

Felton Fire Protection District
131 Kirby Street, Felton, CA 95018
831-335-4422

**AGENDA FOR REGULAR MEETING OF
THE BOARD OF DIRECTORS**

September 09, 2024 at 6:00 pm

Location: *Felton Fire Station Meeting Room*, 131 Kirby St, Felton California

1.0 Convene Meeting

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

1.4 Approve meeting minutes of regular meeting held August 05, 2024.

1.5 Considerations of Additions to the Agenda

2.0 Public Comment:

Any person may address the Board at this time on any matter not on this agenda within the subject matter jurisdiction of the Felton Fire Protection District. The Board Chair may request that comments be limited to no more than three (3) minutes. Any matter that requires Board action will be referred to staff for a report and action at a subsequent meeting. The Brown Act prohibits the board from taking action on any item not listed on the agenda.

3.0 Public Hearing:

3.1 Adopt Final Budget for fiscal year 2024/2025

4.0 Director's Reports:

5.0 Staff Report: Fire Chief Blum

6.0 Unfinished Business:

6.1 Shared Services Committee update - Anderson

a) Shared Services - update- CalFire

6.2 Presentation regarding proposal to buy-out AT&T cell tower lease – Richard Hatch from TowerPoint

7.0 New Business:

7.1 Present Draft of Service Agreement between Ben Lomond Fire and Felton Fire for contract services- review - Blum

8.0 Approve paid vendor claims for the month of August 2024

9.0 Correspondence:

9.1 None

10.0 Closed Session: None

At any time during the regular meeting, the Board may adjourn to a closed session to consider land negotiations, litigation, and personnel matters or to discuss with legal counsel matter within the attorney-client privilege. Authority: Gov. Code Section: 54956.8, 54956.9 and 54957.

11.0 Set date for the next meeting: October 07, 2024 @ 6 pm Location in person @ Felton Fire Station

12.0 Adjourn

Felton Fire Protection District will accommodate persons with disabilities. Please phone the fire station and communicate your specific needs. Any person may comment on any agenda item and must be recognized by the Board Chair prior to comment. Anyone speaking must state their name for the record. **Posted September 05, 2024**



FELTON FIRE PROTECTION DISTRICT

131 Kirby Street, Felton CA 95018 831 335-4422

Regular Meeting Minutes

Of The Board of Directors

August 05, 2024

Location: *Felton Fire Station Meeting Room*, 131 Kirby St, Felton California

1.0 Convene Meeting:

1.1 Call to Order: Meeting was called to order by Chairperson Jim Anderson at 6:00 p.m.

1.2 Pledge of Allegiance

1.3 Roll Call: Directors Jim Anderson, Norm Crandell, Mike Shults

1.4 Staff: Chief Blum, L. Dennis

Absent: none

District legal representative C Bronson. Some squad members and many members of the public were in attendance

1.5 Approve meeting minutes of the Regular Meeting held on July 01, 2024. Regular meeting minutes approved as written on motion by Director Crandell and second by Director Shults and passed.

Ayes: Directors Anderson, Crandell and Shults

Noes: none

Abstain: none

Absent: none

1.6 Considerations of Additions to the Agenda: None.

2.0 Public Comment: Dan Arndt read rapidly from a document making claims and demands of board members. He asked for a vote of no confidence and removal, to which Ms. Bronson responded that the board currently can take no actions toward each other due to conflict of interest and lack of quorum according to Brown Act requirements.

3.0 Public Hearing: None

4.0 Directors Reports: None

5.0 Staff Report: Chief Blum provided his report and monthly update:

Fire Chief Monthly Update -July 2024

Response:

Total number calls - 62

Out of district call response – 11 nights, 9 total calls

Staffing total - 24

Staff on leave - 6

Staff separation July - 1

Workers' comp - 1

Available staff for response - 18

Apparatus:

E2310 – Inservice (priority for maintenance)

E2311 – Inservice

E2336 – Inservice

WT2350 – Inservice

B2303 – Inservice

U2397 – Inservice

U2398 – Inservice/ electrical problems not starting regularly needs follow up maintenance

Type 6 arrival – out of service, working on creating list of items to be done to place in service

Facilities:

Sleeper trailer- will need maintenance before winter and will be creating a list of priorities.

Kitchen stove - still leaking gas, working on a cost-effective replacement.

Ice Machine – Leaking and causing tiles to lift (working on alternate location)

Fire Chief administrative update:

Workers' comp – One individual – QME/released to work forthcoming

S2365 – Updated JPA forthcoming – currently in draft review

Letters of commendation for actions taken – Notification of intent to present

District counterpart – met with Chief Brownlee, Chief Maxwell, Chief Bingham – all have pledged support and have offered assistance

Overtime usage – has exceeded expectations and additional monies have been allocated

Press Release – Working on draft press release of district status and updates on progress for community

Additional items to note:

Supporting Felton Downtown Business Acc. with event Aug 10th (will be setting up booth for volunteers)

E2310 for static display and road closure

Met with SLV High – Established new evacuation procedures and routs of evacuation for campus

Cleared out some pending fire inspection items (from April) Still working on additional issues

E2310 participated in a Firewise event at roaring camp, I have heard back from some in community that we represented Felton Fire well.

Chief focus for next month by priority:

Staffing

CalFire Contract

Vehicle maintenance

Inventory of District items

Station compliance

Chief Blum stated he has met with the other Valley Chiefs to discuss their offers of staffing help.

Public comment-

- Sam Moeller requested an introduction of Chief Blum. Director Anderson introduced Isaac Blum to the audience as the Interim Fire Chief. He added that Chief Blum's

contract is for 120 days and includes no pay. Chief Blum invited anyone to stay after and speak individually.

6.0 Unfinished Business:

6.1 Shared Services Committee update - Anderson

a) Shared Services update- CalFire

Director Anderson read an email from Deputy Chief Jed Wilson stating Chief Armstrong was leaving unit and Felton’s RFP letter will be on hold until a new Chief is appointed. The action is expected in the next two weeks, then it’s hopeful discussion with Felton Fire Board can resume. Director Crandell added once the process begins again with CalFire it could take 90 days.

- Mark Rose commented that this process has already taken 10 months, and asked if there have been any LAFCO conversations regarding Felton’s status. He also asked what other contingencies are being considered. Director Anderson responded if it were necessary County Fire/ CSA48 would step in to provide service. Mark Rose asked what if the CalFire plan doesn’t go through? Director Anderson responded they may have to consider the possibility of contract firefighters.

6.2 FY 2024/2025 Budget- updates / set Public Hearing Meeting date to approve Final Budget- September 09, 2024

Laurie explained the adjustments to the preliminary budget to be included for the Final Budget. A \$50,000 decrease to the Contingency Funds would be allotted to the following expense lines to increase them. \$10,000 added to overtime, \$20,000 to vehicle service, \$15,000 to vehicle parts and \$5,000 to legal fees. There will still be \$650,000 available in Contingency Funds.

- Christina Wise commented/ asked if the district’s insolvency is just due to budgetary issues. Director Anderson clarified that we do have contingency funding remaining after the budgeted expenses for the year. Director Crandell referred to the larger percentage now going to staffing costs due to the full-time employees. Director Crandell added that the board does intend to do a tax measure for additional funding.

Director Crandell made a motion to set the meeting date for the Public Hearing to approve the 2024/2025 Final Budget for September 9, 2024. Director Shults seconded and it passed.

Ayes: Directors Anderson, Crandell and Shults

Noes: none Abstain: none Absent: none

7.0 New Business:

7.1 Cure and Correct response/ outcome- update and review most recent letter received from Dooright Enterprises

Director Anderson stated that the letter received from Dooright Enterprises is included under correspondence for review. They were satisfied with our actions taken and response to their request.

Public comment- Erica Schwanbeck asked if the agendas will be corrected for March 26 and April 12 that were indicated in the Cure and Correct. Legal representative C. Bronson responded that she would need to research this request.

Mark Rose asked about the original complaint which unseated the two board members, and why appointment couldn't have occurred. Director Anderson responded that by the time the Cure and Correct had been received regarding this issue, the time had lapsed for both the board of directors or the County to take any actions to appoint.

7.2 Board member use of District vehicle- update

District legal representative Cassie Bronson requested Director Shults leave the room during this discussion due to conflict of interest. Ms. Bronson read an overview of the event involving the water tender use. Mr. Shults has made restitution for the fuel and water used. She stated that there would be two choices of either admonishment or censure. She further explained that the board is unable to take any formal action regarding this as they do not have a quorum.

Public comment-

Sam Moeller expressed concern and questioned the level of standards appear to be different for accountability for staff and board.

Dan Arndt reiterated the same concerns.

Erica Schwanbeck stated she is concerned that this board member is up for re-election and the public does not know about this situation.

Dan Schwanbeck stated he felt taking the water tender put people at risk.

Adam Hensleigh stated he feels there is a lack of transparency. He called for people to run for their board seats.

Terry Pink stated he feels this is now a waste of time to keep pursuing this issue, as there are more important things and bigger issues the Fire Department needs to be doing.

Doug Conrad stated we need to move on, get a Fire Chief and get Firefighters to keep the district going.

Patrick Rosso stated he understands the key component, but he feels the standards should be the same and fair for everyone.

Director Shults was requested to return to the meeting room.

7.3 Amendment to FFPD Fee Schedule- discussion/ action

Chief Blum explained his request to amend the waiver of fees wording in our Fee Schedule. Current wording states exemptions can only be made by the board. He requested to include the Fire Chief be able to waive fees also. Director Crandell

asked for further explanation. Chief Blum described an example of potential stated fees for event stand-by coverage, which might be considered to be waived for a school. Director Crandell made a motion to approve the amendment. Director Shults seconded and all voted to approve.

7.4 Update on policies and procedures previously motioned by invalidated board member - Blum

Chief Blum requested this item be tabled; board members were in agreement.

7.5 Confirmation from IAFF international for Local 5499 - Blum

Chief Blum stated a letter was received from the IAFF which indicated that the local Union 5499 was valid. He requested that the charter be acknowledged.

Director Crandell made a motion to accept the charter of Union 5499. Director Shults seconded and it was approved.

8.0 Approve paid vendor claims for the month of July 2024: Board members reviewed the vendor claims in the amount of \$357,178.40 for the month of July 2024. Director Crandell asked about the B&H Electronics invoice, to which Chief Blum responded it replaced a laptop that was no longer working. Director Crandell noted that the Type 6 engine payment represented much of this month's total. Claims were approved as presented on motion by Director Crandell, seconded by Director Shults and approved.

9.0 Correspondence:

9.1 Email correspondence from E. Schwanbeck regarding concerns

9.2 Letter from Ivan Conrad/ Doorright Enterprises regarding resolved Cure and Correct Public comment-

Adam Hensleigh asked why a Facebook post was included in correspondence, to which Director Anderson responded that it was actually a part of the Doorright Enterprises letter.

Patrick Rosso asked if anyone knew Ivan Conrad. Board members responded they did not know who he is.

9.3 Letter from IAFF local 5499

10.0 Closed Session: None

11.0 Set date for the next meeting: The next Regular Meeting will be held on **Monday, September 09, 2024 at 6:00 P.M.** This will also be a Public Hearing to approve the FY2024/2025 Final Budget

12.0 Adjourn: Director Anderson moved to adjourn the meeting at 6:52 p.m.

Jim Anderson, Chairperson

Attest: Laurie Dennis, Secretary

Felton Fire Protection District FY 2024/25

FINAL BUDGET

7/25/2024

REVENUE		
40100	PROPERTY TAX-CURRENT SEC-GEN	989,243
40110	PROPERTY TAX-CURRENT UNSEC-GEN	21,213
40430	INTEREST	25,000
40440	RENTS & CONCESSIONS	39,240
40830	ST-HOMEOWNERS' PROPERTY TAX RELIEF	4,528
40894	STATE OTHER - GRANT FUNDING	5,000
41322	PLAN CHECKING FEES	2,500
42384	OTHER REVENUE	2,000
TOTAL REVENUE		1,088,724
GL344 FUND BALANCE CARRY-OVER-used		618,577
ESTIMATED AVAILABLE FUNDS		1,707,301
EXPENDITURES		
SALARIES & BENEFITS		
51000	REGULAR PAY-PERMANENT	502,500
51005	OVERTIME PAY- PERMANENT	13,000
51010	REGULAR PAY-EXTRA HELP	141,500
51015	REGULAR PAY-SICK LEAVE	2,400
52010	OASDI-SOCIAL SECURITY	52,080
52015	RETIREMENT	91,269
53010	EMPLOYEE INSURANCE AND BENEFITS	68,202
53015	UNEMPLOYMENT INSURANCE	20,000
54010	WORKERS COMPENSATION INSURANCE	84,000
TOTAL SALARIES & BENEFITS		974,951
SERVICES & SUPPLIES		
61110	CLOTHING & PERSONAL SUPPLIES	42,500
61215	RADIO	35,000
61221	TELEPHONE-NON TELECOM 1099 9/08	12,000
61310	FOOD	4,000
61425	OTHER HOUSEHOLD EXPENSE-SERVICES	6,500
61525	LIABILITY INSURANCE	40,000
61720	MAINT-MOBILE EQUIPMENT-SERVICES	44,000
61721	MAINT-MOBILE EQUIPMENT-SUPPLIES	40,000
61725	MAINT-OFFICE EQUIPMENT-SERVICES	2,000
61730	MAINT-OTHER EQUIPMENT-SERVICES	7,550
61731	MAINT-OTH EQUIP-SUPPLIES	2,500
61845	MAINT-STRUCT/IMPS/GRDS-OTHER-SERVICE	5,000

8/13/2024

61846	MAINT-STRUCT/IMPS/GRDS-OTHER-SUPPLIE	10,000
61920	MEDICAL, DENTAL & LAB SUPPLIES	12,050
62020	MEMBERSHIPS	3,000
62219	PC SOFTWARE PURCHASES	9,500
62221	POSTAGE	600
62223	SUPPLIES	2,000
62301	ACCOUNTING AND AUDITING FEES	23,500
62327	DIRECTORS' FEES	8,000
62358	LAUNDRY SERVICES	1,800
62367	MEDICAL SERVICES-OTHER	12,000
62381	PROF & SPECIAL SERV-OTHER	45,200
62420	LEGAL NOTICES	700
62500	EQUIPMENT LEASE & RENT	500
62715	SMALL TOOLS & INSTRUMENTS	7,000
62826	EDUCATION AND/OR TRAINING	20,000
62888	SPECIAL DISTRICT EXPENSE-SERVICES	14,000
62920	GAS, OIL, FUEL	20,000
62928	TRAVEL-OTHER	3,000
63070	UTILITIES	16,000
	TOTAL SERVICES & SUPPLIES	449,900
86110	BUILDINGS AND IMPROVEMENTS	28,000
86203	COMP EQUIPMENT	0
86204	EQUIPMENT	27,800
86209	MOBILE EQUIPMENT	226,650
	TOTAL FIXED ASSETS	282,450
	TOTAL EXPENDITURES	1,707,301
98700	CONTINGENCIES	650,000
	PPE	100,000
	Mobile Equipment	250,000
	Worker's Comp	100,000
	Building and Grounds	200,000

FELTON FIRE PROTECTION DISTRICT



Fiscal Year 2024/2025 FINAL Budget

	40100	PROPERTY TAX-CURRENT SEC-GEN		
			\$989,243	
			Total	\$989,243
	40110	PROPERTY TAX-CURRENT UNSEC-GEN		
			\$21,213	
			Total	\$21,213
	40430	INTEREST		\$25,000
	40440	RENTS AND CONCESSIONS		
		A T & T monthly rental (\$3,270/mo)	\$39,240	
			Total	\$39,240
	40830	ST-HOMEOWNERS' PROPERTY TAX RELIEF		
			\$4,528	
			Total	\$4,528
	40894	STATE OTHER - GRANT FUNDING		\$5,000
	41322	PLAN CHECKING FEES		\$2,500
	42384	OTHER REVENUE		\$2,000
		In-Service training reimbursement, Report fees, misc.		
		Amount of 2023/2024 Carry-over used		\$618,577
		GRAND TOTAL REVENUES		\$1,707,301

51000	REGULAR PAY-PERMANENT		
	1 Fire Chief	\$180,000	
	2 2@ Captain, 2@ Firefighters fulltime	\$250,000	
	3 PT Firefighter (3rd seat)	\$50,000	
	4 Admin Asst	\$22,500	
		Total	\$502,500
51005	OVERTIME PAY-PERMANENT		
	1 Overtime pay	\$13,000	\$13,000
51010	REGULAR PAY-EXTRA HELP		
	1 Duty Coverage @100.00 a shift	\$40,000	
	2 Overnight Shifts @ 50.00 a shift (standby pay)	\$36,500	
	3 Volunteer Stipends for response	\$65,000	
		Total	\$141,500
51015	REGULAR PAY-SICK LEAVE		
	1 Sick Leave	\$2,400	
		Total	\$2,400
52010	OASDI-SOCIAL SECURITY		
	1 FICA	\$52,080	
		Total	\$52,080
52015	RETIREMENT		
	1 Retirement contributions	\$61,269	
	2 Minimum Unfunded Accrued Liability (UAL)	\$30,000	
		Total	\$91,269
53010	EMPLOYEE INSURANCE AND BENEFITS		
	1 Life/AD&D- all employees	\$2,400	
	2 Health/Dental/ Vistion FT FE	\$65,802	
		Total	\$68,202
53015	UNEMPLOYMENT INSURANCE		
	1 Unemployment Ins contributions	\$20,000	
		Total	\$20,000
54010	WORKERS COMPENSATION INSURANCE		

			1 Insurance Contributions		\$84,000	
					Total	\$84,000
TOTAL SALARIES & BENEFITS						\$974,951
61110	CLOTHING & PERSONAL SUPPLIES					
	<i>Items for personal use, including safety equipment: Badges, belts, gloves, goggles, helmets, masks, raincoats, rubber boots, uniforms, uniform allowance</i>					
			1 PPE		\$35,000	
			2 Boots		\$2,500	
			3 Passport/Accountability Equipment		\$1,000	
			4 Other		\$4,000	
					Total	\$42,500
61215	RADIO SERVICES					
	<i>Special communication equipment</i>					
			1 Netcom Services		\$25,000	
			2 Radio repair or replacement,batteries		\$5,000	
			3 Annual Software license Cradelpoint		\$1,500	
			4 Tablet Command 3 year contract		\$3,500	
					Total	\$35,000
61221	TELEPHONE-NON TELECOM					
			1 Internet and telephone service		\$3,000	
			2 Cellular phone service & First Net Cradle Point		\$9,000	
					Total	\$12,000
61310	Food					
			1 Food-Fire Calls / Meetings / Paynight		\$4,000	
					Total	\$4,000
61425	OTHER HOUSEHOLD EXPENSE-SERVICES					
	<i>Kitchen utensils; bedding and laundry; Brooms, mops, wax, cleaners; Curtain, drapes, rugs (when not capitalized) ; Garbage cans, hot plates, towels, toilet tissue, PLUS refuse disposal per current state guidelines.</i>					
			1 Green waste		\$2,000	
			2 Household - MISC		\$2,000	
			3 ZEP		\$1,500	

	4	Coast Paper	\$1,000	
			Total	\$6,500
61525		LIABILITY INSURANCE		
	1	Annual Premium	\$40,000	
			Total	\$40,000
61720		MAINT-MOBILE EQUIPMENT-SERVICES		
		<i>Automotive supplies such as lubrication oil, light bulbs, spark plugs, coolant, tires, tubes, fan belts, etc.; Contractual repairs and overhauls.</i>		
	1	Maint. & repairs to mobile equipment-labor costs	\$40,000	
	2	Annual Contribution - Air Unit	\$2,000	
	3	Annual Contribution - Education Trailer	\$2,000	
			Total	\$44,000
61721		MAINT-MOBILE EQUIPMENT-SUPPLIES		
	1	Tire replacement	\$20,000	
	2	AMS Oil	\$5,000	
	3	Maint. & repair parts	\$15,000	
			Total	\$40,000
61725		MAINT-OFFICE EQUIPMENT-SERVICES		
		<i>Costs of repairing office equipment; Service agreements for maintenance of office equipment; Cost of printer ink and copier toner.</i>		
	1	Monterey Bay Office Products - Copier service	\$2,000	
			Total	\$2,000
61730		MAINT-OTHER EQUIPMENT-SERVICES-labor		
		<i>Costs of repairing firefighting equip. and related equip.; Cost of repairing rescue equip.</i>		
	1	Ladder Testing	\$600	
	2	Jaws of life service	\$1,200	
	3	Maint. chainsaw	\$1,000	
	4	SCBA Flow test	\$2,000	
	5	Santa Cruz Fire Equip maint all fire extinguishers	\$700	
	6	Misc. Repairs	\$2,050	
			Total	\$7,550
61731		MAINT-OTH EQUIP-SUPPLIES		
		<i>Costs of repairing firefighting equip. and related equip.parts</i>		
	1	Chainsaw chains, misc. parts	\$500	
	2	Misc. parts	\$2,000	
			Total	\$2,500
61845		MAINT-STRUCT/IMPS/GRDS-OTHER-SERVICES		

		<i>*Any cost to maintain or make structural improvements or improvements to buildings or grounds</i>		
		1 Station Repairs	\$5,000	
			Total	\$5,000
61846	MAINT-STRUCT/IMPS/GRDS-OTHER-SUPPLIES			
		<i>*Any cost to maintain or make structural improvements or improvements to buildings or grounds</i>		
		1 General building maintenance supplies	\$5,000	
		2 roof repairs	\$5,000	
			Total	\$10,000
61920	MEDICAL, DENTAL & LAB SUPPLIES			
		<i>Note: medical supplies</i>		
		1 Oxygen	\$1,000	
		2 Ambulance(K-tank,gurney battery,Ped.restraint,scoop stretcher)	\$2,050	
		3 Medical Supplies	\$9,000	
			Total	\$12,050
62020	MEMBERSHIPS			
		<i>Includes memberships in societies, associations, and other organizations</i>		
		1 Santa Cruz County Fire Chiefs Association	\$400	
		2 Santa Cruz County EMS Integration Authority	\$2,000	
		3 Admin.Fire.Serv./ division of CalChiefs (AFSS)	\$75	
		4 FDAC	\$300	
		5 Other	\$225	
			Total	\$3,000
62219	PC SOFTWARE PURCHASES			
		1 First Due records management suite	\$8,500	
		2 Misc. software purchase (i.e. Adobe)	\$1,000	
			Total	\$9,500
62221	POSTAGE			
		1 UPS	\$300	
		2 USPS	\$300	
			Total	\$600
62223	OFFICE SUPPLIES			
		1 Office Supplies	\$2,000	
			Total	\$2,000

62301	ACCOUNTING AND AUDITING FEES		
	1 Payroll /Claims Services for FY	\$6,000	
	2 Property Tax Admin. Fees	\$7,500	
	3 Other - Audit	\$10,000	
		Total	\$23,500
62327	DIRECTORS' FEES		
	<i>Fees paid to (5) Fire Directors (\$100.00) Per Meeting</i>		
	1 Meeting fees (Annually)	\$8,000	
		Total	\$8,000
62358	LAUNDRY SERVICES		
	1 Cleaning of PPE	\$300	
	2 Mission linen	\$1,500	
		Total	\$1,800
62367	MEDICAL SERVICES-OTHER		
	1 FF Physicals / follow-up tests	\$12,000	
		Total	\$12,000
62381	PROF & SPECIAL SERV-OTHER		
	<i>Most professional and specialized services performed by outsiders: legal services, appraisals, accounting and auditing, surveys, fire marshal services.</i>		
	1 Computer Networking Service	\$3,000	
	2 LAFCO Fees	\$1,200	
	3 Legal Services	\$25,000	
	4 Web site and social media	\$3,000	
	5 Recruitment and marketing	\$1,000	
	6 SC Co Envir. - special water meter tax	\$500	
	7 Environmental Health - Health permit annual renewal	\$1,000	
	8 Consulting/ Bond Measure	\$10,000	
	9 other	\$500	
		Total	\$45,200
62420	LEGAL NOTICES		
	<i>Expenses for the publication of legally required notices and reports</i>		
	1 SV & SLV Press-Banner	\$450	
	2 Misc.	\$250	
		Total	\$700
62500	EQUIPMENT LEASE & RENT		

		<i>Rents and leases paid for the use of equipment and other articles, including agreement with option to purchase; Rent of films, exhibits, models and communication equipment.</i>		
	1	Misc.	\$500	
			Total	\$500
62715	SMALL TOOLS & INSTRUMENTS			
		<i>Small tools not classified as fixed assets; Carpentry, machine and general purpose tools, drafting, engineering and surveying tools; Gardening tools; specialized tools and instruments (not nails bolts, screws, etc.)</i>		
	1	Small tools, shop tools	\$1,000	
	2	Misc. Batteries	\$1,500	
	3	Saws	\$0	
	4	New Laptop	\$2,000	
	5	I Pads -replacements	\$2,000	
	6	Misc.	\$500	
			Total	\$7,000
62826	EDUCATION AND TRAINING			
	1	New Hire Training Academy	\$2,500	
	2	EMT training and Recerts	\$6,000	
	3	Target Solutions annual renewal	\$3,000	
	4	Driver Operator/Command training	\$5,500	
	5	Training Materials	\$3,000	
			Total	\$20,000
62888	SPECIAL DISTRICT EXPENSE-SERVICES			
		<i>Specialized supplies and services peculiar to one or a few districts, for which an account has not been otherwise provided:</i>		
		<i>Books for circulating (Libraries)</i>		
		<i>Film development, supplies and expense (fire)</i>		
		<i>Election expense</i>		
		<i>Hoses, couplings and nozzles (fire)</i>		
	1	Foam	\$1,000	
	2	Fire Prev., Supplies, Equip.	\$500	
	3	Hoses, couplings and nozzles (fire)	\$5,500	
	4	Misc	\$7,000	
			Total	\$14,000
62920	GAS, OIL, FUEL			
	1	Fuel- Diesel	\$11,000	

	2	Fuel - Gas	\$7,500	
	3	Fuel - small equipment	\$1,500	
			Total	\$20,000
62928		TRAVEL OTHER		
		<i>Includes: Auto & truck gasoline; delivery charges; Reimbursement for private car use; Reimbursement for meals, lodging, bridge tolls, train, bus, air fare; any other authorized travel expense</i>		
	1	Conference Travel	\$1,500	
	2	Misc. Travel & Training	\$1,500	
			Total	\$3,000
63070		UTILITIES		
		<i>Cost of gas, electricity, water, butane, heating oil, sewage disposal, etc.</i>		
	1	Natural Gas PG&E	\$13,700	
	2	SLV Water	\$2,300	
			Total	\$16,000
		TOTAL SERVICES AND SUPPLIES		\$449,900
86110		BUILDINGS AND IMPROVEMENTS		
		<i>Major alterations or improvements to existing structures: Buildings, landscaping, Pipelines, Wells, pavement, Drains, Fences, Hydrant.</i>		
	1	Building upgrades	\$20,000	
	2	General building maintenance	\$8,000	
			Total	\$28,000
86203		EQUIPMENT (Computer Equipment)		
			Total	\$0
86204		EQUIPMENT		
		<i>Expenditures for the acquisition of physical property of a permanent nature other than land, buildings and improvements. Include: Freight or other carriage charges; Sales, use and transportation taxes; installation costs.</i>		
	1	SCBA RIC packs X3	\$7,800	
	2	LUCAS CPR Device	\$20,000	
			Total	\$27,800
86209		MOBILE EQUIPMENT		

Fire Chief Monthly Update

Response:

Call response: Total calls in August - 78

Rescue & EMS – 36

Service call's – 26

Good intent calls – 10

Fires – 3

Hazardous conditions – 2

False alarm call – 1

Auto aid ZAY – 5

Auto aid BEN – 5

Staffing:

Staffing: total number of employees on roster - 22

Staff on leave: 0

Staff separation: 1 for August (Roll Turner)

Workers' comp: 2 (Existing 1 + 1 new additional)

Apparatus:

E2310 – Inservice – broken cab lift – unknown replacement cost yet

E2311 – Inservice

E2336 – Inservice

WT2350 – Inservice

B2303 – Inservice – wiring and electrical problems quote for repair 5,000-6,000 dollars

U2397 – Inservice

U2398 – Inservice/electrical problems quote for repair 2,000-3,000 dollars

Type 6 arrival – Not in service – Undetermined in-service date at this time

Facilities:

Working on cleaning out the back bays to allow vehicle maintenance

Fire Chief administrative update:

Service contract brief – (Draft under new Business)

New firefighters interviewed (6 moving forward in the hiring process)

IAFF 5499 – No contact from local

Reported to Ben Lomond fire with PERS info regarding PERS liabilities - (no liabilities for PERS under service contract)

Security breach on Chiefs computer - we are actively looking to take steps to investigate with a third party and put processes in place to insure it will not happen again.

Additional items to note:

Felton Downtown Business Acc. with event Aug 10th (was successful in recruiting one candidate)

Contact with Laura Terrazas from Santa Cruz County Office of Education ROP fire technology – We will be hosting a training on September 21st for them.

Chief focus for next month by priority:

Immediate priorities are staffing

CalFire Contract / Ben Lomond Service Agreement

Vehicle maintenance

Inventory of District items

Station compliance

**AGREEMENT FOR FIRE CHIEF, ASSISTANT CHIEF, TRAINING, AND FIRE
~~INVESTIGATION SERVICES~~ INVESTIGATION SERVICES**

Between

**BEN LOMOND FIRE PROTECTION DISTRICT and
FELTON FIRE PROTECTION DISTRICT**

THIS AGREEMENT FOR FIRE CHIEF, ASSISTANT CHIEF, TRAINING, AND FIRE INVESTIGATION SERVICES (“Agreement”) is entered into as of the 1st day of October 2024, by and between the Ben Lomond Fire Protection District (“Ben Lomond”) and the Felton Fire Protection District (“Felton”).

RECITALS

WHEREAS, the Ben Lomond Fire Protection District is a fire protection district organized and existing under the laws of the State of California; and

WHEREAS, the Felton Fire Protection District is a fire protection district organized and existing under the laws of the State of California; and

WHEREAS, the Board of Directors of the Felton Fire Protection District desires to Contract with the Ben Lomond Fire Protection District for Fire Chief services; and

WHEREAS, the Board of Directors of the Ben Lomond Fire Protection District has agreed by majority vote of the Board to enter into this contract for Fire Chief services; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein set forth, it is agreed as follows:

ARTICLE 1

TERM AND RENEWAL

1.1 Term. The term of this Agreement shall commence beginning on October 1, 2024 and continuing through June 30, 2026, provided that it is fully ratified and executed by all parties on or before October 1, 2024. The Agreement is subject to termination pursuant to Article 5 below.

ARTICLE 2

PROVISION OF SHARED SERVICES

2.1 Fire Chief. The parties agree to contract the services of the Ben Lomond Fire Chief so that they will also act as the Fire Chief to Felton in addition to their duties as the Fire Chief for Ben Lomond.

2.1.1 Scope of Duties. The duties and authorities of the Fire Chief, shall be those set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. The Fire Chief has the authority to assign tasks and functions of the referenced scope of duties to qualified department staff members, particularly the Assistant Chief or Division Chief. The Scope of Services for the Fire Chief may be amended as appropriate and necessary only with the concurrence of both respective Boards of Directors of the Ben Lomond Fire Protection District and the Felton Fire Protection District.

- 2.1.2 Division of Service. The parties anticipate that the Fire Chief will reasonably divide their time between Ben Lomond and Felton as the duties and responsibilities of each district require. This includes attending Board of Directors meetings in person or designating an agency representative in sharing time at the physical location of the fire stations in each District. Both parties understand that there will be times when one district requires more of the Fire Chief's attention than the other. Division and allocation of the Fire Chief's time shall be at the sole discretion of the Fire Chief.
- 2.1.3 Rules and Regulations. The Fire Chief will apply the Ben Lomond Fire Protection District Rules, Regulations, Policies and Practices in both jurisdictions except for specific rules, regulations, and policies pertaining to fiscal and personnel management that are unique to the Felton Fire Protection District. In the event of such unique requirements such changes shall be in the form of an appendix to the Ben Lomond Rules, Regulations, and Practices. The Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions when conducting employee investigations and interviews.
- 2.1.4 Limitations upon Authority to Bind Felton. Notwithstanding anything to the contrary contained herein, Ben Lomond agrees that the Fire Chief shall not, without the prior approval of Felton Board of Directors or such officer or officers as the Board of Directors may designate, engage in any of the following on behalf of Felton:
- (a) Borrow or obtain credit in any amount or execute any guarantee, except for items for sale by vendors in the ordinary operation of the fire department in amounts and quantities previously approved in the annual budget; and
 - (b) Expend funds for capital equipment in excess of expenditures expressly budgeted and approved by the Board of Directors; and
 - (c) Sell or transfer capital assets; and
 - (d) Apply for, solicit, or accept, any grant, donations, contributions by foundations, or the like, that require any financial commitment on the part of the District either initially or in the future; and
 - (e) Execute any lease of real or personal property.
- 2.2 Consideration. Felton shall pay Ben Lomond for the services of the Fire Chief and Assistant Chief, Division Chief, Battalion Chief, Captain, Engineer and Firefighter -as described herein. Ben Lomond will carry Workers Compensation Insurance for all Ben Lomond Fire District personnel and will cover all if injured while acting as, or responding to, within their district or contract district for administrative duties or an emergency incident.
- 2.3 Expenses. Felton shall reimburse Ben Lomond of any direct expenses incurred in performing duties pursuant to this Agreement provided that documentary evidence of such expenses is presented to Felton to substantiate the expenses incurred and provided

the Fire Chief receives prior approval from Board Chair of Felton Five thousand dollars (\$5,000)

2.4 Duration. The duration of this agreement shall be valid for up to two years with an option to extend for one additional year for a total of three years. At the end of 120 days initially and each year thereafter both parties agree to meet to discuss if an opener is needed to modify the terms of the agreement. Should one party believe an opener is needed both parties shall agree to meet and confer.

2.5 Vehicle. The Fire Chief is currently provided a vehicle by Ben Lomond and it is anticipated that they will continue to use the vehicles as available. They may also transport persons who are not employees of either District in the vehicle in appropriate circumstances. Ben Lomond shall maintain adequate liability insurance, maintenance, and fuel cards on the vehicle at all times.

2.6 Contract Services. Ben Lomond retains the right to contract for similar services with other local Fire Service Agencies. This contract with Felton is based on Ben Lomond providing services to Felton. If Ben Lomond anticipates providing services to any other agency, it agrees to reopen the current contract with Felton for the purposes of adjusting contract related considerations.

2.7 Independent Contractors.

2.7.1 Status. It is the express intention of the Parties that Ben Lomond Fire District is an independent contractor, and persons designated under this agreement are not employees of Felton Fire District. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee between of Felton Fire District and Ben Lomond Fire District or between of Felton Fire District and any employee or agent of Ben Lomond Fire District. Both Parties acknowledge that Ben Lomond Fire District is not an employee for state or federal tax purposes, and as such, of Felton Fire District shall not withhold income or employment taxes from the consideration paid to Ben Lomond Fire District under this Agreement.

2.7.2 Other Service Recipients. Felton Fire District understands and acknowledges that Ben Lomond Fire District retains the right to perform services for others during the term of this Agreement.

2.7.3 Materials. Ben Lomond Fire District may furnish equipment that may be required to perform the services under this Agreement except for office space and equipment furnished by Felton Fire District.

At the conclusion of the agreement both parties agree to separate out all real property bought by the district funds of the FFPD and return said items to the district.

- 2.7.4 No Benefits. Ben Lomond Fire District and persons designated under this agreement shall not have any claim under this Agreement or otherwise against Felton Fire District for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability or unemployment benefits, or any other employee benefits.
- 2.7.5 Indemnity. In the event that Ben Lomond Fire District's services, as provided under this Agreement, are found by any state or federal agency to be those of an employee rather than an independent contractor, Ben Lomond Fire District shall indemnify the Felton Fire District, its officers, officials, employees and agents, and hold them harmless for all damages, costs, taxes imposed upon Felton Fire District pursuant to the Internal Revenue Code or other state or federal taxing laws, including, but not limited to, any penalties and interest which Felton Fire District may be assessed by such state or federal agency for failing to withhold, from the compensation paid to Ben Lomond Fire District under this Agreement, any amount which may have been required to be withheld by law.

ARTICLE 3 **DISPUTE RESOLUTION**

- 3.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the parties agree to use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach just and equitable solutions satisfactory to all parties. If they do not reach such solutions within a period of thirty (30) days, any party may terminate this Agreement as provided for in Article 5 below.

ARTICLE 4 **INDEMNIFICATION**

- 4.1 Indemnification. Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

- 4.1.1 Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.
- 4.1.2 Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.
- 4.1.3 For purposes of this section, the terms “employee” or “employees” shall refer to and include employees, officers, agents, representatives, subcontractors, or volunteers.
- 4.1.4 Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor, or volunteer of any party to this Agreement shall be considered an “employee” of any other party to this Agreement for purposes of indemnification.

ARTICLE 5

TERMINATION

- 5.1 Termination. Upon termination of this Agreement, unless otherwise agreed to by the parties, the current payments under the Agreement shall be prorated and any amount still owed to Ben Lomond will be paid on the date of termination of the Agreement or if Felton has over paid, then Ben Lomond shall reimburse Felton on the date of termination of Agreement.
- 5.2 Unilateral Termination. Any party to this Agreement may unilaterally terminate the Agreement by notice to the other party in writing at least thirty (30) days prior to the effective date of the termination. The notice of termination shall also include the reasons for such termination.
- 5.3 Termination Based on Mutual Agreement. This Agreement may be terminated at any time with the mutual agreement of both party’s subject to mutually agreeable terms and conditions.
- 5.4 Termination for Cause. In the event any party breaches a material provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. In the event the breach is not remedied within thirty (30) days of receipt of the written notice, the Agreement may be terminated unless the timelines are extended by mutual agreement.

ARTICLE 6

INSURANCE COVERAGE

- 6.1 Each Party shall provide and maintain either insurance in the form and amounts prescribed below or a statement that the Party is self-insured up to the amount specified below:

- 6.1.1 Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than \$2 million. The fire damage component of such insurance shall be not less than \$100,000.
- 6.1.2 Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- 6.1.3 Workers Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, the Party employing the fire department employee will provide Workers Compensation coverage for any injuries sustained in the normal course and scope of the employee's performance of services.
- 6.2 General provisions for all insurance shall include the other Party, its elected and appointed officials, employees, and agents, as additional insureds, except errors and omissions, with respect to this Agreement and the performance of services in this Agreement. Additional insured status under this provision shall be limited to each Party's obligation to indemnify the other as described in Article 4.
- 6.3 No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

ARTICLE 7
MISCELLANEOUS

- 7.1 Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 7.2 Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any party hereto without obtaining the prior written consent of the other, and the parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third party beneficiary.
- 7.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 7.4 Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.

- 7.5 Amendments. This Agreement may be modified in writing and signed by both parties.
- 7.6 Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- 7.7 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.
- 7.8 Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one party or another. All parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
- 7.9 No Third-Party Beneficiary. This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
- 7.10 Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

For the Felton Fire Protection District:

 Jim Anderson, President of the Board of Directors

For Ben Lomond Fire Protection District:

 Sean Castagna, President of the Board of Directors

- 7.11 Authorized Signatures. Each party represents and warrants that the signatories to this agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FELTON FIRE PROTECTION DISTRICT

Date: _____

By: _____
Jim Anderson, Chair of the Board of Directors

BEN LOMOND FIRE PROTECTION DISTRICT

Date: _____

By: _____
Sean Castagna, President of the Board of Directors

EXHIBIT A
SCOPE OF SERVICES

This Scope of Services is intended to be a broad scope of responsibilities for services to be delivered to the Felton Fire Protection District by Ben Lomond Fire Protection District. In no manner is it meant to be comprehensive, limited, or all-inclusive regarding the roles and responsibilities that will be administered during the duration of this Agreement.

The Ben Lomond Fire Protection District (BLFPD) will furnish the following services to the Felton Fire Protection District (FELTON):

I. EXECUTIVE SERVICES

A. Board of Directors

- i. Agreement includes preparation for and attendance at regular and special meetings of the FELTON Board of Directors.
- ii. The Fire Chief and/or Assistant Chief shall be authorized to speak for the Board of Directors on matters of public record.

B. Budget

- i. Agreement includes the costs of developing a budget and estimating revenues for FELTON.
- ii. Agreement includes assisting the FELTON Board of Directors with developing a 2-year plan leading to fiscal and operational solvency.

- iii. Agreement includes assisting FELTON with evaluating a parcel tax to be placed on the ballot in early 2026.
- iv. Agreement includes pursuing grant opportunities to reduce budget burden and extend cash reserves.

C. Labor Management and Memorandum of Understanding

- i. Agreement does not include any services that may be required to respond to, prepare for, or participate in, any arbitration, or dispute that may be brought in any State of California or Federal tribunal, including by way of illustration, and not limitation, any proceeding before the California Employment Development Department (EDD), California Public Employees Retirement System (CalPERS), or California Public Employment Relations Board (PERB).
- ii. Any legal fees and costs that may be incurred on behalf of FELTON pursuant to C i. shall be solely the responsibility of FELTON.

D. Personnel Management

- i. Agreement includes oversight and managing personnel issues, scheduling and coordinating of new hires and promotions, The current FELTON staff schedule will remain in place unless changed by mutual agreement.
- ii. Agreement includes administrative services reasonable and necessary to process employee discipline matters. Disciplinary action taken by the Fire Chief or Assistant Chief or Division Chief may be appealed to the Board of Directors in accordance with Felton Fire District policy.
- iii. Agreement does not include services that may be required to respond to, prepare for, or participate in any dispute involving employee discipline that may be filed in a court of law or otherwise appealed to any tribunal beyond the Board of Directors level.
- iv. Any legal fees and costs that may be incurred on behalf of FELTON pursuant to C. ii. through C. iv. shall be solely the responsibility of FELTON.

E. Allied Agency Interaction

- i. Agreement includes working with the FELTON Board of Directors on budgets, future planning, and cooperation with surrounding public safety agencies to improve levels of service.

- ii. Agreement includes the representation of FELTON on various boards, committees, or associations.
- F. FELTON agrees to maintain arrangements for a person to perform administrative services for FELTON for the term of this agreement. Should this position be vacated during the term of the agreement, the Fire Chief shall assist the Board in recruiting a replacement.

II. OPERATIONAL SERVICES

A. Incident Management

- i. The Agreement includes the management of all FELTON incidents within the district and working with Cal Fire on State Responsibility Incidents.

B. Daily Operations

- i. Agreement includes coordination of activities of major incidents in FELTON.
- ii. BLFPD will designate an Assistant Chief or Division Chief to coordinate day-to-day operations, provide emergency incident management, and monitor training needs within FELTON. The Assistant Chief and Division Chief will work under the direction of the Fire Chief.
- iii. BLFPD will maintain office hours at the Felton Fire Station. The number of hours per week and the purpose of the office hours will be as frequent as necessary and mutually determined by the Fire Chief or their designee and the Board.
- iv. A FELTON designated Division Chief will normally act as the Duty Officer for FELTON incidents when available.

C. Staffing Management

- i. The Joint administration, shall mutually manage the process of arranging and scheduling day to day staffing for FELTON, however, the ultimate responsibility and authority for staffing and scheduling rests with the Fire Chief.
- ii. The intent of FELTON is to keep Felton Fire Station staffed 24/7 with at least two personnel.
- iii. The intent of FELTON is to maintain a roster of -30 active volunteers and contract for a minimum of one paid company officers and one paid firefighter daily through BLFPD.

D. Employee Management

- i. The Agreement includes responsibility for hiring, training, evaluating, and promotional testing of FELTON employees.
- ii. FELTON agrees that BLFPD will develop training plans for its staff to address any deficiencies in County recognized training standards. Staff not meeting the minimum training standards will be placed on a performance improvement plan where goals and expectations are clearly stated. Staff not meeting the minimum standards may be subject to coaching, counseling, or disciplinary action. Staff that do not fall into the rank or service structure that BLFPD operates within shall be retrained or released.
- iii. The Assistant Chief or Division Chief shall serve as the first-line supervisors for all FELTON employees.
- iv. Agreement includes an aggressive recruitment effort for in-district volunteers.

E. Dispatch and Communication Services

- i. The Agreement includes oversight for long term changes in dispatch search orders, response plans, response zones, and incident types with approval by the FELTON Board.
- ii.

III. SUPPORT SERVICES

A. Facilities Maintenance and Capital Improvement

- i. The Agreement includes forecasting funding opportunities and estimating costs to upgrade the current facility.
- ii. Felton will be responsible for any costs associated with maintenance or repair of the Felton facilities.

B. Apparatus Equipment Maintenance and Replacement Programs

- i. The Agreement includes forecasting funding opportunities for apparatus and estimating costs for replacement.
- ii. Felton will continue its current arrangements for apparatus maintenance and repair services.

IV. FIRE PREVENTION SERVICES

A. Fire Investigations

- i. The Agreement includes responsibility for fire investigations.

- ii. Additional rates for fire investigation services not included in the Agreement shall be for any investigations in which any outside agency is called in to assist in the investigation. Included, but not limited to, are outside agencies such as Alcohol, Tobacco, and Firearms (ATF), Federal Bureau of Investigations (FBI), etc.
- iii. FELTON Division Chief and BLFPD Assistant Chief will become active members of the Arson Task Force.

B. Public Education

- i. The Agreement includes oversight for the FELTON Public Education Program.
- ii. Public Education Services within FELTON shall be shared by ___ FELTON personnel.

C. Plan Review, Inspections, Variances, and Development Meetings

- i. Both FELTON and BLFPD will continue their current relationship with CSG for plan reviews.
- ii. Each agency will be responsible for field inspections within their respective districts unless other arrangements are mutually agreed upon at a later date.

APENDIX A - PAY HOURLY

Rank:

Fire Chief - \$46.70 + \$6.88 for H&W = \$53.58

Assistant Chief – \$45.00

Division Chief - \$40.00

Battalion Chief - \$35.00

Captain - \$30.00

Legacy FEL. Captain (Dawson) - \$36.88

Engineer - \$25.00
Firefighter - EMT - \$25.00
Firefighter non EMT Prevention--\$20 \$20.00
Prevention Officer \$25.00

All hourly pay will also be charged an 8 % fee to cover FICA and Social Security.

Appendix B – Stipend Pay per call

Rank:

Captain, Battalion Chief, Division Chief, Assistant Chief– \$30

Engineer - \$25

Firefighter - \$25

Appendix C - -Stipend Pay – after hours duty shift coverage

Rank:

Assistant Chief - \$75

Division Chief - \$75

Battalion Chief - \$75

-

Payroll will be turned in biweekly

July 30, 2024

 Felton CA Fire Protection District ("Landlord")
 131 Kirby Street
 Felton, CA 95018

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Ron Rickabaugh,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA VI, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)") as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$640,000.00
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	Perpetual

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing.
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period¹.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after August 8, 2024 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

 Sincerely,
 TowerPoint Acquisitions, LLC

 Accepted and Agreed:
 Felton CA Fire Protection District

 Jesse M. Wellner, Chief Executive Officer
 July 30, 2024

 Landlord's Signature Date

Print Name:

Title:

¹Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore, the Settlement Statement will show a rent credit to TowerPoint in the amount of the two (2) months following closing.)

Exhibit A

Site Location and Lease Terms

Site Location: 131 Kirby St, Felton, California 95018

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AT&T	\$3,270.58	Monthly	7.5%	Term	12/01/2027

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Easement Agreement in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

Initial
Here:

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Completed Landlord Request for Information (RFI) attached hereto as Exhibit C.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial
Here:

Exhibit C

Landlord Request for Information

EIN for Landlord (if an entity): _____

 If Landlord is a natural person, then please circle marital status: **Single or Married**
(Please note: if Landlord is a natural person, we will collect their taxpayer identification number prior to closing to include in the closing documents.)

Access Contact for Site Inspection Name: _____ Title: _____ Phone: _____ Mobile Phone: _____ Email: _____	Attorney Contact Information Name: _____ Phone: _____ Email: _____
---	--

Mortgage/Line of Credit (if none, please indicate below)	
Please check here if there is no mortgage and no line of credit: _____	
<u>Primary Mortgage</u> Lender Name: _____ Lender Contact: _____ Lender Contact Title: _____ Phone: _____ Fax: _____ Email: _____	<u>Secondary Mortgage (if applicable)</u> Lender Name: _____ Lender Contact: _____ Lender Contact Title: _____ Phone: _____ Fax: _____ Email: _____
<u>Line of Credit</u> Lender Name: _____ Lender Contact: _____ Lender Contact Title: _____ Phone: _____ Fax: _____ Email: _____	

Submitted by: Richard Hatch, Ph: +1(678) 987-1144, Email: richard.hatch@towerpoint.com

**FELTON FIRE PROTECTION DISTRICT
OF SANTA CRUZ COUNTY**

Date: September 09, 2024

To: County Auditor, Controller

From: Laurie Dennis (831) 335-4422

Subject: Approved Bills for Payment Transmittal

Vendor bills have been approved for payment out of district funds totaling an amount of
\$ 23,988.58.

These payments were approved by the Board of Directors during their meeting on
September 09, 2024.

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

CLAIMS BY VENDOR

08/08/2024

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
BEN LOMOND FIRE PROTECTION DISTRICT	//	62888	Reimburse Ben Lomond- Fit Test machine- annual calibration (split 4 ways)	\$242.50	<input type="checkbox"/>
CALPERS RETIREMENT SYSTEM	//	53010	Healthcare - premium for August 2024	\$4,206.57	<input type="checkbox"/>
COAST PAPER & SUPPLY INC	//	61425	Garbage liners, toilet paper, hardwound towels	\$138.44	<input type="checkbox"/>
EMPLOYMENT DEVELOPMENT DEPARTMENT	//	53015	Unemployment amount due /period ending 06/30/24 (H. Eackles)	\$119.00	<input type="checkbox"/>
FIRE RISK MANAGEMENT SERV/Calif Bank & Trust	//	53010	Ins. premiums due (VSP, Life & AD&D) for September 2024	\$83.10	<input type="checkbox"/>
HEALTH CARE EMPLOYER DENTAL	//	53010	Dental insurance premium for September 2024	\$114.87	<input type="checkbox"/>
K2 REFRIGERATION LLC	//	61845	Labor- checked range for gas leak and proper operation. (per detector no leaks at this time)	\$187.50	<input type="checkbox"/>
SAN LORENZO LUMBER AND HOME CENTERS	//	61731	Recipr. saw blades, various sized rivets	\$127.72	<input type="checkbox"/>
Total				\$5,219.70	

CLAIMS BY VENDOR

08/22/2024

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
ATCHISON, BARISONE & CONDOTTI	//	62381	Services 07/01-07/31/24	\$3,197.90	<input type="checkbox"/>
DEPARTMENT OF MOTOR VEHICLES	//	62888	Trailer renewal Lic#4KN9910	\$10.00	<input type="checkbox"/>
LAFCO	//	62381	LAFCO fees for FY 2024/2025	\$1,011.18	<input type="checkbox"/>
McNEIL & COMPANY, INC,	//	61525	Additional premium- addition of Type 6 engine	\$999.46	<input type="checkbox"/>
MUNICIPAL EMERGENCY SERVICES	//	61730	SCBA flow test, spring pin	\$78.44	<input type="checkbox"/>
ZAYANTE FIRE DISTRICT	//	62381	Fees charged for call responses 7/20- 08/05/24	\$858.00	<input type="checkbox"/>
				Total	\$6,154.98

CLAIMS BY VENDOR

08/29/2024

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
GOLDEN WEST INDUSTRIAL SUPPLY	//	61731	15 @ BLD Receipt Diablo (blades)	\$143.95	<input type="checkbox"/>
THE PIED PIPER EXTERMINATORS INC	//	62381	Monthly rodent control - service on 08/27/24	\$195.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61920	Analgesic Services billing-oxygen	\$239.14	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Comcast and AT&T First Net billings	\$974.99	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62920	Fuel purchases	\$263.18	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Microsoft and online applicant renewals	\$199.99	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62358	Mission Linen billing	\$117.36	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61846	Replacement vacuum, light bulbs	\$93.27	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	SLV Water and PG&E billings	\$701.60	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Water, soda	\$42.89	<input type="checkbox"/>
				Total	\$2,971.37

CLAIMS BY VENDOR

09/05/2024

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
BEN LOMOND FIRE PROTECTION DISTRICT	/ /	51000	Payment for staffing provided August 2024	\$5,520.00	<input type="checkbox"/>
FELTON PAINT & HARDWARE	/ /	61846	Replacement door mat, repair tape, etc	\$40.81	<input type="checkbox"/>
HEALTH CARE EMPLOYER DENTAL	/ /	53010	Dental Insurance premium for October 2024	\$114.87	<input type="checkbox"/>
L. N. CURTIS & SONS	/ /	61110	@-Lg yellow response jackets (recd in Feb)	\$742.70	<input type="checkbox"/>
PAGODA TECHNOLOGIES INC	/ /	62381	Services provided for assessment and onboarding of Felton Fire systems/server (incomplete) 08/02-08/12/24	\$2,287.50	<input type="checkbox"/>
ZAYANTE FIRE DISTRICT	/ /	62381	Invoices for billed responses 08/10-08/27/24	\$936.65	<input type="checkbox"/>
Total				\$9,642.53	

**Board Mtg. - Vendor Totals
September 09, 2024**

Vendor Claim Sheets	\$ Amount	Date
Page 1 total	\$5,219.70	8-Aug-24
Page 2 total	\$6,154.98	22-Aug-24
Page 3 total	\$2,971.37	29-Aug-24
Page 4 total	\$9,642.53	5-Sep-24
Grand Total Vendor Claims	\$23,988.58	

TOTALS