffing
 - o The second half of October was a tough period for staffing due to injury and illness.
 - o We had as many as 3 Medics unavailable due to illness during this period.
 - o We also had as many as 3 EMTs unavailable due to illness during this period.
 - o We continue have one Medic out with an optimistic return date of Dec 3rd 2018.
 - o We have one EMT out for Family Medical Leave until early December at best.
 - o All things considered, EDA fared well with only one day when we were down to 2 staffed rigs for an entire 24 hour period. We did have a 2nd day when we were at 2 rigs only for 6 hours.
- Human Resources
 - o The 1st Quarter 2018 quarterly reviews are now under way.
 - o This quarter we are adding in Peer reviews.
 - o We are looking into the feasibility of offering conversational Spanish online classes that are specifically designed for medical and emergency staff. At a preliminary level, the existing course is through COS at \$115 per student for a 12 session/6 week period. The crews have committed to each complete the course if offered. Next course starts December 12th.
 - o The crews have also asked for the possibility of learning sign language.
 - o With kind support from the Board and staff, we will have Thanksgiving dinner available for the on-duty staff on Thanksgiving Day.
- Vehicles and Communications Equipment
 - o 211 is at AAV for final inspection and troubleshooting on the electrical system. It is actually available if necessary as all systems are fully functional.



EXETER DISTRICT AMBULANCE

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- Remarkably 210 is now running perfectly normally without additional work. We will be sending it for a detailed inspection just to be sure.
- Standby service
 - We have been engaged to cover all home football games for Exeter (August – October)
 - We will, similarly, cover all home games in Woodlake (August – October)
- Community Relations
 - The crew is looking into participation in Exeter's Christmas Parade on Dec 7th, 2018.

COMPLIANCE

At the end of August, TCCAD underwent a system transition from CommCAD to RNDB. Unfortunately, this was very poorly done, resulting in over a week of sustained failures and errors, and ultimately, some lost data. Some of the evidence used in the appeals no longer exists. We have been given an extension for those who are struggling to complete their appeals with limited backup, and it remains to be seen what CCEMSA will do with unsubstantiated appeals.

SERVICE ENHANCEMENTS

Three Rivers community solution

The community continues to show increasing support to the proposed ALS unit solution. Unfortunately, we were not able to locate the minimum of three existing resident Paramedics for the initial proposal to work. We have embarked on a modified proposal to attract non-resident Paramedics to the community by providing housing, utilities, and meals. Several community organizations have mobilized to gather adequate funding for this to work for one year. These organizations are also attempting to locate a suitable vehicle to serve as the ALS unit.

CERTIFIX

We have finally received all the necessary clearances from the State in order to be able to initiate background checks. This process required over 4 months to complete.



EXETER DISTRICT AMBULANCE

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Phone: 559-594-5250
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Spanish for Medical Professionals



\$115 (USD)

Add To Cart

Detail Syllabus Requirements Student Reviews

A new session of each course opens each month, allowing you to enroll whenever your busy schedule permits!

How does it work? Once a session starts, two lessons will be released each week, for the six-week duration of your course. You will have access to all previously released lessons until the course ends.

Keep in mind that the interactive discussion area for each lesson automatically closes 2 weeks after each lesson is released, so you're encouraged to complete each lesson within two weeks of its release.

The Final Exam will be released on the same day as the last lesson. Once the Final Exam has been released, you will have 2 weeks plus 10 days to complete the Final and finish any remaining lessons in your course. No further extensions can be provided beyond these 10 days.

Details

Learning Type:
Instructor-Led Course

Hours:
24

Duration of Access:
6 weeks

Session Start Dates:
November 14
December 12
January 16
February 13

[Need Help?](#)

Week One

Lesson 01 - Speaking, Spelling, and Counting in Spanish

Wednesday

¡Bienvenidos! (Welcome!) In our first lesson, you'll master the building blocks of Spanish. First, you'll discover how easy it is to spell and pronounce words in *español*. After that, you'll learn how to count from 0 to 19.

Lesson 02 - Words for Talking About People

Friday

La familia is central to Latin American life, and family members play a key role in a patient's medical care as well. Today you'll learn the Spanish words for those family members, and pick up some handy phrases for conversing with patients and their families. In addition, we'll talk about pronouns and explore the role of gender in Spanish.

Week Two

Lesson 03 - Colors, Directional Words, and Numbers from 20 to 199

Wednesday

In this lesson, you'll power up your Spanish vocabulary by learning the words for colors and directions. In addition, you'll find out how to count all the way to 199—and you'll learn six handy prepositions to beef up your sentence-building power.

Lesson 04 - Easy Verbs

Friday

As a medical professional, you're always in action—so you'll want lots of action words in your Spanish repertoire! To help you master those verbs effortlessly, I'll introduce you to my super-simple conjugation system that uses only three tenses (present, easy past, and easy future). In addition, we'll look at two interesting verbs that mean "to be:" *ser* and *estar*.

Week Three

Lesson 05 - Words for Describing the Body and Medical Conditions

Wednesday

Today we'll start zeroing in on the medical Spanish you need to know. We'll begin by taking a look at the parts of the body, and you'll learn the words for everything from *teeth* to *toes*. After that, we'll peek inside the body, and talk about internal organs. And finally, we'll delve into the Spanish vocabulary for common medical conditions.



EXETER DISTRICT AMBULANCE

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Lesson 06 - At the Doctor's Office

Friday

It's time to visit the doctor's office, where you'll learn lots of words for making patients feel welcome. You'll also discover the magic of the word *¿Cuál?* and explore other ways to ask questions. In addition, we'll talk about Spanish words for hours of the day, days of the week and months of the year—all handy things to know if you're making appointments for patients!

Week Four

Lesson 07 - Emergency!

Wednesday

In an emergency, every second counts—and today's vocabulary words can help you respond quickly in medical crises involving Spanish-speaking patients. In addition, you'll learn words for describing medical tests, treatments, and procedures, so you can inform and reassure patients receiving care in the emergency room. And finally, we'll look at terms you can use to talk with patients and their families about medications.

Lesson 08 - The Examining Room

Friday

Most patients have routine symptoms and ailments, and in this lesson we'll add more words to your vocabulary for discussing these common medical problems. In addition, we'll look at words for instructing patients during a medical exam—and we'll end off by expanding your toolkit of Spanish words with some new adjectives.

Week Five

Lesson 09 - On the Patient Care Floor

Wednesday

Today we'll visit the patient care floors and learn words for everything from bedpans to pillows to call buttons. You'll also discover lots of new words for talking about time, and you'll find out how to explain visiting hours to your Spanish-speaking patients. Finally, we'll explore words for feelings—something that will help you soothe patients when they're sad and celebrate with them when they're happy.

Lesson 10 - Admitting and Discharge

Friday

Patients are constantly coming and going—and that means it's a good idea to know Spanish words for admitting and discharging them! Today you'll learn a new set of verbs that will help you talk with patients when they're arriving or leaving. In addition, we'll look at words for talking about insurance and payments.

Week Six

Lesson 11 - Words for Talking about Pregnancy and Pediatric Care

Wednesday

This lesson starts with a look at the youngest patients who visit a doctor's office or hospital: the ones who aren't even born yet. After we talk about pregnancy, labor, and delivery, we'll move on to pediatrics and explore words for making your young patients and their parents feel informed and comfortable. As a bonus, we'll talk about words that'll get you out of a bind if you don't understand what a Spanish-speaking patient is saying.

Lesson 12 - Vocabulary for Assisting Adult Patients

Friday

Today we'll finish our journey through the ages and stages of life by talking about adult patients. We'll look at words for discussing cancer symptoms, tests, and treatments, and explore ways to assess the mental status of a patient *en español*. In addition, we'll look at Spanish words for all those diets your patients love so much: low-salt, low-fat, low-cholesterol, and more! And finally, you'll discover the little word "hay" and find out why it packs a powerful punch.



**EXETER DISTRICT
AMBULANCE**

**DAILY CALL SUMMARY
October 2018**

302 E Palm
Exeter, CA 93221
Phone: 559-594-5250
Fax: 559-592-2301

Date	Day	Calls	Cx Enroute	Cx On Scene	No Med/No	Deceased	Out of Zone	Late Arrival	Respond	Transport	RMCT
2018/10/01	Monday	10	0	0	0	0	5	0	10	10	0
2018/10/02	Tuesday	15	1	3	1	0	11	0	14	9	1
2018/10/03	Wednesday	14	1	2	1	0	10	0	13	9	1
2018/10/04	Thursday	6	0	1	1	0	2	0	6	3	1
2018/10/05	Friday	12	1	1	2	1	8	0	11	7	0
2018/10/06	Saturday	10	0	2	1	0	7	0	10	7	0
2018/10/07	Sunday	20	4	1	1	0	10	0	16	13	1
2018/10/08	Monday	15	0	1	3	0	7	0	15	11	0
2018/10/09	Tuesday	15	2	0	0	0	13	0	13	12	1
2018/10/10	Wednesday	12	2	1	0	0	7	0	10	9	0
2018/10/11	Thursday	10	0	2	0	2	4	0	10	6	0
2018/10/12	Friday	11	1	1	2	0	8	0	10	6	1
2018/10/13	Saturday	14	0	0	1	0	10	0	14	12	1
2018/10/14	Sunday	8	1	0	1	1	5	0	7	5	0
2018/10/15	Monday	15	3	0	0	0	14	0	12	11	1
2018/10/16	Tuesday	12	1	0	1	0	7	0	11	9	1
2018/10/17	Wednesday	14	0	2	0	0	10	0	14	11	1
2018/10/18	Thursday	10	1	0	1	0	7	0	9	6	2
2018/10/19	Friday	15	3	3	1	0	11	0	12	8	0
2018/10/20	Saturday	9	1	1	0	0	7	0	8	6	1
2018/10/21	Sunday	16	2	4	0	1	11	0	14	8	1
2018/10/22	Monday	15	0	1	1	0	14	0	15	12	1
2018/10/23	Tuesday	11	1	2	0	0	9	0	10	8	0
2018/10/24	Wednesday	5	1	0	0	0	4	0	4	4	0
2018/10/25	Thursday	11	0	1	1	0	6	0	11	9	0
2018/10/26	Friday	9	0	2	1	0	3	0	9	6	0
2018/10/27	Saturday	11	1	2	1	0	6	0	10	6	1
2018/10/28	Sunday	17	3	0	3	0	16	0	14	11	0
2018/10/29	Monday	13	1	1	0	0	8	0	12	11	0
2018/10/30	Tuesday	10	1	2	0	0	7	0	9	5	2
2018/10/31	Wednesday	9	0	2	0	0	4	0	9	6	1
Total		374	32	38	24	5	251	0	342	256	19
Average		12.06	1.03	1.23	0.77	0.16	8.1	0	11.03	8.26	0.61
Average 3 units			8.56%	10.16%	6.42%	1.34%	67.11%	0.00%	91.44%	74.85%	5.56%

