

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

October 07, 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 September 09, 2024 and Special Meeting on September 23, 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: None

4.0 Director's Reports:

5.0 Staff Report: Fire Chief Blum

6.0 Unfinished Business:

6.1 Shared Services with CalFire- update

6.2 Shared Services Agreement with Ben Lomond Fire- discussion/ action

6.3 TowerPoint updated offer letter to buy-out AT&T cell tower lease- update- waiting on legal review

7.0 New Business:

7.1 Resolution 03-2024: to adopt Appropriation Limit for 2024/2025 provided by the County of Santa Cruz - action

7.2 Declare vehicle surplus (2008 Ford F150) and discuss sale- Blum

7.3 Auxiliary request for approval to obtain an ABC license to sell mimosas during Santa's Shelves Craft Faire- discussion/ action

7.4 Pagoda Service Agreement for IT services -Blum- discussion/action

8.0 Approve paid vendor claims for the month of September 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: November 04, 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 October 03, 2024**



FELTON FIRE PROTECTION DISTRICT

131 Kirby Street, Felton CA 95018 831 335-4422

Regular Meeting Minutes

Of The Board of Directors

September 09, 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

Guests: Some Squad members and many members of the public were in attendance.

1.5 Approve meeting minutes of the Regular Meeting held on August 05, 2024. Director Crandell requested an amendment to the meeting minutes under item 6.1 a, to change the last sentence. He stated the process with CalFire could take 90 to 120 days. The Regular meeting minutes were approved with the noted correction 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:

Erica Schwanbeck asked if the board had any comment on the LAFCO Report. She asked what meeting Chief Blum was appointed according to the Board By-laws. Director Anderson stated the appointment Chief Blum and it was not required to be done at a board meeting. Erica stated she will be submitting a request to add an item to the January agenda to readdress the last meeting item regarding the misuse of the district vehicle, as there will be a full board after the elections.

Kimberly Peterson spoke and voiced her support of the fire board and fire department. She retired as Fremont Police Chief and served in public service many years. She stated we

need to move on and prepare to function moving forward, there is no reason to continue spending time on these same items.

Kanda Whaley thanked all of those on the department and the board for their service. She hopes they will all look at common goals to save the department, including a potential bond measure.

3.0 Public Hearing:

3.1 Adopt Final Budget for fiscal year 2024/2025

Director Anderson opened the Public Hearing at 6:09 p.m. He asked if any board members had questions or comments, they replied no. He asked for public comment.

Erica Schwanbeck referred to GAAP (generally accepted accounting principles) stating purchase related to the Auxiliary are not reflected properly in the District budget to account for the expenditures. She stated the budget does not account for the shared services costs. Director Anderson noted that the district has an audit by an outside company every two years as required.

Hearing no other comments Director Anderson called for a motion. Director Crandell made a motion to adopt the 2024/2025 Final Budget as presented.

Director Shults seconded and it was passed.

Ayes: Directors Anderson, Crandell and Shults

Noes: none

Abstain: none

Absent: none

4.0 Directors Reports: None

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

Fire Chief Monthly Update -August 2024

Call response:

Total calls in August - **78**

Rescue & EMS – 36

Service calls – 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

He restated the incident of security breach on his computer is being taken very seriously.

We will be working with Pagoda Technologies on further details and research.

Public Comment-

Erica Schwanbeck questioned the staffing numbers reported. She made reference to the LAFCO report information statistics. She stated the lack of a permanent Chief is impacting staff. She asked about the in-service status of the Type 6. She questioned the item stating there was no response from 5499 Local.

Chief Blum explained that at this time he believes it is not advantageous to spend additional funds on the Type 6, especially due to the present staffing. It may be considered for sale in the future and not having it identified as Felton Fire would help. The fact that we have it clean and potentially available right away could make a sale more enticing, especially as a buyer would not have to wait the current 2-3 year delivery for a new apparatus. He stated that there is now only one member of the 5499 Local, but there has been no responding communication.

6.0 Unfinished Business:

6.1 Shared Services Committee update - Anderson

a) Shared Services update- CalFire

Director Anderson stated that the new CalFire Chief for San Mateo/Santa Cruz County is Jed Wilson. Chief Wilson reached out for our last three years of financials as part of the State process, which we have provided. This is still in the works and moving forward.

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

Director Anderson introduced Joe Serrano of LAFCO who would be helping him remotely connect with Richard Hatch from TowerPoint. Richard Hatch joined via Zoom and introduced himself as director at TowerPoint. Richard explained he provided Director Anderson a new letter with a current date. He read the letter detailing the terms.

Director Crandell stated we will need to schedule a special board meeting to discuss the proposal and take any action, which would likely occur in two weeks.

Mr. Hatch stated he would provide a new letter to Director Anderson with an expiration date of a month out.

Director Crandell asked if they plan to put more cell companies on the tower as this has always been a sensitive issue in the community. Mr. Hatch responded that there is a lack of space so probably not. Director Crandell asked about concerns of our generator capacity and who would pay for any potential damage during installations. Mr. Hatch replied he would need to review the AT&T lease for those details. Director Crandell asked him to include these answers in the revised management letter.

Director Anderson thanked Joe Serrano for his assistance, and Audrey Dawson for her technical assistance in the set up.

7.0 New Business:

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

Chief Blum explained some of the original and edited draft of the agreement.

Director Anderson asked about the EMT portion and pay scale, and consideration of

Zayante Fire for a like agreement. Chief Blum responded that these are some of the details still needing to be worked out.

Public comment- Erica Schwanbeck stated she works with contracts for County Health Services and said this agreement is lacking and, in some areas, not legal. She gave her opinion of Ben Lomond services and culture, not being inclusive, and that female firefighters would be at risk.

Chief Blum stated that without the help of Ben Lomond and Zayante we would not be able to service calls for our District. The previous problems with moving forward falls with his predecessors and not the other departments assisting us. He added that this template is similar to one used by Central Fire and Don Jarvis for consulting. He wonders where her statement about female firefighters being lost is coming from. Director Anderson added comment about past department discussions during former Chief Walters tenure.

Sam Moeller referred to the female comment and quoted a line from the proposed Ben Lomond/ Felton agreement "staff that do not fall into the rank or service structure that BLFPD operates within shall be retrained or released." She referenced lack of inclusiveness. She stated our volunteer females are EMT, so they wouldn't fit into the draft agreement and two people would lose their jobs. She added 3 people resigned in August and a Captain last night.

Chief Blum stated it is not the intent for anyone to lose their job. There are still details to work out, it is a draft agreement. He requested that he and a board member from Felton meet with the Chief and board member from Ben Lomond to work on this to expedite a final draft. Director Crandell volunteered to be the liaison representative. Chief Blum will reach out to Chief Brownlee.

8.0 Approve paid vendor claims for the month of August 2024: Board members reviewed the vendor claims in the amount of \$23,988.58 for the month of August 2024. Claims were approved as presented on motion by Director Crandell, seconded by Director Shults and approved.

9.0 Correspondence: None

10.0 Closed Session: None

11.0 Set date for the next meeting: Director Crandell requested that we post for a Special Board Meeting to be held on Monday, September 23 to address the Ben Lomond/ Felton Service Agreement and the TowerPoint proposal.

The next Regular Meeting will be held on **Monday, October 07, 2024 at 6:00 P.M.**

12.0 Adjourn: Director Anderson moved to adjourn the meeting at 7:07 p.m.

Jim Anderson, Chairperson

Attest: Laurie Dennis, Secretary



FELTON FIRE PROTECTION DISTRICT

131 Kirby Street, Felton CA 95018 831 335-4422

Special Meeting Minutes

Of The Board of Directors

September 23, 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 6:01 p.m.

1.2 Pledge of Allegiance

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

Staff: Chief Blum, L. Dennis

Absent: none

Guests: Some Squad members, Christina Wise, Chief Maxwell, Assistant Chief Ayers, additional members of the public were in attendance.

1.4 Considerations of Additions to the Agenda: None.

2.0 Public Comment:

None

3.0 Unfinished Business:

3.1 Draft Agreement for Services with Ben Lomond Fire - update - Blum

Chief Blum stated we are still waiting to hear back from legal after their review of the agreement. Tomorrow there will be a discussion with board representative Crandell, two Ben Lomond board members and both departments' Chiefs to go over the draft agreement to answer questions or discuss any concerns. Chief Blum provided potential staffing models with corresponding costs. The model he would recommend would realize a savings of just over \$100,000 compared to the salary costs we had budgeted.

Director Shults asked AC Ayers how employees would integrate into their promotions method. AC Ayers responded that employees would need to meet the existing Ben Lomond requirements, which follow the National Standards and added further explanation. Chief Blum stated that these are an enhancement of what Felton has now.

Christina Wise asked about the difference between overnight and day shift staffing. Chief Blum provided an explanation of the day shift schedule and paid hours, and the night coverage with stipend pay.

3.2 TowerPoint proposal to buy-out AT&T Cell Tower Lease – discussion/ possible action

Director Anderson stated that the final contract has been sent to legal and is still under review. He said during conversation with Richard from TowerPoint he was told there could be some tax benefit to us. Some discussion followed regarding legal review and trying to expedite completing the agreement. Director Crandell made a motion that pending legal approval, we agree to engage in discussion for moving forward for the TowerPoint buyout. Director Shults seconded and all approved.

Public Comment:

Erica Schwanbeck stated she has concern that the lease buyout is short-sighted. She feels there is more available income in staying with the AT&T lease for the longer term.

4.0 New Business:

4.1 Statement of Opinion regarding Ben Lomond Fire – Mike Ayers

AC Ayers thanked the responding squad members from Felton (Becca Mitchell) and Ben Lomond (Kevin Giannini) for their work on the complicated rescue on September 7th at the Garden of Eden, they both did a great job.

AC Ayers read some information regarding the Ben Lomond department and his history in the fire service. He referred to keeping in line with both the Grand Jury report and the last two LAFCO reports. He stated Ben Lomond has three state-registered training instructors. He does not feel this agreement with Felton and Ben Lomond is a consolidation or a takeover, but a temporary solution until Felton can rebuild their volunteers and get to a better financial position.

Public Comment:

Christina Wise asked about bringing people in and up in the ranks. AC Ayers stated that Chief Blum is working on volunteer recruiting and their intention is to bring it back.

Erica Schwanbeck stated that in her review of the agreement and her knowledge of contracts that some things are confusing. She feels that as it is written it allows for issues to arise for both Fire Districts.

5.0 Closed Session: None

6.0 The Good of the Order – Chief Blum requested to add a comment for the good of the order. He notified the board of his intent to offer each of the candidates seeking the Felton Fire board seats the ability to submit a 650-word statement that would be posted on our

website. The board members were agreeable. Chief Blum will reach out to the candidates to inform them.

**7.0 Next Regular Meeting is scheduled for October 7, 2024 at 6:00 p.m.
in person at the Felton Fire Station.**

8.0 Adjourn: Director Anderson moved to adjourn the meeting at 6:26 p.m.

Jim Anderson, Chairperson

Attest: Laurie Dennis, Secretary

DRAFT

Fire Chief Monthly Update

Response:

Call response: Total calls in August - 54

Rescue & EMS – 22

Service call's – 16

Good intent calls – 7

Fires – 2

Hazardous conditions – 2

False alarm call – 3

Auto aid ZAY – 12

Auto aid BEN – 3

Staffing:

Staffing: total number of employees on roster - 25

Staff on leave: 0

Staff separation: 0

Workers' comp: 2

Apparatus:

E2310 – Inservice – broken cab lift – fixed

E2311 – Inservice

E2336 – Inservice

WT2350 – Inservice

B2303 – Inservice – wiring and electrical problems

U2397 – Inservice

U2398 – out of service/electrical problems – request to surplus

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

Facilities:

Back bays cleaned out to allow vehicle maintenance

Fire Chief administrative update:

Service contract – under new business

IAFF 5499 – No contact from local

Security breach on Chiefs computer – working on contract with Pagota Technologies under new business

Minimum participation standards for training and response - Memo

Additional items to note:

-NONE-

Chief focus for next month by priority:

Immediate priorities are staffing

Ben Lomond Service Agreement

Vehicle maintenance

Ladder testing

Station electrical compliance

Board Report-IncExp FYTD w/var

As Of = @today; Years = 1; Balances = Adopted Budget, Adjusted Budget, Month-To-Date Actual, Year-To-Date Actual, Year-To-Date Variance; Revenues/Expenditures = R,E
 GL Key [681800] and Dept [*]

Object	GL Object Title	FY 2025		
		Adopted Budget	Year-To-Date Actual	Year-To-Date Variance
GL Key: 681800 – FELTON FIRE PROTECTN DISTRICT				
Revenues				
Character: 01 – TAXES				
40100	PROPERTY TAX-CURRENT SEC-GEN	989,243.00	0.00	989,243.00
40110	PROPERTY TAX-CURRENT UNSEC-GEN	21,213.00	18,347.03	2,865.97
40130	PROPERTY TAX-PRIOR UNSEC-GEN	0.00	183.31	-183.31
40150	SUPP PROP TAX-CURRENT SEC	0.00	1,028.82	-1,028.82
40151	SUPP PROP TAX-CURRENT UNSEC	0.00	120.39	-120.39
40160	SUPP PROP TAX-PRIOR SEC	0.00	359.80	-359.80
40161	SUPP PROP TAX-PRIOR UNSEC	0.00	70.62	-70.62
Total 01 – TAXES		1,010,456.00	20,109.97	990,346.03
Character: 07 – FINES, FORFEITURES & ASSMNTS				
44142	PENALTIES FOR DELINQUENT TAXES	0.00	28.96	-28.96
44143	REDMPTN PNLTIES FOR DELINQ TXS	0.00	24.99	-24.99
Total 07 – FINES, FORFEITURES & ASSMNTS		0.00	53.95	-53.95
Character: 10 – REV FROM USE OF MONEY & PROP				
40430	INTEREST	25,000.00	15,057.86	9,942.14
40440	RENTS & CONCESSIONS	39,240.00	9,811.74	29,428.26
Total 10 – REV FROM USE OF MONEY & PROP		64,240.00	24,869.60	39,370.40
Character: 15 – INTERGOVERNMENTAL REVENUES				
40830	ST-HOMEOWNERS' PROP TAX RELIEF	4,528.00	0.00	4,528.00
40894	ST-OTHER	5,000.00	0.00	5,000.00
Total 15 – INTERGOVERNMENTAL REVENUES		9,528.00	0.00	9,528.00
Character: 19 – CHARGES FOR SERVICES				
41322	PLAN CHECKING FEES	2,500.00	1,862.00	638.00
Total 19 – CHARGES FOR SERVICES		2,500.00	1,862.00	638.00
Character: 23 – MISC. REVENUES				
42384	OTHER REVENUE	2,000.00	139.98	1,860.02
Total 23 – MISC. REVENUES		2,000.00	139.98	1,860.02
Total Revenues		1,088,724.00	47,035.50	1,041,688.50

Board Report-IncExp FYTD w/var

As Of = @today; Years = 1; Balances = Adopted Budget,Adjusted Budget,Month-To-Date Actual,Year-To-Date Actual,Year-To-Date Variance; Revenues/Expenditures = R,E
 GL Key [681800] and Dept [*]

Object	GL Object Title	FY 2025		
		Adopted Budget	Year-To-Date Actual	Year-To-Date Variance
GL Key: 681800 – FELTON FIRE PROTECTIN DISTRICT				
Expenditures				
Character: 50 – SALARIES AND EMPLOYEE BENEF				
51000	REGULAR PAY-PERMANENT	502,500.00	57,651.98	444,848.02
51005	OVERTIME PAY-PERMANENT	3,000.00	2,650.62	349.38
51010	REGULAR PAY-EXTRA HELP	141,500.00	6,215.00	135,285.00
51015	REGULAR PAY-SICK LEAVE	2,400.00	0.00	2,400.00
52010	OASDI-SOCIAL SECURITY	52,080.00	4,901.96	47,178.04
52015	PERS	91,269.00	32,578.56	58,690.44
53010	EMPLOYEE INSURANCE & BENEFITS	68,202.00	15,310.69	52,891.31
53015	UNEMPLOYMENT INSURANCE	20,000.00	119.00	19,881.00
54010	WORKERS COMPENSATION INSURANCE	84,000.00	79,507.00	4,493.00
55020	SICK LEAVE RESERVE	0.00	3,080.00	-3,080.00
	Total 50 – SALARIES AND EMPLOYEE BENEF	964,951.00	202,014.81	762,936.19
Character: 60 – SERVICES AND SUPPLIES				
61110	CLOTHING & PERSONAL SUPPLIES	42,500.00	1,394.61	41,105.39
61215	RADIO	35,000.00	11,570.50	23,429.50
61221	TELEPHONE-NON TELECOM 1099	12,000.00	2,222.24	9,777.76
61310	FOOD	4,000.00	312.42	3,687.58
61425	OTHER HOUSEHOLD EXP-SERVICES	6,500.00	1,055.98	5,444.02
61525	LIABILITY INSURANCE	40,000.00	-414.54	40,414.54
61720	MAINT-MOBILE EQUIPMENT-SERV	24,000.00	4,029.50	19,970.50
61721	MAINT-MOBILE EQUIPMENT-SUPPLIES	25,000.00	101.89	24,898.11
61725	MAINT-OFFICE EQUIPMENT-SERVICES	2,000.00	405.40	1,594.60
61730	MAINT-OTH EQUIP-SERVICES	7,550.00	78.44	7,471.56
61731	MAINT-OTH EQUIP-SUPPLIES	2,500.00	309.98	2,190.02
61845	MAINT-STRUCT/IMPS/GRDS-OTH-SRV	5,000.00	187.50	4,812.50
61846	MAINT-STRUCT/IMPS/GRDS-OTH-SUPP	10,000.00	682.62	9,317.38
61920	MEDICAL, DENTAL & LAB SUPPLIES	12,050.00	304.14	11,745.86
62020	MEMBERSHIPS	3,000.00	2,000.00	1,000.00
62219	PC SOFTWARE PURCHASES	9,500.00	7,962.49	1,537.51
62221	POSTAGE	600.00	0.00	600.00
62223	SUPPLIES	2,000.00	82.03	1,917.97
62301	ACCOUNTING AND AUDITING FEES	23,500.00	0.00	23,500.00
62327	DIRECTORS' FEES	8,000.00	0.00	8,000.00

Board Report-IncExp FYTD w/var

As Of = @today; Years = 1; Balances = Adopted Budget,Adjusted Budget,Month-To-Date Actual,Year-To-Date Actual,Year-To-Date Variance; Revenues/Expenditures = R,E
 GL Key [681800] and Dept [*]

Object	GL Object Title	FY 2025		
		Adopted Budget	Year-To-Date Actual	Year-To-Date Variance
GL Key: 681800 – FELTON FIRE PROTECTN DISTRICT				
Expenditures				
Character: 60 – SERVICES AND SUPPLIES				
62358	LAUNDRY SERVICES	1,800.00	273.84	1,526.16
62367	MEDICAL SERVICES-OTHER	12,000.00	960.27	11,039.73
62381	PROF & SPECIAL SERV-OTHER	40,200.00	19,184.40	21,015.60
62420	LEGAL NOTICES	700.00	179.50	520.50
62500	EQUIPMENT LEASE & RENT	500.00	0.00	500.00
62715	SMALL TOOLS & INSTRUMENTS	7,000.00	1,375.38	5,624.62
62826	EDUCATION AND/OR TRAINING	20,000.00	0.00	20,000.00
62888	SPEC DIST EXP-SERVICES	14,000.00	252.50	13,747.50
62920	GAS, OIL, FUEL	20,000.00	294.55	19,705.45
62928	TRAVEL-OTHER(NON-REPT)	3,000.00	0.00	3,000.00
63070	UTILITIES	16,000.00	1,892.25	14,107.75
	Total 60 – SERVICES AND SUPPLIES	409,900.00	56,697.89	353,202.11
Character: 80 – FIXED ASSETS				
86110	BUILDINGS AND IMPROVEMENTS	28,000.00	0.00	28,000.00
86204	EQUIPMENT	27,800.00	6,181.72	21,618.28
86209	MOBILE EQUIPMENT	226,650.00	195,435.63	31,214.37
	Total 80 – FIXED ASSETS	282,450.00	201,617.35	80,832.65
Character: 98 – APPROP FOR CONTINGENCIES				
98700	APPROP FOR CONTINGENCIES	700,000.00	0.00	700,000.00
	Total 98 – APPROP FOR CONTINGENCIES	700,000.00	0.00	700,000.00
	Total Expenditures	2,357,301.00	460,330.05	1,896,970.95
	Total 681800 – FELTON FIRE PROTECTN DISTRICT	-1,268,577.00	-413,294.55	-855,282.45
		-1,268,577.00	-413,294.55	-855,282.45

AGREEMENT FOR TEMPORARY SERVICES
Between
BEN LOMOND FIRE PROTECTION DISTRICT and
FELTON FIRE PROTECTION DISTRICT

THIS AGREEMENT TEMPORARY SERVICES (“Agreement”) is entered into as of the 1st day of November 2024, by and between the Ben Lomond Fire Protection District (“Ben Lomond”) and the Felton Fire Protection District (“Felton”). Ben Lomond and Felton are referred to individually as “Party”, or collectively, as the “Parties.”

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 various services, including but not limited to Ben Lomond providing temporary fire chief, assistant chief, training, and fire investigation services to Felton; 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 such services.

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

ARTICLE 1
PURPOSE

- 1.1 Purpose. The parties to this Agreement, with the consent of their legislative bodies, hereby join together for the purpose of Ben Lomond temporarily providing certain services to Felton, including but not limited to fire chief, assistant chief, training, budget assistance, and fire investigation services, as further described herein.

ARTICLE 2
TERM

- 2.1 Term. The term of this Agreement shall commence beginning on November 1, 2024 (the “Effective Date”) and continuing through October 31, 2026 (the “Term”), provided that it is fully ratified and executed by all parties on or before November 1, 2024. The Agreement is subject to termination pursuant to Article 5 below.
- 2.2 Extension. The parties agree that there shall be one (1) option (“Extension Option”) to extend the Term of this Agreement for one (1) additional year. Felton Fire agrees to give Ben Lomond its desire to exercise the Extension Option at least six (6) months prior to the expiration of the Term. The parties agree to meet and confer in good faith as to the Extension Option.

ARTICLE 3
PROVISION OF SHARED SERVICES

3.1 Fire Chief. The parties agree that for the duration of the Term, the Ben Lomond Fire Chief shall serve as the Fire Chief for both Ben Lomond and Felton.

3.1.1 Scope of Services. 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 Services to qualified Felton 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 Ben Lomond and Felton.

3.1.2 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 requires. This includes attending Board of Directors meetings in person or designating a district 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.

3.1.3 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 made in the form of an appendix to the Ben Lomond Fire Protection District Rules, Regulations, Policies and Practices and shall apply to Felton, only. The Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions when conducting employee investigations and interviews.

3.1.4 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 Felton 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.

- 3.2 Consideration. Felton shall pay Ben Lomond at the rates as outlined in the Fee Schedule, attached and incorporated hereto as Exhibit B. Unless otherwise agreed to by the Parties, Ben Lomond will submit invoices to Felton on a monthly basis during the Term, with documentation supporting the costs of any direct expenses incurred in performing its duties pursuant to this Agreement. Felton shall make payment monthly on the first billing cycle of the new month for all services provided, as described herein.
- 3.3 Expenses. Felton shall reimburse Ben Lomond of any direct expenses, including but not limited to a per-mile IRS reimbursement rate, incurred in performing its duties pursuant to this Agreement, provided that Ben Lomond present documentary evidence of such expenses to Felton to substantiate the expenses incurred and provided that the Fire Chief receives prior approval from the Felton Board of Directors for any expense over five thousand dollars (\$5,000).
- 3.4 Vehicle. The Fire Chief is currently provided a vehicle by Ben Lomond and it is anticipated that they will continue to use the vehicle as available. The parties agree that the Fire Chief may use the vehicle for Felton purposes. 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.
- 3.5 Contract Services. Ben Lomond retains the right to contract for similar services with other local Fire Service Agencies. This Agreement 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.
- 3.6 Independent Contractors.
- 3.6.1 Status. In the performance of this Agreement, it is the express intention of the Parties that Ben Lomond, including each of Ben Lomond's employees, agents, sub-contractors, or others under Ben Lomond's supervision or control, is an independent contractor, and should not be considered an employee of Felton for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee between Felton and Ben Lomond or between Felton and any employee or agent of Ben Lomond. Both Parties acknowledge that Ben Lomond is not an employee for state or federal tax purposes, and as such, of Felton Fire shall not withhold income or employment taxes from the consideration paid to Ben Lomond under this Agreement.
- 3.6.2 Other Service Recipients. Felton Fire understands and acknowledges that Ben Lomond retains the right to perform services for others during the term of this Agreement.

3.6.3 Materials. Ben Lomond shall furnish all equipment that may be required to perform the services under this Agreement except for office space and equipment furnished by Felton for Felton purposes, only.

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

3.6.4 No Benefits. Ben Lomond and persons designated under this Agreement shall not have any claim under this Agreement or otherwise against Felton for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability or unemployment benefits, or any other employee benefits.

ARTICLE 4 **DISPUTE RESOLUTION**

4.1 Dispute Resolution. 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, either party may terminate this Agreement as provided for in Article 6, below.

ARTICLE 5 **INDEMNIFICATION**

5.1 Indemnification. Each party ("Indemnitor") agrees to defend, indemnify, and hold harmless the other Party, its respective officials, officers, employees, volunteers, and agents (collectively "Indemnitees") from any and all claims, demands, losses, damages, legal defense costs, and liability of any kind or nature (collectively, "Claims"), which any Indemnitees may sustain or incur or which may be imposed upon it, but only in proportion to and to the extent Claims result from, arise out of, or in any manner are caused by or result from the negligent or intentional acts or omissions of Indemnitor, Indemnitor's officials, officers, employees, volunteers, and/or agents relating to this Agreement.

5.1.1 For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors, or volunteers.

5.1.2 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 6 **TERMINATION**

- 6.1 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.
- 6.2 Termination Based on Mutual Agreement. This Agreement may be terminated at any time with the mutual agreement of both parties.
- 6.3 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.
- 6.4 Effect of Termination. Upon termination of this Agreement, unless otherwise agreed to by the parties, the parties will immediately act not to incur any additional obligations, costs, or expenses as may be reasonably necessary to terminate its activities. Felton's only obligation to Ben Lomond will be just and equitable payment for services authorized by, and received to the satisfaction of, Felton up to and including the effective date of termination less any amounts withheld.

ARTICLE 7

INSURANCE COVERAGE

- 7.1 Each Party shall provide and maintain its own separate insurance coverage at least as broad as:
 - 7.1.1 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.
 - 7.1.2 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.
 - 7.1.3 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.
- 7.2 The above coverage requirements can be satisfied by self-insurance or pooled risk plans that provide comparable coverage.
- 7.3 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 5.

- 7.4 No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

ARTICLE 8

MISCELLANEOUS

- 8.1 Agency. It is understood that each of the Parties operate independently from one another and cannot enter into agreements or contracts as agents of the other. It is expressly understood and agreed that none of the Parties are in any way or for any purpose an agent of each other.
- 8.2 Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement 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. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Amendments. This Agreement may be modified in writing and signed by both parties' authorized representative.
- 8.7 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.
- 8.8 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.

- 8.9 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.
- 8.10 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.
- 8.11 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
131 Kirby St.
Felton, CA 95018
Facsimile:

For Ben Lomond Fire Protection District:

Sean Castagna, President of the Board of Directors
9430 Highway 9
Ben Lomond, CA 95005
Facsimile:

- 8.12 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 their respective agencies.
- 8.13 Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic facsimile, or other copy of a party's signature shall be accepted and valid as an original.

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

DRAFT

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 FELTON 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.
- ii. Agreement does not include any services that may be required to respond to, prepare for, or participate in, any labor arbitration, or labor-related 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), National Labor Relations Board (NLRB), California Labor Board, or California Public Employment Relations Board (PERB).

- iii. Any legal fees and costs that may be incurred on behalf of FELTON herein 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 the Board of Directors
- ii. Agreement includes administrative services reasonable and necessary to process employee discipline matters. Disciplinary action taken by the Fire Chief Assistant Chief or Division Chief may be appealed to the Board of Directors in accordance with FELTON 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 FELTON Board of Directors level.
- iv. Any legal fees and costs that may be incurred on behalf of FELTON herein 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 FELTON Board of Directors in recruiting and hiring 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 for 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 re-trained 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 of Directors.

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.

DRAFT

EXHIBIT B
Fee Schedule

APPENDIX A - PAY HOURLY

Rank:

Fire Chief - \$46.70 + \$6.88 for H&W = \$53.58
Assistant Chief - \$45.00
Deputy 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 \$20.00
Prevention Officer \$25.00

All hourly pay will also be charged an 10 % 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
Deputy Chief - \$75
Battalion Chief - \$75

Payroll will be turned in biweekly

DRAFT

September 24, 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 Jim Anderson,

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
REVENUE SHARING	New Tenant Rent: 50% in favor of Landlord (New Tenant Rent will be generated from tenants collocating on available space across the rooftop outside the existing Lease area.)

- 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 October 4, 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
 September 24, 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	Attorney Contact Information
Name: _____	Name: _____
Title: _____	Phone: _____
Phone: _____	Email: _____
Mobile 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>	<u>Secondary Mortgage (if applicable)</u>
Lender Name: _____	Lender Name: _____
Lender Contact: _____	Lender Contact: _____
Lender Contact Title: _____	Lender Contact Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	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

RESOLUTION NO. 03-2024

RESOLUTION ESTABLISHING FELTON FIRE PROTECTION DISTRICT
APPROPRIATION LIMIT FOR FISCAL YEAR 2024-2025 UNDER ARTICLE XIII-B
OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING PERIOD FOR
CONTESTING SUCH LIMIT

WHEREAS, Article XIII-B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII-B Section 8(e)(2) requires the Governing Body to select the change in Cost of Living methodology each year by recorded vote; and

WHEREAS, the change in the California per capita personal income provides the greatest result rather than using the local assessment roll from the preceding year; and

WHEREAS, the Auditor-Controller has computed the appropriations limit applicable to the District for fiscal year 2024-2025 and transmitted the same to the District in a letter dated September 6, 2024; and,

NOW, THEREFORE, BE IT RESOLVED, that the FELTON FIRE PROTECTION DISTRICT selects the change in the California per capita personal income and the percent change within the County in which the special district is located methodology for use in calculating its appropriation limit for fiscal year 2024-2025; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the appropriation limit for the FELTON FIRE PROTECTION DISTRICT for fiscal year 2024-2025 is hereby established as \$1,535,774 and that such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII-B of the California Constitution; and,

No action or proceeding shall be brought, the purpose of which is directly or indirectly to attach, review, set aside, void or annul the appropriations limit established by this resolution unless such action or proceeding shall have been filed and served on the district within forty-five (45) days from the date this resolution is adopted in accordance with Division 9 of the Government Code.

PASSED AND ADOPTED by the Board of Directors of the FELTON FIRE PROTECTION DISTRICT at a regular meeting held on the 7th (DATE) day of October (MONTH), 2024 (YEAR), by the following called vote:

AYES:

NOES:

ABSENT:

ATTEST: APPROVED:

BY

Secretary of the Board

Chairperson of the Board



COUNTY OF SANTA CRUZ

EDITH DRISCOLL
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
701 OCEAN STREET, SUITE 100, SANTA CRUZ, CA 95060-4073
(831) 454-2500 FAX (831) 454-2660

September 6, 2024

Felton Fire Protection District
131 Kirby Street
Felton, CA 95018

SUBJECT: FISCAL YEAR 2024-2025 APPROPRIATION LIMITATION

Dear Special District Board of Directors:

In accordance with Section 7900 et seq. of the Government Code of the State of California, you must adopt an appropriation limit by resolution each fiscal year.

We have made the required calculations and prepared a sample resolution for use by the District, both of which are attached hereto. The limit presented was prepared per Government Code 7901(b). Each special district shall select its change in population and change in non-residential growth or change in per capita income annually by a recorded vote of the governing body of the special district as outlined in the attached resolution.

Adjustments for the Fair Labor Standards Act (FLSA) and qualified capital outlay projects may be exempt from the appropriation limit.

After adopting the Districts' appropriation limit, please provide a copy of the resolution for our files.

Very truly yours,

EDITH DRISCOLL

Auditor-Controller-Treasurer-Tax Collector

Marianne Ellis

by Marianne Ellis Accountant II

Attachments:

Calculation of Appropriations Subject to Limitation,
Resolution Establishing Appropriation Limit for Fiscal Year 2024-2025

PROP 4 - FELTON FIRE PROTECTION DISTRICT
681800
CALCULATION OF APPROPRIATIONS SUBJECT TO LIMITATION
2024-2025

Total Appropriations	\$ 1,088,724
Adjustments	
Expenditure Appropriations:	
1. Qualified Capital Outlay Project	(195,436)
2. FLSA	<u>0</u>
Adjusted Appropriations	\$ <u>893,288</u>
Revenue Appropriations:	
1. Non-proceeds of taxes	(49,886)
2. User fees in excess of cost	0
3. Debt Service	<u>0</u>
Appropriations Subject to Limit	\$ <u><u>843,402</u></u>
Calculation of 2024-2025 Limit:	
2023-2024 Appropriations Limit	\$ 1,486,425
Change in Cost of Living	103.62%
Change in Population	<u>99.71%</u>
Total Change Factor	<u>103.32%</u>
2024-2025 Appropriations limitation	\$ <u>1,535,774</u>
Amount Under Appropriations limitation	\$ <u>(692,372)</u>
Excess Appropriations subject to limitation	\$ <u><u>0</u></u>



Pagoda Pinnacle Service Agreement
Felton Fire Protection District

Created for:	Felton Fire Protection District
Contact name:	Isaac Blum
Contact email:	firechief@feltonfire.com
Contact Phone:	831-335-4422
Date:	October 14, 2024

PAGODA SERVICE AGREEMENT

This Pagoda Agreement (AGREEMENT) is made this October 14, 2024 ("Effective Date") by and between **Felton Fire Protection District** (CLIENT), located at 131 Kirby St, Felton, CA 950184 and **Pagoda Technologies Inc** (PAGODA), located at 6001 Butler Lane, Suite 207, Scotts Valley, CA 95066.

WHEREAS, PAGODA is a provider of Network Support Services, Managed Services, Cloud Services, Security and Networking solutions;

WHEREAS, CLIENT desires to contract with PAGODA for the provision of the Pagoda Services defined herein;

NOW THEREFORE, and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

This Agreement incorporates, without limitation, all terms, conditions, responsibilities, and provisions described in the attached **Pagoda Standard Terms**.

PAGODA PINNACLE PLAN

The Pagoda Pinnacle Plan covers four areas of service.

- Helpdesk includes phone/remote support and on-site support. Support covers technical problems and "how to" questions. Our help desk is available by web portal, email and by phone from 5 am until 7 pm on weekdays and from 8:30 am to 5 pm on weekends. On-site support is available to augment remote support.
- Proactive services including cybersecurity, preventative maintenance, and backups. These tools/tasks keep your network secure, prevent data loss, ensure the predictable performance of computers and prevent problems that may cause downtime. Pagoda's cybersecurity service includes these layers:
 - o DNS Filtering - a cloud-based cybersecurity platform that offers advanced protection against internet threats. It enforces security at the DNS and IP levels, blocking malicious content, preventing malware infections, and thwarting phishing attempts before they reach your network. With global visibility into internet activity, DNS filtering delivers real-time threat intelligence and insights, even when devices are away from your physical network. It enhances your overall security posture by proactively identifying and stopping threats across all devices, providing seamless and scalable protection for organizations against a wide range of online risks.
 - o Physical firewall at the perimeter of your office network to filter, manage, and monitor network traffic.
 - o Next generation security/anti-virus software on your computers. This software is not dependent on virus definition data as prior generations were. That dependency made it difficult for prior generation systems to detect new (zero day) threats. This next generation software uses artificial intelligence technology to detect and block threats.
 - o We utilize a customized training system to build security awareness in your staff. Employees who are not aware of the many cyber-security risks can be the greatest threat to your data and network. The system includes web based training campaigns and email phishing testing.

- Network technology alignment best practices to combat cyber security threats and better organize your IT environment.
 - Regular Checks: Regularly check and maintain industry best practices for backup, server configuration, security, etc.
 - Onsite Visits: Conduct regular onsite visits (typically every 3 months) to work through our best practices checklist.
 - Preventative Policies: Set up preventative policies to enhance network security.
 - Email Security: Implement email security protocols to safeguard communication.
 - Monitoring: Monitor the environment for abnormal authentications and take necessary actions.
 - Account Security: Secure employee accounts, including cleanup for those no longer with the company.
 - App Blocking: Block applications that don't support modern authentication.
 - User Roles: Configure least privilege user roles to enhance access control.
 - MFA Enforcement: Enforce Multi-Factor Authentication (MFA) for all users.
 - Logging/Notifications: Enable logging and notifications for mailbox changes, monitoring events closely.
 - Data Loss Prevention: Implement Data Loss Prevention (DLP) strategies to safeguard sensitive information.
 - Employee Changes: Ensure proper processes are followed for network-relevant events, such as employee changes.
 - Documentation: Create and maintain comprehensive documentation for the network.
- Technology consulting. We serve as your virtual CIO (Chief Information Officer) and have regular meetings with you (generally twice a year) to discuss the best strategy for advancing your business goals and ambitions via technology.

The plan is designed to:

- Maximize computer and network efficiency and minimize downtime.
- Provide predictable and optimized performance of computers and network devices.
- Reduce risk to your business—risk of data loss, unforeseen service costs, security intrusions, etc.
- Streamline your technology strategy in support of your long term business goals.
- Reduce the time your staff spends dealing with computer functionality or performance problems. This frees up your staff to do their jobs and leverage their skills and time for your business.

Services Description and Elements

<i>Core Elements</i>	<i>Description</i>
Technology Consulting	<p>*Technology Consulting Included Services*</p> <ul style="list-style-type: none"> -Regular Strategy and Planning Meetings
Security Management	<p>*Security Included Services*</p> <ul style="list-style-type: none"> -Antivirus Endpoint Detection and Response monitoring, remediation and updates -DNS filtering -monitor for data theft, data-at-risk and bad actors. -staff phishing testing and cyber security training -firewall optimization and monitoring
Network Management and Maintenance	<p>*Network Management Included Services*</p> <ul style="list-style-type: none"> -Monitoring of Network Status -Monitoring of LAN (ethernet and Wi-Fi) and Internet Connectivity -Management and Maintenance of network devices -Phone/Remote, On-site support -Asset Management and Warranty Tracking
Technology Alignment	<p>*Technology Alignment Included Services*</p> <ul style="list-style-type: none"> -create and maintain documentation -cyber security best practices -ensure industry best practices are followed -routine on-site reviews and exploration of hardware, wiring, network reliability -gather vendor information
Server Management/Monitoring/Maintenance	<p>*Server Management Included Services*</p> <ul style="list-style-type: none"> -Monitoring of Status and Services -Phone, Remote control, On-site support -Service Availability Monitoring -Patch Management – Microsoft and third party -Event Log Monitoring -Security Administration -Hardware Warranty Status Monitoring -Server Optimization & Management -Cloud server backup
Workstation Management/Monitoring/Maintenance	<p>*Workstation Management Included Services*</p> <ul style="list-style-type: none"> -Monitoring of Status and Services -Phone, Remote control, On-site support -Service Availability Monitoring -Patch Management – Microsoft and third party -Security Administration -Asset Management and Warranty Tracking -Software License Management -Hardware Warranty Status Monitoring (except for virtual desktops) -System Optimization & Management
Line of Business Applications	<p>*Line of Business Applications Included Services*</p> <ul style="list-style-type: none"> -Work with vendors to resolve problems with custom software, databases, CRM, or related software -Our support is conditional on vendor support availability
Documents Only Cloud Backup for workstations	<p>*Documents Only Cloud Backup Included Services*</p> <ul style="list-style-type: none"> -Backup of Microsoft Office, PDF, and other documents to the cloud -Complete monitoring and management of backup

<i>Optional Elements</i>	<i>Description</i>
Enhanced security - MDR (Managed Detection and Response) (\$10 per workstation per month)	*MDR Included Services* A Managed Detection and Response (MDR) service utilizes human experts 24x7 to review, act upon, and document every identified threat that puts your network and reputation at risk.
Cloud Backup for mailboxes (\$4 per mailbox)	*Cloud Mailbox Backup Included Services* -Backup for Office 365's Exchange, OneDrive and SharePoint -Complete monitoring and management of backup
Full Cloud Backup for workstations (\$14 per workstation per month)	*Cloud Backup Included Services* -Full image backup of workstations to the cloud -Complete monitoring and management of backup

Agreement Pricing and Covered Components:

Your network "The Network" is located 131 Kirby St, Felton, CA 950184.

The Network consists of the following components:

- 7 desktop and laptop computers
- A server
- 1 UNVR
- Switches
- Wireless Access Points
- Cameras

The flat rate fee for The Network is \$720 per month.

Included are all Core Elements in the Services Description and none of the optional elements.

Initial Onboarding/Startup Project:

General onboarding: \$0

- Setup Core Elements (noted above)
- Perform an Initial IT alignment and review

Non-Covered Components:

Not included in the flat rate fee:

Any services, network repairs or maintenance related to acts of nature, God, war, cyber attacks, or terrorism. This includes attacks by/from hackers, malware, data theft or loss, or recovering encrypted data.

Projects. Projects will generally be discussed and initiated at quarterly IT strategy meetings but can be initiated any time if the need arises.

In all cases, projects will be discussed and the project cost approved before work begins.

Project examples

- Replace PCs (the flat fee for each PC replacement is \$250)
- Migrate document management system
- Firewall replacement
- Install new line of business application; upgrade line of business application
- Data recovery for a non-backed up computer
- Installing or replacing Network cabling

Pagoda Technologies Inc	Felton Fire Protection District
Signature:	Signature:
Printed Name: Jon Allen	Printed Name: Isaac Blum
Title: CEO	Title: Fire Chief
Date:	Date:

CLIENT INFORMATION

The primary CLIENT contact is Isaac Blum.

Contact email: firechief@feltonfire.com

Contact Phone: 831-335-4422

ACCOUNT MANAGER

Your Pagoda Account Manager / Primary Contact is Jon Allen.

Please contact your account manager if you wish to make any changes to, or have any questions about your service agreement.

Phone: 831.419.8000

Email: jallen@pagoda-tech.com

Pagoda Technologies Standard Terms (TERMS)

These TERMS are the terms under which Pagoda Technologies (PAGODA) provides services to Clients (CLIENT), modified by any written agreement between PAGODA and CLIENT. These TERMS incorporate, without limitation, all terms, conditions, responsibilities, and provisions described in the attached PAGODA Service Agreement (AGREEMENT).

TERM OF AGREEMENT

The AGREEMENT shall be effective as of the Effective Date, and shall remain in force for a period of one year (Initial Term), and be reviewed after the first six months and then yearly to address any necessary adjustments or modifications. Any adjustments or modifications required that affect the monthly fees paid for the services rendered under the AGREEMENT, will be negotiated and agreed to by CLIENT and PAGODA. Beginning on the annual agreement renewal date, and on each succeeding anniversary of the effective renewal date during the term of this agreement, the then-current price for services listed in all current exhibits shall be re-evaluated. The AGREEMENT automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty (60) day's prior written notice of its intent not to renew the AGREEMENT

EQUIPMENT COVERED

PAGODA reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, and/or services as well as modify the AGREEMENT (or any portion thereof) on 30-day written notice.

For purposes of these TERMS, the Network shall include all locations and devices listed in the AGREEMENT. Any additional devices added to the Network without the consent or acknowledgement of PAGODA will not be honored or supported by PAGODA under the AGREEMENT.

FEES AND PAYMENT SCHEDULE

Fees will be as noted in the AGREEMENT, invoiced to CLIENT on a monthly basis, and will become due on the first day of each month, with payment expected within ten (10) days. Services may be suspended if payment is not received within 30 days following the due date.

It is understood that any and all Services requested by CLIENT that fall outside of the Services described in the AGREEMENT will be considered additional services, and will be quoted and billed separately.

Any additional services will be invoiced at the end of each month, with payment expected within ten (10) days, unless otherwise specified by PAGODA.

Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under the AGREEMENT. CLIENT shall pay any such taxes unless a valid exemption certificate is furnished to PAGODA for the state of California.



CONDITIONS OF SERVICE

CLIENT's Network is eligible for monitoring and support under the AGREEMENT provided it is in good condition and PAGODA serviceability requirements and site environmental conditions are met. PAGODA reserves the right to inspect the Network upon the commencement of the term of the AGREEMENT for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. PAGODA reserves the right to charge for such assessment and/or diagnostics but will do so only if such charges are noted on the AGREEMENT.

PAGODA shall not be responsible to CLIENT for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of PAGODA

PAGODA reserves the right to suspend or terminate the AGREEMENT if in its sole discretion, conditions at the service site pose a health or safety threat to any PAGODA representative.

SERVICE RESPONSIBILITY OF PAGODA

Helpdesk and Management of CLIENT's IT network will be provided to CLIENT by PAGODA through remote or onsite means as stated in the AGREEMENT during normal business hours (between the hours of 8:00 am – 5:00 pm Monday through Friday), excluding public holidays. Network Monitoring Services will be provided 24/7/365.

Emergency Support and Escalation

PAGODA will respond to CLIENT's Trouble Tickets with best effort after hours or on holidays.

Service Disclaimer

CLIENT grants PAGODA authorization to view any data within the regular routine of the provided services, repairs or system improvements. CLIENT also authorizes PAGODA to reasonably delete, change, and/or rewrite any necessary information to complete any services, system repairs or improvements that are consistent with the standards and practices in the industry.

System Support/Repair

PAGODA shall provide support and repair services as described in the AGREEMENT for all devices specified in the AGREEMENT, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from the AGREEMENT. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to CLIENT after first receiving CLIENT's authorization to incur them.

Monitoring Services

PAGODA will provide ongoing monitoring and security services as described in the AGREEMENT for all devices specified in the AGREEMENT. Should a problem be discovered during monitoring, PAGODA will notify CLIENT of the issue in a timely manner.

It is the responsibility of CLIENT to promptly notify PAGODA of any events/incidents that could impact the services defined within the AGREEMENT and/or any supplemental service

needs, and for PAGODA to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in the AGREEMENT.

Other Services

PAGODA shall provide other services, if any, as defined in the AGREEMENT during business hours, unless otherwise specified in the AGREEMENT. PAGODA shall provide scheduled remote and onsite support services in accordance with the AGREEMENT. PAGODA's representatives shall have and CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services.

PAGODA shall be obligated to provide service only at the Service Site(s) defined in the AGREEMENT. If CLIENT desires to relocate, add or remove locations, CLIENT shall give appropriate notice to PAGODA of its intention to relocate sixty (60) days in advance. PAGODA reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by CLIENT. Such right includes the right to refuse service at the relocation and/or new site.

CLIENT RESPONSIBILITIES

CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by PAGODA's representatives in support of the PAGODA Services Solution.

CLIENT agrees that it will inform PAGODA of any modification, installation, or service performed on the Network by individuals not employed by PAGODA in order to assist PAGODA in providing an efficient and effective Network support response.

CLIENT will designate a managerial level representative to authorize all Network Support Services. Whenever possible, said representative shall be present whenever a PAGODA service representative is on-site. This contact information shall be detailed in the AGREEMENT, and it is CLIENT's responsibility to inform PAGODA of any changes made to this representation thirty (30) days in advance.

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in the AGREEMENT, the following service and support limitations are expressed:

Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. PAGODA's support services within the AGREEMENT are predicated upon CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.

Device maintenance support is limited to servicing of devices listed in the AGREEMENT

The AGREEMENT and TERMS are contingent on CLIENT's permission for PAGODA to have secure remote access into CLIENT's network (e.g. VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by PAGODA). Project support services required or requested outside the scope of the AGREEMENT may not be exchanged for days or services within the AGREEMENT.



WARRANTIES AND DISCLAIMERS

PAGODA makes and CLIENT receives 60 days warranty on service only; but otherwise all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall PAGODA or any of its Directors, Employees, Other Representatives or suppliers be responsible for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense: PAGODA, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CLIENT's use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement, including paying any judgment and costs associated with such claim, but only in proportion to and to the extent such liability, claims, judgment or costs are caused by CLIENT'S negligence or intentional acts or omissions.

OPT-OUT/TERMINATION

PAGODA and/or CLIENT shall have the right to terminate the AGREEMENT under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties.
- If CLIENT does not pay PAGODA within thirty (30) days from receipt of PAGODA's invoice and/or otherwise materially breaches the AGREEMENT or TERMS.
- If PAGODA fails to perform its obligations under the AGREEMENT and such failure continues for a period of thirty days after written notice of the default, CLIENT shall have the right to terminate the AGREEMENT.
- Either party may terminate the AGREEMENT upon sixty days (60) written notice provided any early termination fees associated with onsite backup appliances (ReVive or similar) are paid in full to PAGODA. Minimum term for all onsite backup appliances is one year.

Upon termination, all hardware and software installed by PAGODA and used to conduct network support services, are the property of PAGODA and will be surrendered and returned to PAGODA.



REMEDIES

In the event CLIENT terminates the AGREEMENT for any reason other than a breach of the terms herein, CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by PAGODA were last performed.

INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by CLIENT during the course of engagement and for period of one (1) year thereafter. Your signature on the AGREEMENT confirms your organization's agreement to adhere to this professional standard of conduct.

CLIENT acknowledges that PAGODA is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that PAGODA would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by PAGODA. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of PAGODA, solicit the employment of PAGODA personnel during the term of the AGREEMENT and for a period of one (1) year following expiration of the AGREEMENT.

CLIENT agrees that it would be extremely difficult to ascertain the actual amount of damages that PAGODA would incur from a breach by CLIENT of this provision. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay PAGODA an amount equal to 50% of employee's total annual compensation, as liquidated damages and PAGODA shall have the option to terminate the AGREEMENT without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs PAGODA would incur to identify, recruit, hire and train suitable replacements for such personnel.

CONFIDENTIALITY

This Confidentiality, Privacy and Compliance portion of the TERMS is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and PAGODA. The TERMS shall under no circumstances be deemed to alter any such contract except as specifically provided below.

PAGODA acknowledges that in the course of providing services to CLIENT, PAGODA may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. PAGODA shall regard any and all information it receives which in any way relates or pertains to CLIENT, including its customers, consumers or employees as confidential.

PAGODA shall not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by CLIENT or as required by applicable law.

CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.



CLIENT also acknowledges that all information and service related knowledge, consulting techniques, proposals, and documents disclosed by PAGODA, or which come(s) to CLIENT's attention during the course of business with PAGODA constitute valuable assets of, and are confidential and/or proprietary to PAGODA.

This provision shall survive termination of the TERMS and any other agreements between CLIENT & PAGODA.

INSURANCE COVERAGE

PAGODA shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CLIENT's request, PAGODA further agrees to furnish CLIENT with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under the AGREEMENT, at every renewal and at other times as may be reasonably requested by CLIENT.

GENERAL PROVISIONS

Sole Agreement: The AGREEMENT and TERMS constitute the entire and only understanding between PAGODA and CLIENT with respect to the subject matter hereof and, except as expressly set forth herein, may be amended only by a writing signed by each of the parties hereto.

Severability: If a court of competent jurisdiction determines that any terms or provision of the AGREEMENT or TERMS is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions which shall continue to be given full force and effect.

Captions: The captions of the paragraphs of the AGREEMENT and TERMS are for convenience only and shall not affect in any way the meaning or interpretation of the AGREEMENT or TERMS or any of the provisions thereof.

Binding Effect: The AGREEMENT and TERMS shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.

Governing Law: Notwithstanding the place where the AGREEMENT or TERMS may be executed by any party, the AGREEMENT and TERMS, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of California as applied to agreements among California residents to be entered into and performed entirely within the State of California, and such laws shall govern all aspects of the AGREEMENT and TERMS. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of California, in the Judicial Circuit where PAGODA has its principal office, for resolution of all disputes and



causes of action arising out of the AGREEMENT and TERMS, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

Assignment: The AGREEMENT and TERMS and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

Force Majeure: PAGODA shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.

Attorneys' Fees. In any action between the parties to enforce any of the portion of the AGREEMENT or TERMS, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

DEVICES SUPPORTED BY THE AGREEMENT

Since part of the AGREEMENT includes device support, CLIENT is responsible for informing PAGODA of changes to the number of devices within five (5) business days. Support and maintenance is limited to devices listed in the AGREEMENT. Any device older than 4 years of age is eligible for coverage at the sole discretion of PAGODA. Any devices not purchased by or through PAGODA must be approved by PAGODA before inclusion in the AGREEMENT.

SERVICE DESK

The PAGODA Service Desk provides a point of escalation for your company when there is an issue or question. The Service Desk is available during business hours to log issues and support your team. Our Network Operations Center works 24x7x365. You can contact the Service Desk via email or phone. We commit to responding to your question promptly. If you are contacting us to escalate a service outage, we will route the call to our technical center for prompt attention.

HOW TO CONTACT THE SERVICE DESK

Telephone: (831)-419-8000

Email: helpdesk@pagoda-tech.com

SERVICES OUTSIDE THE AGREEMENT

PAGODA standard hourly rates are \$185 for network or security-related and \$150 for PC-related work per hour per employee during normal business hours. PAGODA reserves the right to determine rates for after-hours, holiday, and emergency support based on project or incident requirements.



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

Date: October 07, 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

\$ 28,389.20

These payments were approved by the Board of Directors during their meeting on

October 07, 2024

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

CLAIMS BY VENDOR

09/12/2024

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
CalPERS	//	52015	GASB 68 report fees- annual for Classic and PEPRA plans	\$700.00	<input type="checkbox"/>
CALPERS RETIREMENT SYSTEM	//	53010	Healthcare - premium for September 2024	\$4,206.57	<input type="checkbox"/>
DOCTORS ON DUTY MEDICAL GROUP INC	//	62367	New Hire physical Jackson, partial Gifford	\$770.00	<input type="checkbox"/>
ERNIES SERVICE CENTER	//	61720	Tire repair	\$29.50	<input type="checkbox"/>
FIRE RISK MANAGEMENT SERV/Calif Bank & Trust	//	53010	Ins. premiums due (VSP, Life & AD&D) for October 2024	\$45.12	<input type="checkbox"/>
PRESS BANNER	//	62420	Public notice for Budget adoption - run on 08/30 and 09/06/24	\$179.50	<input type="checkbox"/>
SANTA CRUZ CO PUBLIC WORKS	//	61425	Dump run fees	\$131.35	<input type="checkbox"/>
Total				\$6,062.04	

CLAIMS BY VENDOR

09/26/2024

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
ATCHISON, BARISONE & CONDOTTI	//	62381	Services 08/01-08/31/24	\$5,314.12	<input type="checkbox"/>
C S G CONSULTANTS INC	//	62381	Services 07/27-08/30/24 (1 fire plan review	\$284.00	<input type="checkbox"/>
PALACE BUSINESS SOLUTIONS	//	62223	Case of copy paper, pens	\$82.03	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61731	Costc-Asstd sized batteries	\$38.31	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Costco (coffee, creamer, etc.)	\$73.60	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61425	Costco-cleaning/household supplies	\$159.54	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	FirstNet wireless and Comcast billings	\$935.92	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62358	Mission Linen billing	\$78.24	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	PG&E and SLV Water billings	\$569.74	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61846	Towel dispenser, plywood for shelving	\$100.68	<input type="checkbox"/>
ZAYANTE FIRE DISTRICT	//	62381	Response coverage provided 08/31-09/17/24 (14)	\$1,823.35	<input type="checkbox"/>
Total				\$9,459.53	

CLAIMS BY VENDOR

10/03/2024

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 681800					
BEN LOMOND FIRE PROTECTION DISTRICT	//	51000	Billed services for staffing-September 2024	\$11,845.00	<input type="checkbox"/>
ERNIE'S AUTO CENTER	//	61721	C2300- trickle charger	\$55.57	<input type="checkbox"/>
ERNIE'S AUTO CENTER	//	61721	E2310- transmission fluid	\$91.94	<input type="checkbox"/>
FELTON PAINT & HARDWARE	//	61846	Station Maintenance (asstd hardware and supplies)	\$89.23	<input type="checkbox"/>
HEALTH CARE EMPLOYER DENTAL	//	53010	Dental Insurance premium for November 2024	\$114.87	<input type="checkbox"/>
MONTEREY BAY SYSTEMS	//	61725	Base contract 10/04-01/03/25	\$439.67	<input type="checkbox"/>
PLEXUS GLOBAL LLC	//	62381	Entry level background check-Gifford	\$36.35	<input type="checkbox"/>
THE PIED PIPER EXTERMINATORS INC	//	62381	Monthly rodent control service on 09/26/24	\$195.00	<input type="checkbox"/>
Total				\$12,867.63	

**Board Mtg. - Vendor Totals
October 07, 2024**

Vendor Claim Sheets	\$ Amount	Date
Page 1 total	\$6,062.04	12-Sep-24
Page 2 total	\$9,459.53	26-Sep-24
Page 3 total	\$12,867.63	3-Oct-24
Grand Total Vendor Claims	\$28,389.20	

TOTALS

