



Schell Vista Fire Protection District

22950 Broadway Sonoma, Ca. 95476

Ph. (707) 938-2633 / Fax. (707) 935-9681

www.schellvistafire.org / e-mail: info@schellvistafire.org

MEETING AGENDA **Schell-Vista Fire Protection District** **Board of Directors Regular Meeting**

Date: Wednesday, October 7, 2026

Time: 7:00 PM

Location: 22950 Broadway -Station #1

(This agenda is posted in accordance with the Ralph M. Brown Act, California Government Code Section 54950)

1. CALL TO ORDER / ROLL CALL AND ESTABLISHMENT OF A QUORUM

2. PUBLIC COMMENT PERIOD

(At this time, members of the public may comment on any item not appearing on the agenda. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors)

3. AGENDA ADJUSTMENT AND CONSENT

4. CONSENT CALENDAR

- a. Approval of the Minutes of September 2, 2026, Regular Meeting- **Discussion and Action**
- b. Review of the October 2026 Accountant's Report (Stacie & Robin)-**Discussion and Action**

5. CHIEFS' REPORT

Chief Ray Mulas will report on District operations and activities.

6. COMMITTEE REPORTS/BUSINESS (Directors to report on Committee activities)

a. Reports-**Discussions & Possible Actions**

- 1. Facilities Committee (Bill Steach)
- 2. Budget Committee (Bob Kruljac)
- 3. Legislative Committee (Jacques Janson)
- 4. Outreach Committee (Ken Finn)

7. NEW BUSINESS AND CONTINUE UNFINISHED BUSINESS

a. Certificate of Appointment In-Lieu of Election and Oath of Office for the following terms –
Discussion and Action

Full Term:

Bob Kruljac

Jacques Janson

Short Tem:

Bill Steach

b. Status of the Return of the Association Funds-**Discussion**

- c. 2018 Tax Measure Updates – **Discussion and Possible Action**
- d. Review of Director/Management Liability Insurance Coverage-**Discussion and Possible Action.**
- e. Calendar Review (Robin)

-Calendar Review Tax Measure

January -Determine the Preliminary Tax Rate

February-Request the Parcel Report from the county using the preliminary rate.

March-Notice of Public Hearing (2026 Public meeting to be set for June, Posting needs to be mid-May)

April 2026-Reminder that the renewal of the Tax Measure needs to go to the voters.

April/May-Conduct Public Hearing (**Public Hearing will be held in June**)

May2026- Board needs to approve a Resolution & Ordinance to place the Special Tax on the Ballot. (This will be added to June Agenda)

May/June-Allow time for property owner appeals of the tax levy.

June-Approval of the District Preliminary Budget

July-Approval of the Distract Tax Roll and Appropriations Limit

August 2026-The Special Tax election data needs to be to the Registrar of Voters the First week of August.

July/August- At the end of the Fiscal year, The District Board of Directors will be presented with the *Fiscal Year-End Report* containing information regarding the amount of special tax revenue collected and expended as well as the status of projects funded with proceeds of the special tax. (Ord. Section VII)

August/September-Tax Roll and Appropriations Limit Resolution sent to the County.

-Calendar Review General Business

Jan-Feb-Board to appoint Board Labor Negotiators for upcoming contract

April-Set up Budget Committee meeting to prepare preliminary budget for June meeting.

April-Annual Physicals

June-Preliminary Budget review and approval.

July 15-August 9 Board Members file for re-election with the Registrar of Voters.

(Terms ending in 2026 are Director Kruljac, Director Neves, and Director Steach)

August-Budget Committee meet to prepare final budget for Board approval in September.

September-Final Budget review and approval.

Nov-Nomination of Officers of the Board (Every 2 years. Next election 2027)

Dec-Election of Officers of the Board for January 1 start date. (Every 2 Years. Next election 2027)

8. ANNOUNCEMENTS/GOOD OF THE ORDER

9. CLOSED SESSION

1. Conference with Labor Negotiators (Govt Code section 54957.6); District Representatives: Director Finn and Director Kruljac; Unrepresented command staff and volunteers"

2. Public Employee Appointment / Employment (Govt Code section 54957); Outside Counsel for labor negotiations

10. CLOSED SESSION REPORT - **Discussion and Possible Action**

11. ADJOURMENT

Next scheduled meeting is November 4, 2026

If applicable, Board meeting documents are available to review prior to the meeting on the District Website, www.schellvistafire.org or at the SVFPD, Station 1, 22950 Broadway, Sonoma Ca. 95476. Please call (707) 938-2633 for an appointment



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MEETING MINUTES **Schell-Vista Fire Protection District** **Board of Directors Regular Meeting**

Date: Wednesday, September 2, 2026

Time: 7:00 PM

Location: 22950 Broadway -Station #1

1. CALL TO ORDER / ROLL CALL AND ESTABLISHMENT OF A QUORUM

Director Ken Finn called the meeting to order at 7:00 PM. Directors Bob Kruljac, Bill Steach, and Jacques Janson were present. A quorum was met. Director Hal Stober was absent.

Also present were Assistant Chief Mike Mulas, District Accountant Stacie McCambridge, Clerk of the Board Robin Woods, and Firefighters Jerry Jauregui and Dave Volot.

2. PUBLIC COMMENT PERIOD

There were no public comments

3. AGENDA ADJUSTMENT AND CONSENT

There were no adjustments to the agenda.

4. CONSENT CALENDAR

a. Approval of the Minutes of August 12, 2026, Regular Meeting- **Discussion and Action**

Director Finn introduced the August 12, 2026, minutes. Director Kruljac made a motion to approve the minutes of the August 12, 2026, meeting. Director Steach seconded the motion. Director Finn opened the floor to questions, discussion and public comments. There were no public comments. A vote was called, and the motion passed. The Minutes were approved by the following vote:

Ayes-4 Noes-0 Absent-1 Abstain-0

b. Review of the September 2026 Accountant's Report (Stacie & Robin)-**Discussion and Action**

Director Finn introduced the Accountant's Report. Director Kruljac made the motion to accept the Accountant's Report for September 2026, as presented. Director Steach seconded the motion. Director Finn opened the floor to discussion and public comment. There were no public comments. A vote was called, and the motion passed. The Financial Reports were accepted by the following vote:

Ayes-4 Noes-0 Absent-1 Abstain-0

5. CHIEFS' REPORT

Chief Ray Mulas was absent. Director Finn read the Chief's report to the Board.

Administrative:

1. *Sonoma County Fire Chiefs: The membership was in support of moving forward with the Countywide Hazmat Team Proposal. The team will provide an executive summary that will be shared with the Chiefs' association at a later meeting.*
2. *PGE will be hosting a 4-hour lithium battery training on September 29th at the Freeman Center. I will send out the registration when I receive it.*
3. *SB827 Training confirmed on October 7th at the Petaluma Community Center. California Senate Bill (SB827) requires specified local agency officials and designated staff to complete at least two hours of mandatory fiscal and financial management training every two years.*
4. *Redcom's strategic plan was approved at their last meeting.*
5. *AwareCA went live on the 24th of this month.*
6. *I approved the ordering of locking keypads for the Kitchen, Day Room, and Hose Tower for security purposes.*

Operational

1. *Engine 3861 is out of county on the Timber Fire in Monterey County.*

Chief Mulas also presented the board with handouts on *AwareCA Talking Points* and *AwareCA Frequently Asked Questions*. (See attached)

Assistant Chief Mulas advised the Board that all for the trucks have been re-numbered and the sign At station 2 has been repaired.

6. COMMITTEE REPORTS/BUSINESS (Directors to report on Committee activities)

a. ` Reports-**Discussions & Possible Actions**

1. Facilities Committee (Bill Steach)

Assistant Chief Mulas informed the Board that the center area of the parking lot is cleared and they will be putting in fire resistant plants. Assistant Chief Mulas will talk to SC Firewise to see if they will work with the district in planning. He will also work on getting rock to put down to prevent mud in the winter.

2. Budget Committee (Bob Kruljac)

a. FYE 2027 Proposed Final Budget for Review and Approval-**Discussion and Action**

Director Kruljac introduced the Proposed FYE 2027 Budget to the Board. Director Finn opened the floor for discussion and questions.

Director Steach made the motion to approve the Budget as presented. Director Janson seconded the motion. Director Finn called for a vote. The motion passed. The FYE Budget was approved by the following vote:

Ayes- 4 Noes-0 Absent- 1 Abstain-0

3. Legislative Committee (Ken Finn)

Director Finn informed the Board about the new zone for fire prevention that will Require 1–5-foot clearance near homes. More information will be coming..

Director Janson agreed to take over the Legislative committee going forward.

4. Outreach Committee (Ken Finn)

Director Finn will work with Chief Mulas on a winter pamphlet to the public.

7. NEW BUSINESS AND CONTINUE UNFINISHED BUSINESS

a. Filling Open Board Officer Position- **Discussion and Action**

The Board discussed the open position of President.

Director Kruljac made the motion to appoint Director Stober to the position of President and director Finn to the position of Vice President. Director Finn opened the floor for discussion and questions. Director Janson seconded the motion. The motion passed with the following vote:

Ayes-1 Noes-1 Absent-1 Abstain-0

b. SVFPD Fiscal Year End Report- **Discussion and Action**

Clerk Woods introduced the Fiscal Year End Report for FYE 2026 to the Board. Director Finn opened the floor for discussion and questions.

Director Kruljac made the motion to approve the report as presented. Director Janson seconded the motion. Director Finn called for a vote. The motion passed. The SVFPD Fiscal Year End Report was approved by the following vote:

Ayes-4 Noes-0 Absent-1 Abstain-0

c. Status of the Return of the Association Funds-**Discussion and Possible Action**

Director Finn presented a history of the money transfer from the Volunteer Association and the District. He stated that once notified of the issue, the Board's intention has always been to correct it. He further stated that the Board is waiting for an ageement indemnifying all members of both parties.

Treasurer of the association, Dave Volat, joined the meeting and explained his concerns regarding the funds transfer and the status of the Associations 501(C)(3). He said he would work with the Association to complete the settlement agreement.

d. 2018 Tax Measure Updates – Discussion and Possible Action

Clerk Robin Woods informed the board that the required documents have been submitted to the Registrar of Voters and have been accepted for submission on the ballot. The Statement of Accuracy (which includes arguments for the measure) has been submitted to the Registrar, reviewed, and accepted.

Director Finn will ask Bill Adams for advice on what the Volunteer Association can include on the information card to the members of the District. Assistant Chief will let the Association know about sending the card.

e. Calendar Review (Robin)

Clerk Robin Woods reviewed upcoming calendar items with the board.

-Calendar Review Tax Measure

January -Determine the Preliminary Tax Rate

February-Request the Parcel Report from the county using the preliminary rate.
 March-Notice of Public Hearing (2026 Public meeting to be set for June, Posting needs to be mid-May)
 April 2026-Reminder that the renewal of the Tax Measure needs to go to the voters.
 April/May-Conduct Public Hearing (**Public Hearing will be held in June**)
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 August 2026-The Special Tax election data needs to be to the Registrar of Voters the First week of August.
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 August/September-Tax Roll and Appropriations Limit Resolution sent to the County.

-Calendar Review General Business

Jan-Feb-Board to appoint Board Labor Negotiators for upcoming contract
 April-Set up Budget Committee meeting to prepare preliminary budget for June meeting.
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 July 15-August 9 Board Members file for re-election with the Registrar of Voters.
 (Terms ending in 2026 are Director Kruljac, Director Neves, and Director Steach)
 August-Budget Committee meet to prepare final budget for Board approval in September.
 September-Final Budget review and approval.
 Nov-Nomination of Officers of the Board (Every 2 years. Next election 2027)
 Dec-Election of Officers of the Board for January 1 start date. (Every 2 Years. Next election 2027)

8. ANNOUNCEMENTS/GOOD OF THE ORDER

Director Finn Presented the LAFCO Ballot request to the Board and introduced the 2 Candidates, William Norton and Rob Steward. He opened the floor for discussion. Director Kruljac made the motion that the Board vote for William Norton. Director Steach seconded the motion. Director Finn called for a vote. The motion passed by the following vote:
 Ayes-4 Noes-0 Absent-1 Abstain-0

9. CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation (*Govt Code section 54956.9(d)(2)) - Claim of Schell-Vista Volunteer Fireman's Association.*
2. Conference with Legal Counsel - *Anticipated Litigations (Govt Code section 54956.9(d)(2))*

*Director Finn called for a closed meeting at 7:54
 Director Finn resumed the open meeting at 8:48
 Report: Nothing to Report*

10. CLOSED SESSION REPORT - **Discussion and Possible Action**

Nothing to Report.

11. ADJOURMENT

Director Kruljac made the motion to adjourn at 9:17 PM. Director Steach seconded the motion. The motion passed and the meeting was adjourned

Next scheduled meeting is October 7, 2026

If Applicable, Board meeting documents are available to review at SVFPD Station 1, 22950 Broadway, Sonoma, CA 95476. Please call (707)938-2633 for an appointment



AwareCA Talking Points

Public safety agencies are the primary source of verified emergency information, working to keep Californians informed during wildfires, using all available tools -- social media, news partnerships, websites, in-person, and other available communication channels. Now, with AwareCA, we're building on that foundation—using trusted tools and modern technology to share critical information even faster, and delivering where people want it most, their mobile devices.

1. AwareCA is the authoritative source for real-time public safety information in California.

The platform replaces fragmented alerts and cuts through misinformation by delivering verified updates directly from fire departments and public safety agencies.

2. AwareCA provides accurate, timely, and actionable information that Californians can rely on during fast-moving emergencies.

With near-real-time updates, easy-to-understand maps, and critical notifications, users can act with confidence.

3. The AwareCA app strengthens statewide emergency communications by enabling fire departments and public safety agencies to share verified information on one platform.

It supports multi-agency coordination, reduces conflicting messages, and improves situational awareness for both the public and responders.

4. AwareCA empowers fire and public safety officials to control their message and tell their story with credibility.

Government communicators now have a modern, mobile-first platform optimized for how people consume information today—on their phones.

5. Californians want accurate information fast—and AwareCA delivers.

With millions seeking reliable updates during recent wildfires, the demand for authoritative information has never been clearer. AwareCA ensures the public always knows where to go for the truth.



AwareCA Frequently Asked Questions (FAQ)

What is AwareCA?

AwareCA is California's new mobile application for authoritative, near real-time emergency information delivered directly from participating fire departments and public safety agencies.

The platform supports statewide coordination among agencies to ensure communities receive consistent and reliable updates.

AwareCA is designed to help Californians stay informed about emergency-related activity near places they care about, such as home, work, school, and family locations.

Why was AwareCA created?

AwareCA was created to provide Californians with one trusted source for emergency information and to meet overwhelming public demand for mobile-first, verified, timely, and unified emergency updates.

AwareCA is a natural progression for public safety agencies who have always been committed to keeping Californians informed during wildfires. Now, we have the trusted tools and technology to bring those updates to Californians where they want it most, their mobile devices.

The app was designed to reduce misinformation and provide a single authoritative source, directly for first responders.

Who provides the information in AwareCA?

Information in AwareCA comes directly from public safety agencies, and fire departments managing incidents.

Data flows from multiple authoritative systems used by emergency responders and from information that agencies choose to publish for public awareness.

How is AwareCA different from social media or crowd-sourced apps?

Unlike crowd-sourced apps or unofficial social media pages, information shared through AwareCA comes directly from fire departments and public safety agencies.

What type of information does AwareCA provide?

Each agency has the unique ability to share information their jurisdiction chooses.

Features include:



- Push notifications
- Near real-time incident updates
- Interactive 3-D incident maps for enhanced situational awareness
- Real-time aircraft tracking
- Authorized, delayed command audio, with strict rules preventing the broadcast of restricted or sensitive communications. (CAL FIRE Command Frequencies)
- Evacuation zones, mapped and listed
- Road closures
- Shelter and assistance locations
- Hazard information

The platform is designed to provide persistent situational awareness during and after emergencies.

Will AwareCA send emergency alerts and notifications?

Yes. AwareCA supports push notifications to help users stay informed about nearby threats and evolving incidents.

How does AwareCA help during wildfires?

The app helps users access trusted information quickly during fast-moving incidents.

Key features include push notifications, near real time incident updates, verified mapping data, locations of interest, traffic camera views, and consistent statewide messaging.

How does AwareCA improve public safety?

Accurate information helps people make informed decisions during emergencies.

AwareCA improves public safety by delivering timely, verified information directly from fire departments and public safety agencies, helping communities stay informed and prepared.

Why is authoritative information so important?

Incorrect or unofficial information can cause public confusion, noncompliance with evacuation orders, and reputational damage to agencies. AwareCA helps to mitigate those risks.

What does “persistent situational awareness” mean?

Persistent situational awareness means users receive ongoing updates throughout an incident — not just a single alert.



AwareCA provides continuous information as incidents evolve so communities can stay aware of changing conditions.

How often is incident information updated?

Incident information is updated when the agency responsible publishes new information. Some incidents may be updated frequently, while others may only be updated when meaningful changes occur.

Why is a statewide platform important?

Large emergencies in California often involve multiple agencies and jurisdictions that can be confusing to the public during an emergency.

AwareCA helps improve coordination and reduce conflicting messages by providing one centralized platform for verified public information directly from first responders.

Is AwareCA free to use?

Yes. AwareCA and all its features are available to the public at no cost.

Is AwareCA available statewide?

Yes. AwareCA is designed as a statewide platform that supports fire agencies and emergency response organizations throughout California who choose to participate.

Can media organizations use AwareCA?

Yes. AwareCA was designed to support the public, media outlets, elected officials, and emergency response agencies with reliable, verified emergency information.

Media organizations can use AwareCA as a centralized source for official incident updates.

Where is AwareCA available?

AwareCA is available through the Apple App Store and Google Play Store.

Additional information about the platform is available at Aware.CA.gov.





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DISTRICT ACCOUNTANT'S REPORT TO THE BOARD OF DIRECTORS

October 7, 2026

STANDARD MONTHLY REPORTING

District Financials:

a) Expense Statements.

b) Copies of the Bank Statements reflecting the reconciliation with the Financial Statements.

c) Copies of the Accounts Payable Report reconciled to the Balance Sheet.

d) List of all Cash transactions by Bank account attached to the bank statement (Detail of all monies in and out.)

e) Fiscal Summary:

Payables submitted to the Chief and Directors for approval for the month of August 2026:

- Payables/Checks in the amount of \$70,608.85
- Payroll Expenses in the amount of \$324,806.04.

Bank Account Balances as of August 31, 2026:

- Exchange Bank Checking Account \$374,167.24
- Exchange Bank Money Market Account \$3,373,174.03
- Exchange Bank Payroll Account \$486,297.70

Receivables Due to the District as of August 30, 2026:

- Sonoma Raceway for Services for NASCAR - \$86,958.52
- Napa County Fire Contract - \$7,501.00

Schell-Vista Fire Protection District

Balance Sheet
As of Aug 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
723005 Exch Bank Chk 1140052562	374,167.24
723010 Exchange Money Mkt 2554	3,373,174.03
723012 Exch Bank Payroll 45810	486,297.70
723015 Operating	0.00
723106 Building Fund	0.00
723200 West America Payroll Acc	0.00
Total for Bank Accounts	\$4,233,638.97
Accounts Receivable	
1200 Accounts Receivable	301,746.63
Total for Accounts Receivable	\$301,746.63
Other Current Assets	
1250 A/R Due from Other Gov't	20,000.00
1333 DUE FROM STAFF TO DISTRICT	0.00
1499 Undeposited Funds	0.00
Total for Other Current Assets	\$20,000.00
Total for Current Assets	\$4,555,385.60
Fixed Assets	
1500 Fixed Assets	
1505 Land	283,505.00
1510 Building	5,149,421.59
1520 Equipment	4,216,790.78
1570 Accumulated Depreciation	-5,945,254.32
999 Undistribute	0.00
Total for 1500 Fixed Assets	\$3,704,463.05
Total for Fixed Assets	\$3,704,463.05
Other Assets	
1900 Deferred Outflow	656,988.00
Total for Other Assets	\$656,988.00
Total for Assets	\$8,916,836.65

Schell-Vista Fire Protection District

Balance Sheet
As of Aug 31, 2026

	Total
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	164,837.57
Total for Accounts Payable	\$164,837.57
Other Current Liabilities	
2100 Payroll Liabilities	\$146,817.56
2105 Payroll Tax Liability	0.00
2200 Due to Calpers	-7,821.05
2220 Due to 401K	0.00
2225 Child Support	0.00
2230 Due to IRS Garnishment	0.00
2240 Union Dues	0.00
2250 Due to FR TX BD Ganshment	0.00
2260 Accrued Workers Comp	59,717.26
Total for 2100 Payroll Liabilities	\$198,713.77
2200 Compensated Absences	304,792.37
2275 Due to Bond Account	0.00
2285 Depo Fees paid Dist in Err	275.00
2300 Capital Leases	0.00
Total for Other Current Liabilities	\$503,781.14
Total for Current Liabilities	\$668,618.71
Long-term Liabilities	
2800 Net Pension Liability	240,579.00
2900 Deferred Inflow	122,361.00
Total for Long-term Liabilities	\$362,940.00
Total for Liabilities	\$1,031,558.71
Equity	
3000 Opening Bal Equity	193,465.53
3050 Net InvesCapital Assets	4,032,591.00
3100 Measure H Reserve	-168,912.14
3900 Fund Balance Unreserved	4,480,614.03
Net Income	-652,480.48
Total for Equity	\$7,885,277.94
Total for Liabilities and Equity	\$8,916,836.65



**Exchange
Bank**



P.O. Box 3788 | Santa Rosa CA 95402-3788

Return Service Requested

00006091-0015341-0001-0002-MIMR8010390831266175

SCHELL-VISTA FIRE PROTECTION DISTRICT
22950 BROADWAY
SONOMA CA 95476

Last statement: July 31, 2026
This statement: August 31, 2026
Total days in statement period: 31

Page 1 of 3
XXXXXX2562
(0)

Direct inquiries to:
707 524-3000

Exchange Bank
P O Box 403
Santa Rosa CA 95402

Public Funds Interest Checking

Account number	XXXXXX2562	Beginning balance	\$84,065.54
Avg collected balance	\$303,948	Total additions	664,278.32
Interest paid year to date	\$146.74	Total subtractions	340,836.68
		Ending balance	\$407,507.18

unclear

33,339.94

374,167.24

CHECKS

Number	Date	Amount	Number	Date	Amount
11030	08-03	405.00	11122	08-13	1,892.33
11092 *	08-03	855.00	11123	08-12	3,681.00
11093	08-04	540.00	11124	08-18	540.00
11094	08-07	855.00	11126 *	08-18	152.16
11099 *	08-04	2,300.00	11127	08-18	42.79
11101 *	08-20	1,395.00	11128	08-14	1,500.00
11102	08-04	855.00	11129	08-19	7,963.00
11103	08-03	1,440.00	11130	08-18	574.15
11107 *	08-05	4,230.30	11131	08-19	6,753.60
11108	08-11	7,223.81	11132	08-20	45.05
11109	08-11	211.00	11133	08-20	164.00
11110	08-14	487.12	11134	08-24	235.00
11111	08-12	3,258.00	11135	08-25	767.52
11112	08-12	585.00	11136	08-26	42.50
11113	08-12	1,274.22	11137	08-25	48.36
11114	08-12	2,041.62	11138	08-25	1,016.10
11115	08-11	7,781.09	11139	08-26	509.81
11116	08-14	426.08	11140	08-21	22.26
11117	08-12	305.00	11141	08-25	3,271.78
11118	08-12	13,129.81	11143 *	08-24	585.00
11119	08-12	324.67	11144	08-25	493.61
11120	08-10	1,992.20	11145	08-26	3,465.00
11121	08-12	294.31	11146	08-24	1,718.00



Schell-Vista Fire Protection District

Transaction Report

August 2026

	Transaction date	Transaction type	Num	Name	Description	Amount
723005	Exch Bank Chk 1140052562					
	Beginning Balance					
	08/04/2026	Bill Payment (Check)	ACH	George Petersen Insurance Agency	SCHEFPD-02	-1,132.00
	08/04/2026	Bill Payment (Check)	ACH	George Petersen Insurance Agency	SCHEFPD-02	-1,342.00
	08/04/2026	Journal Entry	Reimbursemen from Vol		Reimburse for Ryder Truck for BBQ charged on Matt Garner CC	327.23
	08/04/2026	Bill Payment (Check)	11119	Comcast		-324.67
	08/04/2026	Bill Payment (Check)	11120	Munoz Payroll Services		-1,992.20
	08/04/2026	Bill Payment (Check)	11123	William L Adams PC		-3,681.00
	08/04/2026	Bill Payment (Check)	11118	CaliforniaChoice Benefit Administration	84459	-13,129.81
	08/04/2026	Bill Payment (Check)	11122	USBank (Cal Cards)	4866 91** **** 1051	-1,892.33
	08/04/2026	Bill Payment (Check)	11121	PG&E	9836214944-9	-294.31
	08/05/2026	Check	SVCCHRG		Service Charge	-32.00
	08/08/2026	Bill Payment (Check)	11130	Recology Sonoma Marin		-574.15
	08/08/2026	Bill Payment (Check)	11133	U. S. Postmaster		-164.00
	08/08/2026	Bill Payment (Check)	11127	Friedman's Home Improvement	0006465	-42.79
	08/08/2026	Bill Payment (Check)	11131	REDCOM		-6,753.60
	08/08/2026	Bill Payment (Check)	11128	Ironbark Arborists & Forestry Inc		-1,500.00
	08/08/2026	Bill Payment (Check)	11125	Bonneau's	27667	-440.15
	08/08/2026	Bill Payment (Check)	11124	Beck Blair		-540.00
	08/08/2026	Bill Payment (Check)	11129	Jones Garage Door Co., Inc.		-7,963.00
	08/08/2026	Bill Payment (Check)	11126	Brady IFS/ Formerly Fishman Supply Company	7346	-152.16
	08/08/2026	Bill Payment (Check)	11132	Sonoma Auto Parts	76200	-45.05
	08/08/2026	Bill Payment (Check)	ACH	George Petersen Insurance Agency	SCHEFPD-02	-2,470.00
	08/15/2026	Bill Payment (Check)	11140	Friedman's Home Improvement	0006465	-22.26
	08/15/2026	Bill Payment (Check)	11147	Ricoh USA Inc. TX	1328999-1028154USC	-204.70
	08/15/2026	Bill Payment (Check)	11144	L. N. Curtis & Sons	C36390	-493.61
	08/15/2026	Bill Payment (Check)	11136	Cintas Corporation	10042026	-42.50
	08/15/2026	Bill Payment (Check)	11142	Juan Velasquez		-184.24
	08/15/2026	Bill Payment (Check)	11143	Kevin Plume		-585.00
	08/15/2026	Bill Payment (Check)	11146	Marin IT, Inc		-1,718.00

08/15/2026	Bill Payment (Check)	11138	Comcast		-1,016.10
08/15/2026	Bill Payment (Check)	11145	Liebert Cassidy Whitmore	SC001-10000	-3,465.00
08/15/2026	Bill Payment (Check)	11139	Daniele's Classic Auto Body		-509.81
08/15/2026	Bill Payment (Check)	11137	City of Sonoma	006676-000	-48.36
08/15/2026	Bill Payment (Check)	11134	Adaptive Pest Control, Inc.	4977 and 4978	-235.00
08/15/2026	Bill Payment (Check)	11135	Choice Builder	B08253	-767.52
08/15/2026	Bill Payment (Check)	11141	Hanover Insurance Group	1533565517-001-000	-3,271.78
08/17/2026	Transfer			Transfer for UAL	186,000.00
08/18/2026	Bill Payment (Check)	EFT	John Hancock 401K	7/16 - 7/31/26	-3,000.00
08/18/2026	Bill Payment (Check)	11148	AT&T		-1,963.06
08/18/2026	Bill Payment (Check)	11150	ProSolar Clean, LLC		-355.65
08/18/2026	Bill Payment (Check)	11149	David Taussig & Associates, Inc.	13-80263.000	-300.15
08/18/2026	Bill Payment (Check)	EFT	CalPERS	2285538681	-194,327.00
08/19/2026	Bill Payment (Check)	EFT	CalPERS	7/16 - 7/31/26	-15,786.49
08/19/2026	Bill Payment (Check)	EFT	CalPERS	8/1 - 8/15/26	-15,775.76
08/20/2026	Bill Payment (Check)	EFT	John Hancock 401K	8/1 - 8/15/26	-400.00
08/20/2026	Bill Payment (Check)	EFT	CalPERS	2285538681	-15,864.72
08/20/2026	Deposit		Interluxe Group	Ferari Event	857.06
08/22/2026	Bill Payment (Check)	11152	Stryker Sales., LLC	20358510	-491.05
08/22/2026	Bill Payment (Check)	11151	CA Refrigeration & Food Equipment	C065558	-435.00
08/25/2026	Deposit		Sonoma Raceway	NHRA 2026	76,157.62
08/25/2026	Bill Payment (Check)	11153	CAPF		-236.00
08/25/2026	Bill Payment (Check)	11156	Verizon Wireless	571618481-00001	-345.76
08/25/2026	Bill Payment (Check)	11155	Stryker Sales., LLC	20358510	-11,134.88
08/25/2026	Bill Payment (Check)	11154	Marin IT, Inc		-487.50
08/26/2026	Transfer			To Checking	200,000.00
08/30/2026	Bill Payment (Check)	11159	First National Bank (Ray)	4418 22** **** 6867	-15.00
08/30/2026	Bill Payment (Check)	11158	Exchange Bank (Ray's Card)	4798 51** **** 1904	-32.13
08/30/2026	Bill Payment (Check)	11163	Marin IT, Inc		-200.00
08/30/2026	Bill Payment (Check)	11160	Friedman's Home Improvement	0006465	-63.36
08/30/2026	Bill Payment (Check)	11157	Culligan Water Co	174409	-66.29
08/30/2026	Bill Payment (Check)	11161	Geargrid Corporation	01-0001662	-172.71
08/30/2026	Bill Payment (Check)	11162	Jones Garage Door Co., Inc.		-2,430.00
08/31/2026	Deposit	INTEREST		Interest Earned	32.64
Total for 723005 Exch Bank Chk 1140052562					\$142,462.94
TOTAL					\$142,462.94



P.O. Box 3788 | Santa Rosa CA 95402-3788
Return Service Requested

00001766-0003531-0001-0001-MIMR8010390831266175

SCHELL-VISTA FIRE PROTECTION DISTRICT
22950 BROADWAY
SONOMA CA 95476

Last statement: July 31, 2026
This statement: August 31, 2026
Total days in statement period: 31

Page 1 of 1
XXXXXX2554
(0)

Direct inquiries to:
707 524-3000

Exchange Bank
P O Box 403
Santa Rosa CA 95402

Public Funds Money Market

Account number	XXXXXX2554	Beginning balance	\$4,356,692.65
Avg collected balance	\$3,840,886	Total additions	2,481.38
Interest paid year to date	\$20,821.68	Total subtractions	986,000.00
		Ending balance	\$3,373,174.03

DEBITS

Date	Description	Subtractions
08-05	' Withdrawal	200,000.00
08-05	' Withdrawal	200,000.00
08-17	' Withdrawal	186,000.00
08-26	' Withdrawal	200,000.00
08-26	' Withdrawal	200,000.00

CREDITS

Date	Description	Additions
08-31	' Interest Payment	2,481.38

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
07-31	4,356,692.65	08-17	3,770,692.65	08-31	3,373,174.03
08-05	3,956,692.65	08-26	3,370,692.65		

INTEREST INFORMATION

Annual percentage yield earned	0.76%
Interest-bearing days	31
Average balance for APY	\$3,840,886.20
Interest earned	\$2,481.38

Thank you for banking with Exchange Bank

Schell-Vista Fire Protection District				
Transaction Report				
August 2026				
	Transaction date	type	Description	Amount
723010 Exchange Money Mkt 2554				
	Beginning Balance			
	08/17/2026	Transfer	Transfer for UAL	-186,000.00
	08/26/2026	Transfer	To Payroll	-200,000.00
	08/26/2026	Transfer	To Checking	-200,000.00
	08/31/2026	Deposit	Interest Earned	2,481.38
Total for 723010 Exchange Money Mkt 2554				-\$583,518.62
TOTAL				-\$583,518.62
Accrual Basis Saturday, October 03, 2026 11:29 AM GMT-07:00				



P.O. Box 3788 | Santa Rosa CA 95402-3788
Return Service Requested

00006925-0018677-0001-0002-MIMR8010390831266175

SCHELL-VISTA FIRE PROTECTION DISTRICT
PAYROLL
22950 BROADWAY
SONOMA CA 95476

Last statement: July 31, 2026
This statement: August 31, 2026
Total days in statement period: 31

Page 1 of 2
XXXXXX5810
(0)

Direct inquiries to:
707 524-3000

Exchange Bank
P O Box 403
Santa Rosa CA 95402

Public Funds Interest Checking

Account number	XXXXXX5810	Beginning balance	\$267,532.85
Avg collected balance	\$350,086	Total additions	400,039.06
Interest paid year to date	\$223.82	Total subtractions	179,175.29
		Ending balance	\$488,396.62

unclear 2098.92
486,297.70

CHECKS

Number	Date	Amount	Number	Date	Amount
12908	08-26	46.18	12943	08-06	2,362.42
12929 *	08-26	36.94	12946 *	08-12	161.62
12936 *	08-26	23.09	12947	08-26	43.18
12940 *	08-07	46.18	12948	08-24	620.48
12941	08-07	1,410.96			
12942	08-17	1,155.77			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
08-04	ACH Withdrawal SCHELL-VISTA FIR FEE 260804 I.SCHELLV CHECK SCHELL-VISTA FIRE PROT	216.76 ✓
08-04	ACH Withdrawal SCHELL-VISTA FIR TAXCOLLECT 260804 I.SCHELLV CHECK SCHELL-VISTA FIRE PROT	32,024.70 ✓
08-04	ACH Withdrawal SCHELL-VISTA FIR DD COLLECT 260804 I.SCHELLV CHECK SCHELL-VISTA FIRE PROT	78,696.96
08-19	ACH Withdrawal SCHELL-VISTA FIR FEE 260819 I.SCHELLV CHECK SCHELL-VISTA FIRE PROT	117.80 ✓



Schell-Vista Fire Protection District

Transaction Report

August 2026

	Transaction date	Transaction type	Num	Description	Amount
723012 Exch Bank Payroll 45810					
	Beginning Balance				
	08/05/2026	Check	18968	8/5/26 Net	-101.58
	08/05/2026	Check	18969	8/5/26 Net	-2,491.58
	08/05/2026	Check	18970	8/5/26 Net	-7,349.99
	08/05/2026	Check	18971	8/5/26 Net	-4,079.95
	08/05/2026	Check	18972	8/5/26 Net	-46.17
	08/05/2026	Check	18973	8/5/26 Net	-457.14
	08/05/2026	Check	18974	8/5/26 Net	-87.73
	08/05/2026	Check	18975	8/5/26 Net	-1,177.84
	08/05/2026	Check	18976	8/5/26 Net	-203.17
	08/05/2026	Check	18977	8/5/26 Net	-415.57
	08/05/2026	Check	18979	8/5/26 Net	-23.09
	08/05/2026	Check	18978	8/5/26 Net	-3,819.76
	08/05/2026	Check	18980	8/5/26 Net	-1,410.96
	08/05/2026	Check	18981	8/5/26 Net	-3,698.70
	08/05/2026	Check	18982	8/5/26 Net	-189.32
	08/05/2026	Check	18983	8/5/26 Net	-103.43
	08/05/2026	Check	18984	8/5/26 Net	-1,746.72
	08/05/2026	Check	18985	8/5/26 Net	-4,712.74
	08/05/2026	Check	18986	8/5/26 Net	-1,155.77
	08/05/2026	Check	18987	8/5/26 Net	-46.18
	08/05/2026	Check	18988	8/5/26 Net	-36.94
	08/05/2026	Check	18989	8/5/26 Net	-762.67
	08/05/2026	Check	18990	8/5/26 Net	-1,155.76
	08/05/2026	Check	12941	8/5/26 Net	-1,410.96
	08/05/2026	Check	12940	8/5/26 Net	-46.18
	08/05/2026	Check	12942	07/05/26 Net	-1,155.77
	08/05/2026	Check	18994	8/5/26 Net	-1,916.00
	08/05/2026	Check	18995	8/5/26 Net	-4,452.58
	08/05/2026	Check	18997	8/5/26 Net	-1,240.84
	08/05/2026	Check	18998	8/5/26 Net	-36.94
	08/05/2026	Check	18996	8/5/26 Net	-60.03
	08/05/2026	Check	18999	8/5/26 Net	-23.09
	08/05/2026	Check	19000	8/5/26 Net	-5,892.25
	08/05/2026	Check	19001	8/5/26 Net	-4,391.11
	08/05/2026	Check	12943	8/5/26 Net	-2,362.42
	08/05/2026	Check	19003	8/5/26 Net	-1,325.90

	08/05/2026	Check	19004	8/5/26 Net	-3,211.12
	08/05/2026	Check	19005	8/5/26 Net	-23.09
	08/05/2026	Check	19006	8/5/26 Net	-659.17
	08/05/2026	Check	19007	8/5/26 Net	-2,205.21
	08/05/2026	Check	19008	8/5/26 Net	-3,719.76
	08/05/2026	Check	12945	8/5/26 Net	-517.16
	08/05/2026	Check	12944	8/5/26 Net	-23.09
	08/05/2026	Check	12946	8/5/26 Net	-161.62
	08/05/2026	Check	19012	8/5/26 Net	-4,227.72
	08/05/2026	Check	19014	8/5/26 Net	-374.01
	08/05/2026	Check	19013	8/5/26 Net	-36.94
	08/05/2026	Check	19015	8/5/26 Net	-7,733.66
	08/05/2026	Check	12947	8/5/26 Net	-43.18
	08/05/2026	Check	19017	8/5/26 Net	-1,871.69
	08/05/2026	Check	19018	8/5/26 Net	-23.09
	08/05/2026	Check		8/5/26 Net	-216.76
	08/05/2026	Check		8/5/26 Net	-32,024.70
	08/20/2026	Check	19019	8/20/26 Net	-206.86
	08/20/2026	Check	19020	8/20/26 Net	-1,392.91
	08/20/2026	Check	19021	8/20/26 Net	-5,046.74
	08/20/2026	Check	19022	8/20/26 Net	-4,039.29
	08/20/2026	Check	19023	8/20/26 Net	-3,819.76
	08/20/2026	Check	19024	8/20/26 Net	-3,415.00
	08/20/2026	Check	19025	08/20/26 Net	-5,484.58
	08/20/2026	Check	12948	8/5/26 Net	-620.48
	08/20/2026	Check	19027	8/20/26 Net	-418.81
	08/20/2026	Check	19030	8/20/26 Net	-6,559.07
	08/20/2026	Check	19031	8/20/26 Net	-413.72
	08/20/2026	Check	19032	8/20/26 Net	-3,671.88
	08/20/2026	Check	19033	8/20/26 Net	-8,028.91
	08/20/2026	Check	19028	8/20/26 Net	-2,835.98
	08/20/2026	Check	19029	8/20/26 Net	-413.73
	08/20/2026	Check		8/20/26	-117.80
	08/20/2026	Check		8/20/26	-16,465.01
	08/26/2026	Transfer		To Payroll	200,000.00
	08/31/2026	Deposit	INTEREST	Interest Earned	39.06
Total for 723012 Exch Bank Payroll 45810					\$20,429.73
TOTAL					\$20,429.73
Accrual Basis Saturday, October 03, 2026 12:49 PM GMT-07:00					

Schell-Vista Fire Protection District

A/P Aging Summary Report

As of Aug 31, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
Bonneau's	311.32					311.32
California State Disbursement Unit	211.00					211.00
CalPERS	15,680.87					15,680.87
City of Sonoma	38.62					38.62
Comcast	324.67					324.67
David Taussig & Associates, Inc.	1,124.80					1,124.80
FRMS		48,565.50				48,565.50
John Hancock 401K	3,000.00					3,000.00
Kevin Plume	585.00					585.00
Kreativz, Inc.		1,150.00				1,150.00
Munoz Payroll Services	1,494.15					1,494.15
PG&E	12,728.96					12,728.96
Recology Sonoma Marin	574.15					574.15
Redwood Lock, Inc		3,783.36				3,783.36
Schell-Vista Volunteer Firefighter's Asssociations				67,665.58		67,665.58
The Hanover Insurance Company		3,271.78				3,271.78
USBank (Cal Cards)	1,807.81					1,807.81
William L Adams PC	2,520.00					2,520.00
TOTAL	40,401.35	56,770.64		67,665.58		\$164,837.57

Schell-Vista Fire Protection District

A/R Aging Summary Report

As of Aug 31, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
County of Sonoma			198,633.07			198,633.07
Napa County Fire Department			16,155.04			16,155.04
Sonoma Raceway			86,958.52			86,958.52
TOTAL			301,746.63			\$301,746.63

Schell-Vista Fire Protection District	
Profit and Loss	
August 2026	
	Total
Income	
44000 Interest	
44003 Interest Earned Bank Acc	2,553.08
Total for 44000 Interest	\$2,553.08
46000 Miscellaneous Revenue	
4020 Other Sales	
4025 Raceway Consultant Fee	77,014.68
Total for 4020 Other Sales	\$77,014.68
Total for 46000 Miscellaneous Revenue	\$77,014.68
Total for Income	\$79,567.76
Gross Profit	\$79,567.76
Expenses	
50000 Salaries & Employee Bene	
50010 Career Pay	95,885.41
50020 Career OT	33,794.69
50022 Career OT Strike Team Assigned to Incident	25,517.43
50030 Holiday Pay	4,979.17
50040 Volunteer Stipend Pay	
50040.1 Line Staff	23,242.75
50040.2 Strike Team Backfill Stipend Pay	1,695.00
Total for 50040 Volunteer Stipend Pay	\$24,937.75
50050 Fire Call & Drills	895.00
50052 Educational Incentive	2,990.86
50054 FLSA	2,794.41
50055 Special Project Manager	3,500.00
50056 Administrative Staff	3,284.51
50057 Battalion Chief Coverage	6,200.00
50058 Longevity Pay	3,510.75
50059 Bilingual Incentive	259.02
50060 CalPERS Retire Employer	31,922.58
50065 457 Plan Employer Contribution	1,200.00
50070 Employee Health Insuranc	13,897.33
50073 Insurance Pay in Lieu of Insurance	3,450.14
50075 Uniform Allowance	750.06
50080 Vacation Buyout	4,269.83
50095 Volunteer Strike Team Pay	6,016.00
51000 Payroll Taxes Employer	6,185.60
51010 Retirement Expense (UFP)	\$0.00
51018 CalPERS Costs	\$0.00
52000 Workers' Compensation Ins	48,565.50
Total for 50000 Salaries & Employee Bene	\$324,806.04
60000 Services & Supplies	

60050 Safety Gear (Wildland&Uni	
60050.3 Wildland Gear	493.61
60050.6 Uniforms (Vol. Staff)	183.88
Total for 60050 Safety Gear (Wildland&Uni	\$677.49
60070 Fire Equipment & Supplies	172.71
60100 Communications	484.61
60200 Household Contracts	301.29
60300 Insurances	
60310 Insurance - Accident/Sick	\$0.00
60350 Insurance- Liability	1,338.00
60352 Insurance-Property	6,543.56
60365 CAPF Long Term Disability	236.00
60370 Insurance-Automobile	1,128.00
Total for 60300 Insurances	\$9,245.56
60400 Maintenance - Equipment	45.05
60435 Maint 3882	509.81
60475 Maintenance - Other Equip	48.04
Total for 60400 Maintenance - Equipment	\$602.90
60600 Maintenance Building	
60610 Maint Bldg Station 1	10,623.90
60650 Maint Bldg Station 2	585.00
Total for 60600 Maintenance Building	\$11,208.90
60675 Medical Supplies	533.55
60680 Membrshp/Occupat Trackng	16.38
60750 Office Equip & Software	15.75
60775 Postage & Freight	164.00
60790 Public/Student Education	1,150.00
60800 Professional Services	
60805 Prof Serv-Website/Network	
60805.1 Peof Serv-Marin IT	2,405.50
Total for 60805 Prof Serv-Website/Network	\$2,405.50
60830 Prof Services - Legal	2,520.00
60840 Prof Services - Consultin	1,494.15
60850 Prof Services-Tax Measur	1,124.80
60880 Prof Services-Payroll Service Fees IBS	334.56
Total for 60800 Professional Services	\$7,879.01
60910 Dispatch Services	
60910.2 Tablet Command	3,813.60
60910.3 Device Replacement	2,940.00
Total for 60910 Dispatch Services	\$6,753.60
61000 Bank Fees	44.00
61020 Internet Based Program	70.41
61090 Equipment Rentals/Lease	-122.53
61150 Small Tools/Instruments	22.26
61300 Fuel/Oil	495.56
61400 Utilities/Garbage	
61410 Utilities Station 1	12,582.89

61420 Utilities Station 2	184.69
61430 Garbage Station 1	574.15
61440 Garbage Station 2	\$0.00
61450 Comcast Station 1	1,016.10
61452 Comcast Station 2	324.67
Total for 61400 Utilities/Garbage	\$14,682.50
Total for 60000 Services & Supplies	\$54,397.95
70000 Capital Outlay	
70012 Station 1 Upgrades	3,783.36
70019 Fire Fghtng Equip (Hoses)	1,179.69
70058 Medical Equip AED Units	3,142.40
Total for 70000 Capital Outlay	\$8,105.45



SONOMA COUNTY REGISTRAR OF VOTERS

3880 Brickway Blvd, Ste. 200 | PO Box 11485
Santa Rosa, CA 95403 | Santa Rosa, CA 95406
p: (707) 565-6800 f: (707) 565-6843
ROV-Info@sonomacounty.gov

Evelyn Mendez
Registrar of Voters
Wendy Hudson
Chief Deputy Registrar of
Voters

August 31, 2026

Schell-Vista Fire Protection District
22950 Broadway
Sonoma, CA 95476

Dear District Secretary:

There will not be an election in your district on November 3, 2026, as there were not enough candidates for the office(s) to be contested.

Pursuant to Elections Code § 10515, candidates will be appointed by the Sonoma County Board of Supervisors on September 15, 2026, to serve as if elected. The Board is also responsible for deciding who to appoint to any vacancies that remain. We have requested that they make those appointments on or before their November 17 meeting.

Pursuant to Elections Code §10554 elective officers, elected or appointed, take office at noon on the first Friday in December following the General District Election (December 4, 2026).

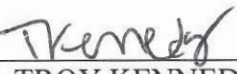
FULL TERM
ROBERT KRULJAC
JACQUES JANSON

SHORT TERM
WILLIAM STEACH

Enclosed you will find Certificate(s) of Election and Oaths of Office for these above-named candidates. Prior to taking office, each elective officer shall take the official oath and execute any bond required by the principal act. Any Director may administer the oath. Please issue the original oath to the candidate and return a copy to the Sonoma County Registrar of Voters Office, P.O. Box 11485, Santa Rosa, CA 95406.

If you should have any questions, please contact our office at (707) 565-6800.

Yours truly,
EVELYN MENDEZ
Sonoma County Clerk &
Registrar of Voters

by 
TROY KENNEDY
Deputy Clerk

**CERTIFICATE OF APPOINTMENT IN-LIEU OF
ELECTION AND OATH OF OFFICE**

(Elections Code Section 15401)

I, EVELYN MENDEZ, County Clerk and Registrar of Voters of the County of Sonoma, State of California, do hereby certify, that in lieu of the Consolidated General Election to be held on the 3rd day of November, 2026, Robert Kruljac will be appointed at a meeting of the Board of Supervisors held in said county on the 15th day of September, 2026, to the office of Director for the Schell-Vista Fire Protection District, Full Term and will take office and serve exactly as if elected for the 4 year term beginning December 4, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my
hand and official seal this 31st day of August 2026.

EVELYN MENDEZ, SONOMA COUNTY CLERK

BY _____


(Deputy Clerk)



Oath of Office

(Government Code Section 1360-1363. 3105)
(Section 3, Article XX, State Constitution)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

I, Robert Kruljac, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

District Director

(Name of Office)

(Candidate's Signature)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Signature of Person Administering Oath)

(Elections Code Section 15401)

Kennedy
(Deputy Clerk)



(Government Code Section 1360-1363.3105)
(Section 3, Article XX, State Constitution)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

I, Jacques Janson, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Name of Office)

(Candidate's Signature)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Signature of Person Administering Oath)

(Elections Code Section 15401)

(Deputy Clerk)

(Signature of Person Administering Oath)

Named Insured:
SCHELL-VISTA FIRE PROTECTION
DISTRICT

Policy Number: VFG5-TR-0001069-02/000
Policy Period: From 04-01-2026
To 04-01-2027

MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

Limits of Insurance

Aggregate Limit	\$ 3,000,000	Coverage A and B Combined
Coverage A	\$ 1,000,000	Each Wrongful Act or Offense
Coverage B	\$ 100,000	Each Action for Injunctive Relief
Deductible (Coverage A only)	\$ 0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 6,453.00

Taxes, Fees and Surcharges:

Total Premium: \$ 6,453.00

Management Liability Forms

See Schedule of Forms and Endorsements

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION V. CONDITIONS** contained in this coverage part.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI. DEFINITIONS**.

SECTION I. COVERAGES

Coverage A. Insuring Agreement - Liability for Monetary Damages

1. We will pay those sums that the insured becomes legally obligated to pay as monetary damages arising out of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any such offense or "wrongful act" and settle any "claim" or "suit" that may result. However:
 - a. The amount we will pay for damages is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**. However, we may, prior to any "claim" or "suit" and at our sole discretion and expense, help you with an Equal Employment Opportunity Commission investigation, or an equivalent state or local agency investigation. If we choose to help you with an investigation, our help will be strictly voluntary, and we may discontinue it at any time. You agree that our help does not admit, confirm, waive, estop, or in any way represent a determination of coverage of any alleged employment related violation.
2. This insurance applies only to offenses or "wrongful acts" that:
 - a. take place in the "coverage territory";
 - b. first occur during the policy period; and
 - c. prior to the policy period, no officer, director, commissioner, or trustee, and no volunteer or employee authorized by you to give or receive notice of a "claim", knew or had reason to know that the offense or "wrongful act" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the offense or "wrongful act" had occurred, in whole or in part, then any continuation, change or resumption of such offense or "wrongful act" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
3. An offense or "wrongful act" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph 2.c. above, includes any continuation, change or resumption of that offense or "wrongful act" after the end of the policy period.

4. An offense or "wrongful act" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph 2.c. above:
 - a. Reports all, or any part, of the offense or "wrongful act" to us or any other insurer;
 - b. Receives a written or verbal demand or "claim" for damages because of the offense or "wrongful act"; or
 - c. Becomes aware by any other means that an offense or "wrongful act" has occurred or has begun to occur.

Coverage A. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest earned on that part of any judgment within our limit of insurance after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the limits of insurance.

Coverage B. Insuring Agreement - Defense Expense for Injunctive Relief

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. However:
 - a. The amount we will pay for "defense expense" is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. We have no obligation to arrange or provide the defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is covered.
2. This insurance applies only if:
 - a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
 - b. Such action is filed during the policy period; and
 - c. The insured:
 - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and
 - (2) Is reasonably expedient in requesting us to pay the "defense expense".

3. All actions based on or arising out of the same or related offenses or "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:
 - a. Insureds;
 - b. Plaintiffs;
 - c. Demands asserted; or
 - d. Injunctions, temporary restraining orders or prohibitive writs.

SECTION II. EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

- a. **Other Applicable Coverage**
Any offense or "wrongful act" which is insured by any other policy or policies except:
 - (1) A policy purchased to apply in excess of this coverage part; or
 - (2) That portion of monetary damages otherwise covered by this coverage part which exceeds the limits of liability of such other policy or policies, subject to the **Other Insurance** condition in **SECTION V. CONDITIONS**.
- b. **Bodily Injury, Property Damage, Personal and Advertising Injury**
"Bodily injury", "property damage", or "personal and advertising injury" except when resulting from a covered "employment practices" offense.
- c. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.
- d. **Professional Health Care**
Providing or failing to provide "professional health care services".
- e. **Fines**
Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.
- f. **Bonds**
Any obligation related to a fidelity bond or a surety bond.
- g. **Contracts**
Any amount actually or allegedly due under the terms of any contract for the purchase of goods or services or any payment or performance contract, other than an employment contract.
- h. **Employment Contracts**
Any amount actually or allegedly due under the terms of any contract of employment for a definite term, or as severance pay under any contract of employment.
- i. **Wage and Hour Laws**
Back wages, overtime or similar damages if specified by the Fair Labor Standards Act of 1938, as amended, or any other wage or hour law.
- j. **Failure to Maintain Insurance**
The failure to effect or maintain:
 - (1) Insurance of any kind, including adequate limits of insurance; or
 - (2) Suretyship or bonds.This exclusion does not apply to the extent coverage is provided for the "administration" of "employee benefit plans".

k. **Performance of Employee Benefit Plans**

Any "employment practices" offense or any offense in the "administration" of "employee benefit plans" arising out of:

- (1) Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- (2) Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- (3) Errors in providing information or failing to provide information on past performance of investment vehicles;
- (4) Failure of the insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- (5) The liability of others which is assumed by the insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- (6) Any claim for the return of compensation paid by the insured if a court determines that the payment was illegal; or
- (7) Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

l. **Claims Against Other Insureds**

Any actions for "injunctive relief" or "claims":

- (1) By a Named Insured against any other insured; or
- (2) By one Named Insured against another Named Insured.

m. **Criminal Acts**

Damages, loss, or expense arising out of or contributed to by any fraudulent, dishonest, criminal, or malicious act of the insured or the willful violation of any statute, ordinance, or regulation committed by or with the knowledge of the insured. However, we will defend the insured for covered civil action subject to the other terms of the coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Abuse and Molestation**

Damages, loss, or expense arising out of or contributed to by:

- (1) The actual, alleged, or threatened abuse or molestation including but not limited to sexual abuse or sexual molestation of any person committed by anyone; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failing to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above.

o. **Profit, Advantage or Remuneration**

Any loss, cost or expense based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

p. **ERISA, COBRA and WARN Act Liability**

Damages, loss or expense arising out of or contributed to by any insured's obligations under:

- (1) the Employee Retirement Income Security Act of 1974 (ERISA);
- (2) the Comprehensive Omnibus Budget Reconciliation Act (COBRA);
- (3) the Worker Adjustment and Retraining Notification Act (WARN); or
- (4) any similar federal, state, or local laws or regulations;

including subsequent amendments or any regulations promulgated thereunder.

q. **Compliance with ADA Requirements**

Costs or expenses incurred as a result of physical modifications made to accommodate persons with disabilities as required by:

- (1) the Americans with Disabilities Act of 1990; or
- (2) any federal, state, or local disability discrimination or accommodation laws or regulations; including subsequent amendments or any regulations promulgated thereunder.

r. **Strikes**

Damages, loss or expense arising out of or contributed to by any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations.

s. **Tax Assessments**

Damages, loss or expense arising out of or contributed to by any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

t. **Debt Financing**

Damages, loss or expense arising out of or contributed to by any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

u. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply if:

- (1) There is no allegation that you are liable for, the cause of, or responsible in whole or in part for any pollution; and
- (2) You are alleged to be liable solely as a result of ordering an evacuation, a business or building closure, or other similar action to protect persons or property, provided you are authorized by law to take such actions.

v. **Asbestos, Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- (2) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (3) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

w. **Fungi or Bacteria**

- (1) Any liability, loss, injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any

way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

x. **Attorney Fees and Court Costs**

Any award of costs or fees which arises out of an action for "injunctive relief".

y. **Perfluoroalkyl and Polyfluoroalkyl Substances**

Any offense, or "wrongful act", or "defense expense" or to any obligation or expense whatsoever arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity

SECTION III. WHO IS AN INSURED

1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Volunteers and employees, including any elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement.
 - d. **Blanket Additional Insureds.** Any person or organization liable for your "employment practices" offenses, offenses arising out of the "administration" of your "employee benefit plans", or other "wrongful acts" committed or alleged to have been committed by you is an insured under this coverage part, but only to the extent of that liability.
3. **Outside Directorship Extension.** Your volunteers, employees, officers, directors, commissioners, or trustees, while acting independently and not on behalf of your organization, are insureds while they serve on the board of directors of an outside organization as specified herein:
 - a. The outside organization was established and is currently chartered as not-for-profit; and
 - b. The organization is a separate and distinct entity not subject to your direction and control; and
 - c. The organization exists for the purpose of supporting and furthering the efforts and welfare of the organizations or individuals who provide fire service, emergency medical response or rescue services.

This coverage shall be excess of and not contribute with:

 - (1) Any insurance available, whether primary or excess; and
 - (2) Any corporate indemnification agreements afforded by the outside organization.

In no event will this insurance inure to the benefit of the outside organization or to any of its officers, directors, commissioners, trustees, volunteers or employees, except to the extent that coverage is provided to an insured as set forth above.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to any "employment practices" offense, offense in the "administration" of your "employee benefit plans", or other "wrongful act" that occurred before you acquired or formed the organization or of which you had notice or knowledge.

No organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Monetary damages under Coverage A; and
 - b. "Defense expense" under Coverage B;
 for each Named Insured shown in the Declarations.
3. **Non-Stacking of Limits.** Subject to 2. above, the Each "Wrongful Act" or Offense limit is the most we will pay under Coverage A for the sum of all monetary damages arising out of the same or related "employment practices" offenses, offenses in the "administration" of your "employee benefit plans", or other "wrongful acts". Furthermore, if monetary damages arising out of the same or related offenses or "wrongful acts" would cause two or more of our policy periods under this and any predecessor or successor coverage part to apply, then only the limit applicable to the earliest such offense or "wrongful act" will apply. Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.
4. Subject to 2. above, the Each Action for "Injunctive Relief" limit is the most we will pay under Coverage B for all "defense expense" arising out of all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
5. The Aggregate Limits of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
6. Our obligations under this coverage part end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages or "defense expense" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

SECTION V. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an offense or "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should include:
 - (1) How, when and where the offense or "wrongful act" took place; and
 - (2) The names and addresses of any persons seeking damages or any witnesses.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- e. Notice shall be deemed given as soon as practicable if it is given by the person to whom you have delegated such responsibility as soon as practicable after they become aware of an offense or "wrongful act".

3. Duties in the Event of a Request to Pay "Defense Expense" for "Injunctive Relief"

- a. You must see to it that we are notified as soon as practicable of an action or proceeding which may give rise to a request for us to respond for "defense expense". To the extent possible, notice should include:
 - (1) The plaintiff in the action;
 - (2) The court or agency involved;
 - (3) The relief being sought; and
 - (4) The date of the action and any underlying demand.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any legal papers received in connection with the action and any underlying demand;
 - (2) Cooperate with us in the determination of any "defense expense" which may be covered by this insurance; and
 - (3) Submit a request for us to pay any covered "defense expense".

4. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages or "defense expense" from an insured; or
- b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages or "defense expenses" that are not payable under the terms of this coverage part or that are in excess of the applicable Limit of Insurance. Under Coverage A, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, employee, elected or appointed officer, director, commissioner, trustee or medical director for a loss or "defense expense" we cover under this coverage part, our insurance is primary, with no consideration or contribution with

such other insurance. However, this does not apply to such insureds when serving on the board of directors of an outside organization as described in the **Outside Directorship Extension** of **SECTION III. WHO IS AN INSURED**.

If other valid and collectible insurance is available to insureds other than volunteers, employees, elected or appointed officers, directors, commissioners, trustees or medical directors for a loss or "defense expense" we cover under this coverage part, this insurance is excess over any of the other insurance and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis.

6. Representations

By accepting this coverage part, you agree:

- a. The information in the Declarations is accurate and complete.
- b. That information is based upon representations you made to us in the application for this insurance. This application forms the basis of our obligations under this coverage part.
- c. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

7. Separation of Insureds

Except with respect to the Limit of Insurance as described in **SECTION IV**, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of such non-renewal not less than 30 days before the expiration date. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right to Claim Information

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act" or other offense not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. or paragraph 3.a. of this section. We will include the date and a brief description of such "wrongful act" or offense if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI. DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling volunteers or employees, other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of volunteers or employees under your "employee benefit plans".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means written or oral notice, including "suit", from any party that it is their intention to hold the insured responsible for damages arising out of an offense or "wrongful act" by the insured.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Defense expense" means under Coverage B, fees or expenses incurred by the insured for:
 - a. Legal fees charged by the insured's attorney;
 - b. Court costs;
 - c. Expert witnesses; and
 - d. The cost of court bonds, but we do not have to furnish these bonds.

"Defense expense" does not include:

- (1) Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
 - (2) Any expenses other than a., b., c. and d. above.
6. "Employee benefit plans" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to volunteers or employees.
 7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or employee, including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or employees;
 - e. Negligent evaluation of volunteers or employees;
 - f. Retaliation against volunteers or employees for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
9. "Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.
10. "Perfluoroalkyl Or Polyfluoroalkyl Substance" means any substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms including but not limited to perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.
- "Perfluoroalkyl Or Polyfluoroalkyl Substance" also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence
11. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
 - Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication in any manner of material that violates a person's right of privacy;
 - The use of another's advertising idea in your advertisement; or
 - Infringing upon another's copyright, trade dress or slogan in your advertisement.
12. "Professional health care services" means:
- Providing medical or nursing services;
 - Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - Handling of patients:
 - From the place where they are accepted for movement into or onto the means of transport,
 - During transport, and
 - From the means of transport to the place where they are finally delivered;
 - Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
13. "Property damage" means:
- Physical injury to tangible property, including all resulting loss of use of that property; and
 - Loss of use of tangible property that is not physically injured but results from a. above.
14. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:

- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- However, "sexual harassment" does not include sexual abuse.

15. "Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

16. "Wrongful act" means any actual or alleged error, act, omission, misstatement, misleading statement, neglect or breach of duty committed by you or on behalf of you in the performance of your operations, including misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively, that results directly, but unexpectedly and unintentionally, in damages to others.

EXCLUSION – CONFIDENTIAL INFORMATION

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE FORM

A. The following is added to SECTION II. EXCLUSIONS:

This insurance does not apply under either **Coverage A** or **Coverage B** to:

Confidential Information

Any injury, damage, expense, cost, loss, liability, or legal obligation alleged as a result of, arising out of, based upon, or attributable in any way to:

- (1) Any violation of a “data privacy law”; or
- (2) Except to the extent that a “claim” is for an “employment practices” offense other than employment-related misrepresentation(s) to or employment-related invasion of privacy of an actual, prospective, or former volunteer or employee of an insured as described in subparagraphs **d.** and **e.** of the definition of “personal and advertising injury”, any:
 - (a) Failure to protect “confidential information”; or
 - (b) Wrongful access, obtainment, collection, disclosure, destruction, processing, profiling, retention, sale, sharing, storage, or use of “confidential information”; or
 - (c) Failure to comply with those parts of an insured’s privacy policy that relate to the manner in which an insured accesses, obtains, collects, discloses, destroys, processes, retains, protects, sells, shares, stores, uses, or provides access to, “confidential information”.

B. The following definitions are added to the DEFINITIONS section:

“Confidential information” means any information relating to an identified or identifiable individual or household including, without limitation, information from which an individual may be uniquely and reliably identified or contacted. “Confidential Information” includes, but is not limited to, biometric information, biometric identifiers, or biometric data.

“Data privacy law” means:

- (1) The Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the General Data Protection Regulation ((EU) 2016/679 (GDPR)), the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act), Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLB), or any similar federal, state, local or foreign law or amendment to a law and any rules or regulations of the foregoing promulgated thereunder and amendments thereto; or
- (2) That part of any federal, state, local, or foreign law governing or relating to the access, obtainment, collection, disclosure, destruction, processing, retention, protection, profiling, sale, sharing, storage, or use of “confidential information”.

AMENDATORY ENDORSEMENT MANAGEMENT LIABILITY

This endorsement modifies insurance provided under the following:

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM

1. HIPAA Fines and Penalties

HIPAA Fines and Penalties Schedule

Limit of Insurance

\$100,000	Each HIPAA Claim
\$100,000	Aggregate

The exclusion for **Fines** in **Section II. Exclusions** is replaced by the following:

Fines

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

Except for violations due to willful neglect as defined by the Health Insurance Portability and Accountability Act (HIPAA), this exclusion does not apply to the payment of fines and penalties assessed for HIPAA violations up to the limit of insurance shown in the above HIPAA Fines and Penalties Schedule for the coverage provided under Coverage A. The Each HIPAA Claim Limit of Insurance is part of and not in addition to the Each Wrongful Act Limit shown on the Declarations. The Aggregate Limit of Insurance is part of and not in addition to the Aggregate Limit shown in the Declarations.

2. FLSA Defense Expense Insurance

FLSA Defense Expense Schedule

Limit of Insurance

\$100,000	Each FLSA Claim
\$100,000	Aggregate

The exclusion for **Wage and Hour Laws** in **Section II. Exclusions** is replaced by the following:

Wage and Hour Laws

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act (FLSA) of 1938, as amended, or any other wage or hour laws.

However, we will reimburse Your "defense expense" as a result of a "suit" for such back wages, overtime or similar damages,

Our duty to reimburse Your "defense expense" ends upon payment of the FLSA Claim **Limit of Insurance** shown in the **Defense Expense Schedule**. The Aggregate Limit of Insurance is the most we will pay for Your "defense expense" arising out of all "suits" in any one policy period.