

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
MEETING NOTICE & AGENDA**

Monday – September 11, 2023 - 6:30 p.m.
492 Carpenteria, Aromas CA 95004

Zoom Meeting

<https://us02web.zoom.us/j/82023570041?pwd=V3UvRkdUcHp1QTZwRGJlU2pQbDJ2dz09-> or call (669)444-9171-Meeting ID: 820 2357 0041-Passcode: 120905

ROLL CALL: Miller _____ Mortan _____ Mesiroff _____ Stottrup _____

PLEDGE OF ALLEGIANCE - Director Miller

PUBLIC COMMENT 6:30 P.M. - Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Government Code 54954.2 (speakers are limited to 5 minutes). The public may comment on any matter listed on the agenda at the time the matter is being considered by the Board.

Opportunity to address the Board of Directors on items appearing on the agenda before or during the boards consideration of the item that is within the subject matter. Speakers are limited to three minutes. Government Code Section 54954.3 (a)

DIRECTORS COMMENT PERIOD

CONSENT CALENDAR

1. Receive and consider Resolution No. 2023-11 proclaiming a state of emergency and authorizing remote teleconferencing of district legislative bodies. **ACTION**
2. Approve minutes May 16, 2023 and July 18, 2023 regular meeting and Special Meeting on August 8, 2023. **ACTION**
3. Approve checks for August and September 2023. **ACTION**

GENERAL BUSINESS

4. Receive report of operations, training, and fire prevention.
 5. Receive a staff report and consider amended Auto Aid Agreement with Hollister City Fire.
- ACTION**

Any documents produced by Aromas Tri-County Fire Protection District and distributed to a majority of the board regarding any item on the agenda will be made available at the Aromas fire station located at 492 Carpenteria, Aromas, CA during normal business hours. 1

6. Receive a staff report and consider amended Auto Aid Agreement with North County Fire Protection District. **ACTION**
7. Receive and consider a staff report to update Key Executives for bank accounts. **ACTION**
8. Receive and consider Resolution No. 2023-12 approving CAL FIRE Agreement #7GF23001 for a VFC Grant. **ACTION**
9. Receive and consider Resolution No. 2023-13 approving CDF Contract Agreement #4CA06333. **ACTION**

PUBLIC HEARING 7:30 P.M. Final Budget for fiscal year 2023-24

10. Receive proposed final budget for fiscal year 2023-24.
 - 10a. Receive public comment on the proposed final budget.
 - 10b. Consider approval of Resolution No. 2023-14 adopting a final budget of \$2,873,050 for fiscal year 2023-24. **ACTION**
11. Receive staff report on reserve funds distribution for fiscal year 2023-24
 - 11a. Consider and approve Resolution No. 2023-15 allocating district reserve funds for fiscal year 2023-24. **ACTION**
12. Receive staff report on property tax appropriations limit for fiscal year 2023-24
 - 12a. Consider and approve Resolution No. 2023-16 establishing property tax appropriations limit. **ACTION**

FINANCIAL

13. Receive budget status report.

MISCELLANEOUS

This section of the Board's briefing binder includes copies of miscellaneous communications placed in the Board's Information Reading File during the past month.

ADJOURNMENT

Consider motion to adjourn to the regular meeting on November 14, 2023 at 6:30 p.m. at the Aromas Tri-County fire station, 492 Carpenteria Road, Aromas, California.

Any documents produced by Aromas Tri-County Fire Protection District and distributed to a majority of the board regarding any item on the agenda will be made available at the Aromas fire station located at 492 Carpenteria, Aromas, CA during normal business hours.

Admin is inviting you to a scheduled Zoom meeting.

Topic: Aromas Board Meeting

Time: Sep 11, 2023 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82023570041?pwd=V3UvRkdUcHp1QTZwRGhqU2pQbDJ2dz09>

Meeting ID: 820 2357 0041

Passcode: 120905

One tap mobile

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+16694449171,,82023570041#,,,,*120905# US

Dial by your location

- +1 669 900 9128 US (San Jose)
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 360 209 5623 US

Meeting ID: 820 2357 0041

Passcode: 120905

Find your local number: <https://us02web.zoom.us/j/82023570041?pwd=V3UvRkdUcHp1QTZwRGhqU2pQbDJ2dz09>

*Before the Board of Directors, Aromas Tri-County Fire Protection District,
County of Monterey, State of California*

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AROMAS TRI-COUNTY FIRE PROTECTIN DISTRICT PROCLAIMING
A LOCAL EMERGENCY, RATIFYING THE STATE OF EMERGENCY
PROCLAIMED ON MARCH 4, 2020, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF ALL DISTRICT LEGISLATIVE BODIES
FOR THE FOLLOWING 30 DAYS IN ACCORD WITH THE RALPH M. BROWN
ACT**

FACTS

1. The Aromas Tri-County Fire Protection District (District) is public entity established under the laws of the State of California.
2. The District is committed to preserving and nurturing public access and participation in meetings of the District Board and Committees; and
3. All meetings of District legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe District legislative bodies conduct business; and
4. The Brown Act, Government Code section 54953(e), enables remote teleconferencing participation in meetings by members of a legislative body, without strict compliance with requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
5. One required condition is that a state of emergency has been declared by the Governor of the State of California pursuant to Government Code section 8625, proclaiming existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and
6. A proclamation is made that there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the District's jurisdiction, caused by natural, technological, or human-caused disasters; and

7. State or local officials have imposed or recommended measures to promote social distancing, or, that having the legislative body meet in person would present imminent risks to the health and safety of attendees; and
8. The District Board affirms these conditions now exist in the District. Specifically, on March 4, 2020, the Governor proclaimed a State of Emergency to exist as a result of the threat of COVID-19. That Proclamation has not been terminated by either the Governor or the Legislature pursuant to Government Code section 8629; and
9. Despite sustained efforts to remedy this circumstance, the District Board determines that meeting in person poses an imminent risk to health and safety of attendees due to the COVID-19 virus and its variants; and
10. The District Board finds the emergency created by the COVID-19 virus and its variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor and similar local health orders that require social distancing; and
11. As a consequence of the local emergency, the District Board determines that all legislative bodies of the District are required to conduct their meetings without full compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that those District legislative bodies shall comply with the requirements to provide public access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and
12. Each District legislative body shall continue to conduct meetings with public access available via call-in or internet-based service options and the public shall be allowed to address the legislative body directly in real time; and
13. This Resolution shall authorize the Fire Chief to establish and maintain platforms necessary for each District legislative body to hold teleconference meetings and provide an avenue for real-time public comments for such meetings; and
14. The District Board finds the introduction and adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) as the activity is not a project as defined in Section 15378) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT:

SECTION 1. RECITALS. The foregoing Findings are true and correct and are adopted by the District Board as though set forth in full.

SECTION 2. PROCLAMATION OF LOCAL EMERGENCY. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk as a result of the COVID-19 virus and its variants.

SECTION 3. RATIFICATION OF PROCLAMATION OF A STATE OF EMERGENCY. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. REMOTE TELECONFERENCE MEETINGS. The Fire Chief and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. EFFECTIVE DATE OF RESOLUTION. This Resolution shall take effect immediately upon its adoption and shall remain in effect for a period of 30 days, or until such time the District Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which District legislative bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED at a regular meeting on September 11, 2023 upon motion of Director _____, seconded by Director _____, and carried by the following vote, to wit:

AYES:

NOES

ABSENT:

ATTEST:

President of the Board

Secretary of the Board

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
MINUTES OF THE REGULAR MEETING OF
Tuesday, May 16, 2023**

CALL TO ORDER

The regular meeting of the Board of Directors of the Aromas Tri-County Fire Protection District was held via Zoom on Tuesday, May 16, 2023. The meeting was called to order by Vice President Stottrup at 6:37 p.m.

PLEDGE OF ALLEGIANCE BY Director Mesiroff

ATTENDANCE

Kevin Stottrup	Vice President
Ron Mesiroff	Director
George Mortan	Director

ABSENT

Mike Miller	President
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OTHERS PRESENT

George Nunez Jr.	Fire Chief (via zoom)
Nick Ciardella	Assistant Fire Chief
David Rowe	Battalion Chief
Hector Ramirez	Fire Captain
Theresa Volland	Secretary to the Board (via zoom)
Holly Ortiz	CALFIRE employee

PUBLIC COMMENTS

DIRECTORS COMMENT PERIOD

Director Mortan discussed the topic of tax increase for property owners, would like to add to agenda for next meeting.

Director Mesiroff discussed if red painted lines were painted at a local restaurant for a no parking area. Battalion Chief Rowe stated he contacted Monterey County Engineers and they painted the lines.

GENERAL BUSINESS

The Board received and considered Resolution No. 2023-08 proclaiming a local emergency ratifying the state of emergency proclaimed on March 4, 2020 and authorizing remote teleconference meetings of all district's legislative bodies for the following 30 days in accord with the Ralph M. Brown act.

MOTION 05-2023-19

M/S/C (Mortan/Mesiroff 3 ayes/ 1 absent) to approve Resolution No. 2023-08 proclaiming a local emergency ratifying the state of emergency proclaimed on March 4, 2020 and authorizing remote teleconference meetings of all district's legislative bodies for the following 30 days in accord with the Ralph M. Brown act.

The Board received and considered the minutes of the March 21, 2023 regular meeting.

MOTION 05-2023-20

M/S/C (Mortan/Stottrup 3 ayes/ 1 absent) to approve the minutes of the March 21, 2023 as typed.

The Board received and considered checks numbered 5290-5299 for \$448,801.84 for April 2023.

MOTION 05-2023-21

M/S/C (Mesiroff/ Stottrup 3 ayes/ 1 absent) to approve checks numbered 5290-5299 for \$448,801.84 for April 2023.

The Board received and considered checks numbered 5300-5316 for \$66,037.13 for May 2023.

MOTION 05-2023-22

M/S/C (Mesiroff/Stottrup 3 ayes/ 1 absent) to approve checks numbered 5300-5316 for \$66,037.13 for May 2023.

PUBLIC HEARING

The public hearing opened at 7:05 pm and closed at 7:15 pm. The board received and considered Resolution No. 2023-09 adopting a Preliminary budget of \$2,470,200.00 for fiscal year 2023-24.

MOTION 05-2023-23

M/S/C (Mortan/Mesiroff 3 ayes/ 1 absent) approving Resolution No. 2023-09 adopting a Preliminary budget of \$2,470,200.00 for fiscal year 2023-24.

The Board received and considered a staff report considering CSG Consultants rate increase.

MOTION 05-2023-24

M/S/C (Mesiroff/Mortan 3 ayes/ 1 absent) approving CSG Consultants rate increase.

The Board received and considered Resolution No. 2023-07 appointing Holly Ortiz as Board Secretary.

MOTION 05-2023-25

M/S/C (Mesiroff/Mortan 3 ayes/ 1 absent) approving Resolution No. 2023-07 appointing Holly Ortiz as Board Secretary.

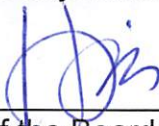
The Board received the budget status reports for April and May 2023.

ADJOURNMENT

MOTION 05-2023-26

M/S/C (Mesiroff/Mortan 3 ayes/ 1 absent) to adjourn the meeting of the Aromas Tri-County Fire Protection District at 7:21 p.m. to a regular meeting on Tuesday, July 18, 2023 at 6:30 p.m.

Meeting was adjourned at 7:21 pm



Secretary of the Board

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
MINUTES OF THE REGULAR MEETING OF
Tuesday, July 18, 2023**

CALL TO ORDER

The regular meeting of the Board of Directors of the Aromas Tri-County Fire Protection District was held via Zoom conferencing on Tuesday, July 18, 2023. The meeting was called to order by President Miller at 6:42 p.m.

PLEDGE OF ALLEGIANCE BY Director Miller

ATTENDANCE

Mike Miller	President of the Board
George Mortan	Director
Ron Mesiroff	Director

ABSENT

Kevin Stottrup	Director
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OTHERS PRESENT

Adam Rowe	Battalion Chief
Chris Lynch	Fire Captain (left at 7:00pm)
Hector Ramirez	Fire Captain (left at 8:00pm)
Holly Ortiz	Secretary to the Board
Theresa Volland	CALFIRE employee (via telephone)
Cliff Sloma	resident
Cameron Weist	presenter for Weistlaw

PUBLIC COMMENTS

DIRECTORS COMMENT PERIOD

CONSENT CALENDAR

The Board received and considered Resolution No. 2023-10 proclaiming a local emergency ratifying the state of emergency proclaimed on March 4, 2020 and authorizing remote teleconference meetings of all district's legislative bodies for the following 30 days in accord with the Ralph M. Brown act.

MOTION 07-2023-27

M/S/C (Mortan/Mesiroff 3 ayes) to approve Resolution No. 2023-10 proclaiming a local emergency ratifying the state of emergency proclaimed on March 4, 2020 and authorizing remote teleconference meetings of all district's legislative bodies for the following 30 days in accord with the Ralph M. Brown act.

The Board tabled the approval of May 16, 2023 minutes until next meeting on September 19, 2023.

The Board received and reviewed checks numbered 5317-5328 in the amount of \$415,598.39 for June 2023.

MOTION 07-2023-28

M/S/C (Mortan/ Mesiroff 3 ayes) to approve checks numbered 5317-5328 in the amount of \$415,598.39 for June 2023.

The Board received and reviewed checks numbered 5329-5339 in the amount of \$26,158.44 for July 2023.

MOTION 07-2023-29

M/S/C (Mortan/ Mesiroff 3 ayes) to approve checks numbered 5329-5339 in the amount of \$26,158.44 for July 2023.

GENERAL BUSINESS

- The board received a verbal presentation from Cameron Weist regarding campaign funding for a Fire Suppression Benefit Assessment.
- There is a five-step process which includes:
 - **Resolution of Intention**-the adoption of the Fire Suppression Assessment resolution, services to be financed, sets the time and place for public hearing, and orders the preparation of the engineer's report.
 - **Engineer's Report**- After the Board adopts the resolution, the engineers report is a study of proposed enhanced services, estimate costs, boundaries, and number of benefited parcels.

- **Public Meeting-** After Board is satisfied with engineer's report, a public meeting is held. This is where the public can voice their concerns regarding nature, costs, and components of the assessment.
 - **Mailed Ballots-** Prop 218 ballots are mailed to each property owner. A notice is sent along with ballot to inform the resident of the public hearing where the assessment will be approved/rejected.
 - **Public Hearing-** At the public hearing, the ballots will be counted. If the majority vote is to approve assessment, then the district is formed.
-
- The Board received and considered Cliff Sloma as new board member.

MOTION 07-2023-30

M/S/C (Mortan/ Mesiroff 3 ayes) to approve Cliff Sloma as new board Member.

ADJOURNMENT

MOTION 07-2023-31

M/S/C (Mortan/ Mesiroff 3 ayes) to adjourn the meeting of the Aromas Tri-County Fire Protection District at 8:35 p.m. to a regular meeting on Tuesday, September 19, 2023 at 6:30 p.m.



Secretary of the Board

Aromas Tri-County Fire Protection District
MINUTES OF THE SPECIAL MEETING OF
Tuesday, August 8, 2023

CALL TO ORDER

The special meeting of the Board of Directors of the Aromas Tri-County Fire Protection District was held on Tuesday, August 8, 2023. The meeting was called to order by Director Miller at 6:30 p.m.

ATTENDANCE

Mike Miller	President of the Board Director
Kevin Stottrup	Vice President
George Mortan	Director (via zoom)
Ron Mesiroff	Director

ABSENT

OTHERS PRESENT

Nick Ciardella	Assistant Fire Chief
David A. Rowe	Battalion Chief
Cliff Sloma	Resident
Theresa Volland	CALFIRE employee (via zoom)
Holly Ortiz	Board Secretary

SPECIAL BUSINESS

The Board received and considered a staff report to consider payback options to Santa Cruz County.

- The Board discussed an over payment that was made to Aromas Fire Protection District revenue funds for fiscal year 2022-23.
- The county proposed two options for the district to either pay back \$51,906.61 or have Santa Cruz County withhold property taxes until the amount is paid back.

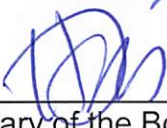
MOTION 08-2023-32

M/S/C (Mortan/ Stottrup 3 ayes 1 noes) to approve to pay back \$51,906.61 to Santa Cruz County.

The meeting adjourned at 8:01 p.m.

MOTION 08-2023-33

M/S/C (Mortan/ Mesiroff 4 ayes) to adjourn the meeting of the Aromas Tri-County Fire Protection District at 8:01 p.m. to a regular meeting on Tuesday, September 11, 2023 at 6:30 p.m.



Secretary of the Board

**Aromas Tri-County Fire Protection District
Check List 5340-5350**

August 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo/Description</u>	<u>Amount</u>
08/16/2023	5340	Alsco San Jose		-560.88
08/16/2023	5341	Analgesic Services		-45.00
08/16/2023	5342	AT&T	8317263130870, 8317263131130	-340.38
08/16/2023	5343	Burton's Fire Inc.		-2,894.75
08/16/2023	5344	CSG Consultants		-1,170.00
08/16/2023	5345	Dalmatian Fire & Safety	Accrout # ARO	-260.00
08/16/2023	5346	Recology San Benito County	Account # 409979	-600.89
08/16/2023	5347	South Monterey County FPD		-455.86
08/16/2023	5348	Streamline		-355.00

08/16/2023	5349 US Bank		-1,390.93
08/16/2023	5350 Verizon Wireless	Account # 469987820-00001	-228.06
		Total	-8,301.75

Aromas Tri-County Fire Protection District
Check List 5367-5375
September 2023

Date	Num	Name	Memo/Description	Amount
09/08/2023	5367	Analgesic Services		-588.50
09/08/2023	5368	AT&T	8317263130870, 8317263131130	-123.84
09/08/2023	5369	CSG Consultants		-3,900.00
09/08/2023	5370	Pebble Beach Community Services District		-5,191.48
09/08/2023	5371	Santa Cruz Auditor Controller		-51,906.61
09/08/2023	5372	Streamline		-355.00
09/08/2023	5373	US Bank		-721.79
09/08/2023	5374	Verizon Wireless	Account # 469987820-00001	-228.06
09/08/2023	5375	Recology San Benito County	Account # 409979	-615.48
			total	-63,630.76

Aromas Tri-County Fire Protection District

492 Carpenteria Road, Aromas, CA. 95004

Staff Report

September 11, 2023

To: Board of Directors
From: George Nunez Jr., Fire Chief
By: David Rowe, Battalion Chief
Subject: **Operations Report-Bi-Monthly Activity July 10, 2023- August 29, 2023**

Operations:

The district has no significant emergency responses to report on since the last board meeting.

Personnel:

No vacancies or employee absences to report.

All funded positions filled and staffed.

Engineer Onaka welcomed his first child baby Hadley on July 26th, 2023.

E-4677 is fully staffed and assigned to Station #35

Apparatus and Equipment:

All front-line apparatus and equipment are in service.

Brush 35 was rented by the State during the August heightened fire activity.

Facility:

Crack filing of the asphalt driveway and parking lot is underway, this is in preparation for a new topcoat to be applied soon

Training:

Interagency training organized by Chief Rowe took place August 15th at Driscoll's and was a huge success thanks to the efforts of the station crews.

Fire Protection & Planning

Pre-plan inspections and updates continue at Monterey Mushroom, Driscoll's, and Granit Rock.

Prevention Education

Aromas Day was a success with the CAL FIRE and Aromas Tri County crews making hundreds of positive public contacts.

School programs are being scheduled with Aromas school.

Fuel Reduction / Hazard Reduction

Battalion Chief Rowe has engaged in preliminary discussions with cooperating agencies and entities to discuss the removal of hazard trees (eucalyptus) along Hwy. 101 near Rocks Rd./Cannon Rd.

Aromas Chipper Program remains suspended.

Response Times Greater Than 14min.

Incident Number	Call Type	Response Time	Date	Location	Reason of Extended Response
BEU004275	Vehicle Accident	16	7/21/2023	Hwy. 129 and Hwy. 101	Traffic / Distance
BEU004340	Electrical Hazard	35.33	7/24/2023	Murphy Hill	Diverted from Another Call
BEU004390	Medical Aid	18.1	7/26/2023	Brown Rd.	Distance
BEU004961	Gas Leak	24.4	8/24/2023	Marilyn	Difficulty Locating Address
BEU005019	Electrical Hazard	17.38	8/27/2023	Twin Lakes Rd.	Unable to Locate (Clock Runs)



Response Activity Tally Report

Report Date 08/28/2023

Incident Number	Street Address	Date	Alarm Date Time	Arrival Date Time	Basic Incident Alarm To Arrival In Minutes
Agency Name: AROMAS TRI COUNTY FPD 27005					
Incident Type Code and Description: 132 - Road freight or transport vehicle fire					
23CABEU0004407	NB HWY 101 and SAN JUAN ON RAMP	07/27/2023	21:46:56	22:01:13	14.28
					Avg: 14.28
Incident Type Code and Description: 311 - Medical assist, assist EMS crew					
23CABEU0004754	HWY 156/SB HWY 101 and ROCKS ROAD	08/14/2023	06:44:30	06:54:47	10.28
23CABEU0004246	341 MAHER Road and Btwn: 16299 BLK LITTLE HILL LN and 1 BLK PADILLA P	07/19/2023	20:45:54	20:55:02	9.13
23CABEU0004275	HWY 129 and SB HWY 101	07/21/2023	06:15:16	06:31:16	16.00
23CABEU0004388	17250 TAMARA Lane and Btwn: 510 BLK MAHER RD and DEAD-END	07/26/2023	21:10:10	21:20:46	10.60
23CABEU0004390	213 BROWN Road and Btwn: 852 BLK MERRILL RD and 744 BLK CHATEAU DR	07/26/2023	23:43:40	00:01:46	18.10
					Avg: 12.82
Incident Type Code and Description: 320 - Emergency medical service, other					
23CABEU0004870	316 BARDUE Street and Btwn: 367 BLK BLOHM AV and 1 BLK ROSE AV	08/19/2023	17:27:33	17:30:48	3.25
					Avg: 3.25
Incident Type Code and Description: 321 - EMS call, excluding vehicle accident with injury					
23CABEU0004718	786 SEELY Avenue and Btwn: 500 BLK KNOLL LN and DEAD-END	08/12/2023	17:17:53	17:23:07	5.23
23CABEU0004795	3515 PLEASANT ACRE Lane and Btwn: DEAD-END and 2551 BLK SAN JUAN RD	08/16/2023	12:55:29	13:02:23	6.90
23CABEU0004881	601 CARPENTERIA Road and Btwn: 18600 BLK WILDA WY and 2673 BLK SAN JUAN RD	08/20/2023	07:43:09	07:49:15	6.10
23CABEU0004565	365 BLOHM Avenue and Btwn: 299 BLK MARCUS ST and 300 BLK BARDUE ST	08/05/2023	10:01:22	10:04:33	3.18
23CABEU0004591	NB HWY 101 and HWY 129	08/06/2023	13:11:55	13:23:00	11.08
23CABEU0005023	19346 OAK RIDGE Drive and Btwn: DEAD-END and 180 BLK DUNBARTON RD	08/28/2023	03:40:32	03:50:39	10.12
23CABEU0005025	670 COLE Road and Btwn: 344 BLK RICARDO DR and 800 BLK DOROTHY DR	08/28/2023	05:37:54	05:47:11	9.28
23CABEU0004411	3515 PLEASANT ACRE Lane and Btwn: DEAD-END and 2551 BLK SAN JUAN RD	07/28/2023	08:45:12	08:52:11	6.98
23CABEU0004429	575 SNYDER Avenue and Btwn: 517 BLK CARPENTERIA RD and 1 BLK DODGE LN	07/29/2023	10:46:52	10:54:28	7.60
23CABEU0004457	CANNON RD/SB HWY 101 and CANNON RD/SB HWY 101	07/31/2023	15:05:23	15:08:00	2.62
23CABEU0004464	SB HWY 101/HWY 129 and SB HWY 101/HWY 129	07/31/2023	17:49:01	18:02:00	12.98
23CABEU0004613	100 KAREN Court and Btwn: 100 BLK SEELY AV and DEAD-END	08/07/2023	11:46:34	11:49:07	2.55
23CABEU0004631	330 MERRILL Road and Btwn: 1 BLK EMERALD WY and 1 BLK ORCHARD HILL RD	08/08/2023	20:00:51	20:12:26	11.58
23CABEU0004655	1750 SAN JUAN Road and Btwn: MURPHY RD and 1599 BLK HIGHLINER DR	08/09/2023	22:59:51	23:08:18	8.45
23CABEU0004361	280 CARNEROS Road and Btwn: 3300 BLK CARNEROS CT and DEAD-END	07/25/2023	15:55:12	15:58:53	3.68
23CABEU0004335	1600 ROCKS Road and Btwn: 1 BLK LITTLE MERRILL RD and CANNON RD	07/24/2023	03:24:44	03:36:49	12.08
23CABEU0004055	2151 COLE Road and Btwn: 800 BLK DOROTHY DR and 3902 BLK ANZAR RD	07/10/2023	22:11:16	22:19:00	7.73
23CABEU0004049	240 SEELY Avenue and Btwn: 500 BLK KNOLL LN and DEAD-END	07/10/2023	18:01:19	18:03:52	2.55
23CABEU0004309	SB HWY 101 and SAN JUAN RD	07/22/2023	16:10:53	16:16:21	5.47
23CABEU0004307	1400 HWY 101 and Btwn: SAN JUAN ON RAMP and CANNON RD	07/22/2023	12:34:24	12:43:13	8.82
23CABEU0004231	RIVERSIDE RD and ROGGE LN	07/19/2023	09:40:10	09:47:32	7.37
23CABEU0004184	3585 VIOLA Drive and Btwn: DEAD-END and 371 BLK CARPENTERIA RD	07/17/2023	08:38:36	08:41:20	2.73

Incident Number	Street Address	Date	Alarm Date Time	Arrival Date Time	Basic Incident Alarm To Arrival In Minutes
23CABEU0004151	1400 HWY 101 and Btwn: SAN JUAN ON RAMP and CANNON RD	07/15/2023	12:01:45	12:09:04	7.32
23CABEU0004134	3570 PLEASANT ACRE Lane and Btwn: DEAD-END and 2551 BLK SAN JUAN RD	07/14/2023	13:26:14	13:32:02	5.80
23CABEU0004131	3570 PLEASANT ACRE Lane and Btwn: DEAD-END and 2551 BLK SAN JUAN RD	07/14/2023	12:12:04	12:20:27	8.38
23CABEU0004077	577 CARPENTERIA Road and Btwn: 1000 BLK DEER RUN DR and 1 BLK CARNEROS RD	07/12/2023	07:56:21	07:58:00	1.65
23CABEU0004047	272 MARSHALL Lane and Btwn: 272 BLK CARPENTERIA RD and DEAD-END	07/10/2023	16:51:45	16:55:41	3.93
23CABEU0004030	2594 SAN JUAN Road and Btwn: 3100 BLK SUMMERLAND RD and 710 BLK CARPENTER	07/10/2023	04:58:50	05:06:04	7.23
23CABEU0004209	1415 COLE Road and Btwn: 800 BLK DOROTHY DR and 3902 BLK ANZAR RD	07/18/2023	12:11:41	12:23:37	11.93
23CABEU0004075	965 CHITTENDEN Road and Btwn: 1996 BLK SEARLE RD and 2351 BLK RIVEROAKS RD	07/12/2023	06:11:01	06:23:48	12.78
23CABEU0004072	3570 PLEASANT ACRE Lane and Btwn: DEAD-END and 2551 BLK SAN JUAN RD	07/11/2023	22:22:32	22:30:57	8.42
23CABEU0004855	17170 TARPEY Road and Btwn: 3930 BLK GRANGER LN and 2265 BLK SAN JUAN RD	08/19/2023	00:11:36	00:20:45	9.15
23CABEU0004913	19324 OAK RIDGE Drive and Btwn: DEAD-END and 180 BLK DUNBARTON RD	08/21/2023	13:43:15	13:51:54	8.65
					Avg: 7.28
Incident Type Code and Description: 322 - Motor vehicle accident with injuries					
23CABEU0004228	SB HWY 101/SAN JUAN ON RAMP and Highway 101	07/19/2023	07:26:54	07:31:42	4.80
23CABEU0004329	SB HWY 101 and CANNON RD	07/23/2023	15:25:47	15:38:53	13.10
23CABEU0004341	1400 HWY 101 and Btwn: SAN JUAN ON RAMP and CANNON RD	07/24/2023	13:16:48	13:27:56	11.13
23CABEU0004656	HWY 156/ and NB HWY 101	08/10/2023	06:06:07	06:13:18	7.18
23CABEU0004595	ANZAR RD and FOREST RD	08/06/2023	15:54:30	16:01:48	7.30
23CABEU0004936	1853 RIVERSIDE Road and Btwn: 1 BLK MURPHY CROSSING RD and VANONI RD	08/23/2023	05:40:47	05:49:47	9.00
					Avg: 8.75
Incident Type Code and Description: 324 - Motor vehicle accident with no injuries.					
23CABEU0004796	SB HWY 101 and Dunbarton Road	08/16/2023	13:22:57	13:36:40	13.72
23CABEU0004721	MAHER RD and ROYAL OAK DR	08/12/2023	19:40:37	19:52:02	11.42
23CABEU0004160	SB HWY 101 and CANNON RD	07/15/2023	16:42:30	16:51:01	8.52
23CABEU0004157	NB HWY 101 and CANNON RD	07/15/2023	15:55:49	16:05:06	9.28
					Avg: 10.73
Incident Type Code and Description: 412 - Gas leak (natural gas or LPG)					
23CABEU0004961	1175 MARILYN Lane and Btwn: DEAD-END and HARRY ELLINGWOOD RD	08/24/2023	16:33:36	16:58:00	24.40
23CABEU0004421	3215 HILLMAN Lane and Btwn: 16351 BLK BONNEY RD and DEAD-END	07/28/2023	15:35:05	15:48:52	13.78
					Avg: 19.09
Incident Type Code and Description: 421 - Chemical hazard (no spill or leak)					
23CABEU0004438	1600 SAN JUAN Road and Btwn: 1 BLK SAN MIGUEL CANYON RD and MURPHY RD	07/29/2023	18:35:17	18:46:11	10.90
					Avg: 10.90
Incident Type Code and Description: 440 - Electrical wiring/equipment problem, other					
23CABEU0004985	388 BLOHM Avenue and Btwn: 300 BLK BARDUE ST and 302 BLK CARPENTERIA RD	08/26/2023	05:30:44	05:35:55	5.18
23CABEU0005019	16545 TWIN LAKES Drive and Btwn: 640 BLK SAN MIGUEL CANYON RD and DEAD-END	08/27/2023	19:54:33	20:11:56	17.38
					Avg: 11.28
Incident Type Code and Description: 444 - Power line down					
23CABEU0004502	2525 ANZAR Road and Btwn: 2039 BLK CANNON RD and 1 BLK FOREST RD	08/02/2023	09:40:41	09:53:13	12.53
					Avg: 12.53
Incident Type Code and Description: 445 - Arcing, shorted electrical equipment					
23CABEU0004340	18268 MURPHY HILL Road and Btwn: 1100 BLK FARASI LN and	07/24/2023	13:11:32	13:46:52	35.33

Incident Number	Street Address	Date	Alarm Date Time	Arrival Date Time	Basic Incident Alarm To Arrival In Minutes
DEAD-END					
23CABEU0004538	3860 BALLANTREE Lane and Btwn: HARRY ELLINGWOOD RD and 20100 BLK ROCK SPRI	08/03/2023	19:49:10	19:59:30	10.33
Avg: 22.83					
Incident Type Code and Description: 550 - Public service assistance, other (no fire)					
23CABEU0004375	2594 SAN JUAN Road and Btwn: 3100 BLK SUMMERLAND RD and 710 BLK CARPENTER	07/26/2023	12:43:33	12:48:21	4.80
23CABEU0004122	601 CARPENTERIA Road and Btwn: 18600 BLK WILDA WY and 2673 BLK SAN JUAN RD	07/14/2023	06:26:00	06:32:02	6.03
23CABEU0004734	601 CARPENTERIA Road and Btwn: 18600 BLK WILDA WY and 2673 BLK SAN JUAN RD	08/13/2023	10:55:50	11:00:22	4.53
Avg: 5.12					
Incident Type Code and Description: 611 - Dispatched and cancelled en route					
23CABEU0004879	777 MAHER Court and Btwn: 671 BLK MAHER RD and DEAD-END	08/20/2023	02:19:09		
23CABEU0004826	NB HWY 101 and HWY 129	08/17/2023	21:34:28		
23CABEU0004960	SAN JUAN RD and EL CERRITO WY	08/24/2023	16:28:30		
23CABEU0004837	SB HWY 101 and DUNBARTON RD	08/18/2023	11:16:35	11:26:44	10.15
23CABEU0004461	SB HWY 101/SAN JUAN RD and SB HWY 101/SAN JUAN RD	07/31/2023	17:02:00		
23CABEU0004071	600 CARR Avenue and Btwn: 1 BLK PERSEVERANCE LN and 1 BLK ARRIBA DR	07/11/2023	17:24:09	17:29:00	4.85
23CABEU0004273	SB HWY 101 and HWY 129	07/21/2023	04:30:10	04:42:23	12.22
Avg: 9.07					
Incident Type Code and Description: 622 - No incident found on arrival at dispatch address					
23CABEU0004545	708 CARPENTERIA Road and Btwn: 18600 BLK WILDA WY and 2673 BLK SAN JUAN RD	08/04/2023	10:02:36	10:05:29	2.88
23CABEU0004496	ANZAR RD/ and FOREST RD	08/02/2023	06:35:03	06:45:00	9.95
23CABEU0004420	AROMAS RD and BLOHM AV	07/28/2023	15:28:08	15:28:55	0.78
23CABEU0004543	1400 SB HWY 101/ and HWY 156	08/04/2023	07:52:07	08:03:37	11.50
Avg: 6.28					
Incident Type Code and Description: 631 - Authorized controlled burning					
23CABEU0004610	1885 SAN JUAN Road and Btwn: 1599 BLK HIGHLINER DR and 1 BLK AROMAS RD	08/07/2023	07:37:32	07:45:31	7.98
Avg: 7.98					
Incident Type Code and Description: 730 - System malfunction, other					
23CABEU0004639	339 RICARDO Drive and Btwn: 676 BLK DANTE ROBLES RD and 241 BLK COLE RD	08/09/2023	11:28:30	11:39:31	11.02
Avg: 11.02					
Incident Type Code and Description: 743 - Smoke detector activation, no fire - unintentional					
23CABEU0004050	16785 LITTLE HILL Lane and Btwn: 181 BLK MAHER RD and DEAD-END	07/10/2023	18:20:00	18:29:30	9.50
Avg: 9.50					
Incident Type Code and Description: 745 - Alarm system activation, no fire - unintentional					
23CABEU0004449	665 FARASI Lane and Btwn: 900 BLK TOLSON LN and 18203 BLK MURPHY HILL	07/30/2023	18:42:56	18:54:20	11.40
Avg: 11.40					
Avg: 9.09					
Avg: 9.09					

Report Filters

Date: is between '7/10/2023' and 'Today'
Agency Name: contains '27005'

Report Criteria

Basic Incident Status (Fd1): Is Not In Draft

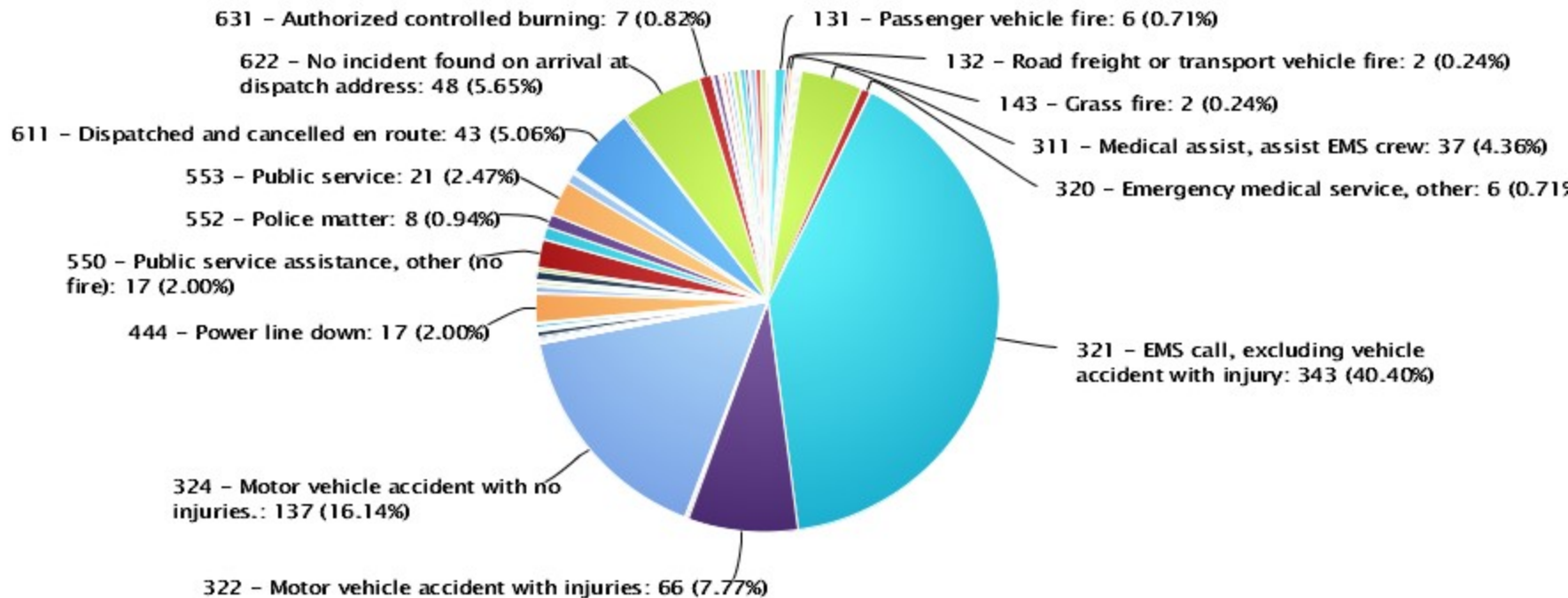


Response Activity Tally Report

Report Date 08/28/2023

Incident Type Code and Description	Incident Count
Unit: BEU	
Agency Name: AROMAS TRI COUNTY FPD 27005	
132 - Road freight or transport vehicle fire	1
311 - Medical assist, assist EMS crew	5
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	33
322 - Motor vehicle accident with injuries	6
324 - Motor vehicle accident with no injuries.	4
412 - Gas leak (natural gas or LPG)	2
421 - Chemical hazard (no spill or leak)	1
440 - Electrical wiring/equipment problem, other	2
444 - Power line down	1
445 - Arcing, shorted electrical equipment	2
550 - Public service assistance, other (no fire)	3
611 - Dispatched and cancelled en route	7
622 - No incident found on arrival at dispatch address	4
631 - Authorized controlled burning	1
730 - System malfunction, other	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	1
Total: 76	

CALFIRS Response Activity Chart



Aromas Tri-County Fire Protection District

2221 Garden Road, Monterey, CA 93940

STAFF REPORT

September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By Nick Ciardella, Assistant Chief

Subject: **Amended Auto Aid Agreement with Hollister City Fire**

Recommendation:

Authorize Fire Chief George Nunez Jr. to sign the attached amended auto aid agreement with Hollister City Fire.

Issue:

Aromas Tri County Fire Protection District (ATC) response plan Engine #35 will have to respond to complex emergencies without any assistance when CAL FIRE's Type III is not available for response.

Discussion:

For over a decade ATC has heavily relied on the additional 3-person fire engine response to emergencies within the district facilitated by CAL FIRE Engine 4677 being staffed year around at Station #35. In recent years fuels management projects conducted year around by CAL FIRE have required E4677 spend significantly less time staffed for response within Aromas Tri County's district.

The amended Automatic Aid Agreements will ensure that for any call type that requires two or more fire engines to respond, Hollister City Fire will respond in the San Benito County portions of the ATC and North County Fire Protection District will respond in the Monterey County portions of ATC.

If the agreement is adopted in return for the additional assistance, ATC will automatically respond further into the San Juan Bautista and Prunedale areas for structure and vegetation fires. The agreement will have limited to no fiscal impact to any of the districts as the provisions of the agreement are for the initial response only and do not include larger scale incidents coordinated through CAL OES.

**AGREEMENT FOR AUTOMATIC AID
AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
and
HOLLISTER FIRE DEPARTMENT**

THIS AGREEMENT, made and entered into on this day, by and between Aromas Tri County Fire Protection District (hereinafter referred to as “ATC”) and the Hollister Fire Department (hereinafter referred to as “HFD”), collectively, the Agencies or Parties.

WITNESSETH:

WHEREAS, ATC maintains and operates a Fire Protection Organization; and

WHEREAS, HFD operates a Fire Protection Organization covering the unincorporated and incorporated areas covering San Benito County.

WHEREAS, it is the desire of ATC and HFD hereto to render automatic aid to each other, utilizing the, “closest resources concept” for structure fires, wildland fires and motor vehicle emergencies; and

WHEREAS, Automatic Aid shall mean “responding to an emergency in an adjacent fire district as a matter of initial assignment and, without being requested by the responsible agency”.

WHEREAS, each party has the ability to provide the above desired automatic aid when not committed to another emergency.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

1. Areas of Response:

- a. Within the Response Areas designated below, upon report of a code 3 emergency requiring a response of a minimum of two engines, HFD will respond with one engine.
 - i. All locations within San Benito County, within ATC jurisdiction.
 - ii. Highway 129, within ATC jurisdiction, including all side streets.
- b. Within the Response Areas designated below, upon report of a structure fire within HFD jurisdiction, ATC will respond with one Type 1 engine.
 - i. Highway 101, between the ATC jurisdiction boundary and the San Benito - Santa Clara County Line, and all associated frontage roads.
 - ii. All addresses and locations between San Juan Highway, San Justo Rd., Prescott Rd., San Juan Bautista City limits, Salinas Rd., the Monterey - San Benito County line, and the ATC jurisdiction boundary.
 - iii. All addresses and locations within the San Juan Bautista City limits.
- c. Within the Response Areas designated below, upon report of a vegetation fire at all dispatch levels within HFD jurisdiction, ATC will respond with one Type 1 engine.

- i. Highway 101, between the ATC jurisdiction boundary and the San Benito - Santa Clara County Line, and all associated side roads.
 - ii. All addresses and locations between San Juan Highway, San Justo Rd., Prescott Rd., San Juan Bautista City limits, Salinas Rd., the Monterey - San Benito County line, and the ATC jurisdiction boundary.
 - iii. All addresses and locations within the San Juan Bautista City limits.
 - d. Within the Response Areas designated below, upon report of a motor vehicle accident within the HFD jurisdiction, ATC will respond with one Type 1 engine.
 - i. Highway 101, between the ATC jurisdiction boundary and the San Benito - Santa Clara County Line, and all associated side roads.
 - ii. All addresses and locations between San Juan Highway, San Justo Rd., Prescott Rd., San Juan Bautista City limits, Highway 156, the Monterey - San Benito County line, and the ATC jurisdiction boundary.
 - iii. All associated side roads of Highway 156 between the San Juan Bautista City limits and the ATC jurisdiction boundary, including, but not limited to, Rocks Rd. and the Rancho Larios Community.

2. Command Authority

- a. When operating at an incident, each Party will use the command and tactical frequencies assigned by the jurisdictional agency's Emergency Command Center or Emergency Dispatch Center.
 - b. The first arriving resource to incidents will assume command with the expectation to transition command to the first arriving Authority Having Jurisdiction (AHJ) resource. It may be mutually agreed by the AHJ resource and initial Incident Command ("IC") to keep command authority with the initial IC to continue flow of operations. The expectation is to eventually transition command authority to the AHJ Officer in charge.
 - c. In no case shall the AHJ resource be canceled without approval of that agency's officer in charge, however, resources can be reduced to "code 2" and continue to the scene.
 - d. Parties shall ensure all participating firefighters wear full protective clothing and equipment when exposed to hazardous elements on the scene of an emergency incident.
 - e. Responsible jurisdiction will utilize supporting agency resources to the extent required to bring emergency under control.
 - f. Parties shall train together at least twice annually on Standard Operation Procedures that apply to each agency. Standard Operation Procedures must be utilized on all incidents.
3. ATC and HFD shall hold each other harmless from liability for acts or omissions of the other, its officers, employees, or agents in connection with the performance of this Agreement.
4. Compensation.
 - a. All services provided by either HFD or ATC under this Agreement shall be performed

without additional monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to both jurisdictions.

- b. Each party shall provide Worker's Compensation for its own personnel while working under this agreement.
 - c. If aid is requested for more than 2 hours at motor vehicle accident incidents, 4 hours at structure fire incidents, and 12 hours at vegetation fire incidents, the AHJ may be billed at the rates established in the **California Fire Assistance Agreement**. Exceptions to cost reimbursements may be agreed upon between the Parties' Agency Representatives and ICs. Any requests for aid not covered in this Agreement shall be handled under the day-to-day Mutual Aid.
5. The responsible jurisdiction, when on the scene, shall be responsible for filing, and storing all required reports. If the responsible jurisdiction is not on the scene, the jurisdiction providing aid shall be responsible for filing, recording, and storing of all required reports to local or state agencies according to its standard procedure.
 6. This Agreement contains all of the terms and conditions agreed to between the parties. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.
 7. The Fire Chiefs of the parties to this Agreement shall have the authority to amend the identified response areas on the attached map, and execute any documents required to implement such amendments. Any such amendments shall be mutually agreed upon and require the written consent of the Fire Chiefs of the Parties.
 8. This Agreement shall commence upon execution of the Agreement by both Parties, and shall remain in effect until modified or terminated. Both ATC and HFD will review and determine if the general public benefits from such agreement annually. Either Party may terminate participation in this Agreement after providing a 30 day advance written notice.

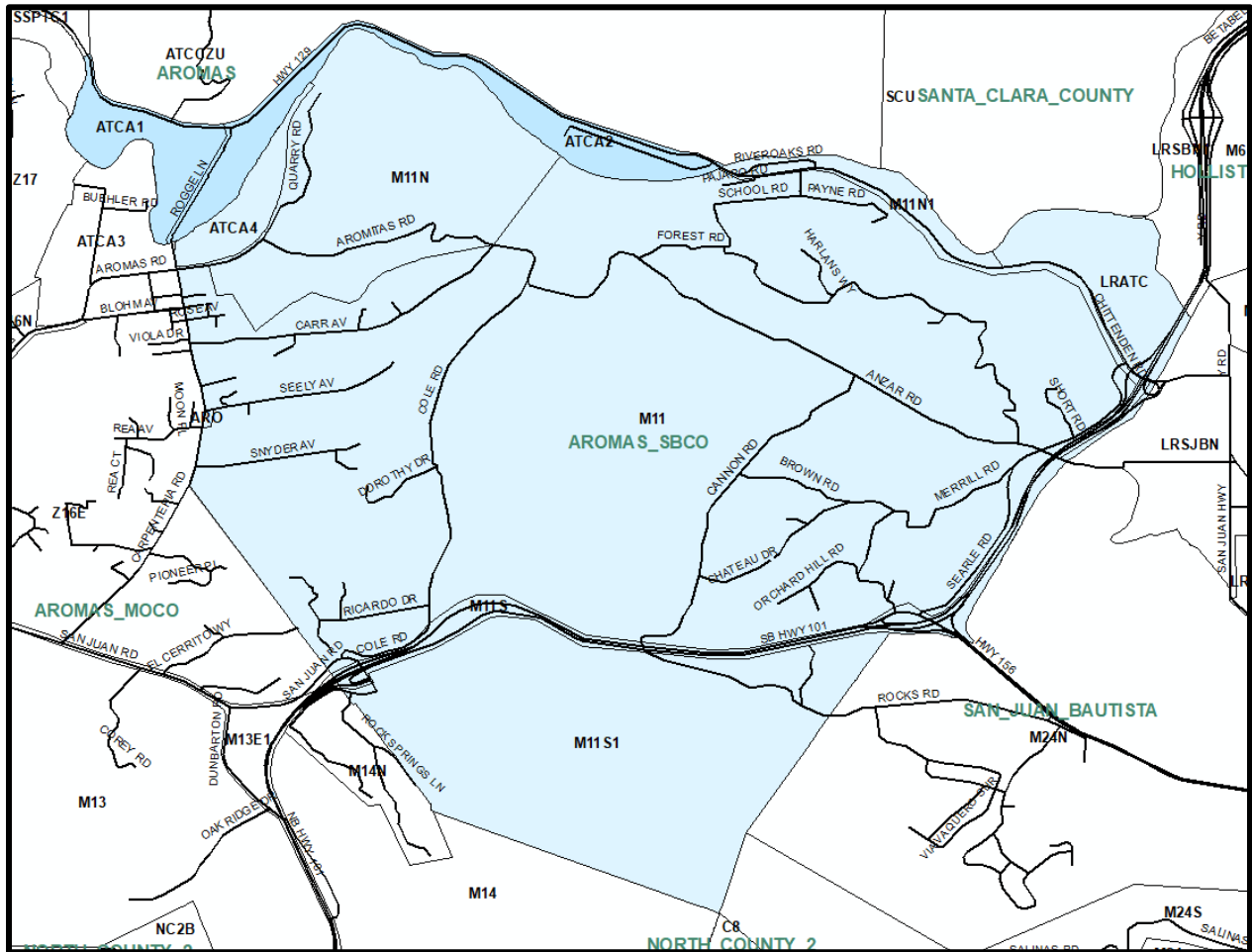
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as the day

_____ of _____, 2023.

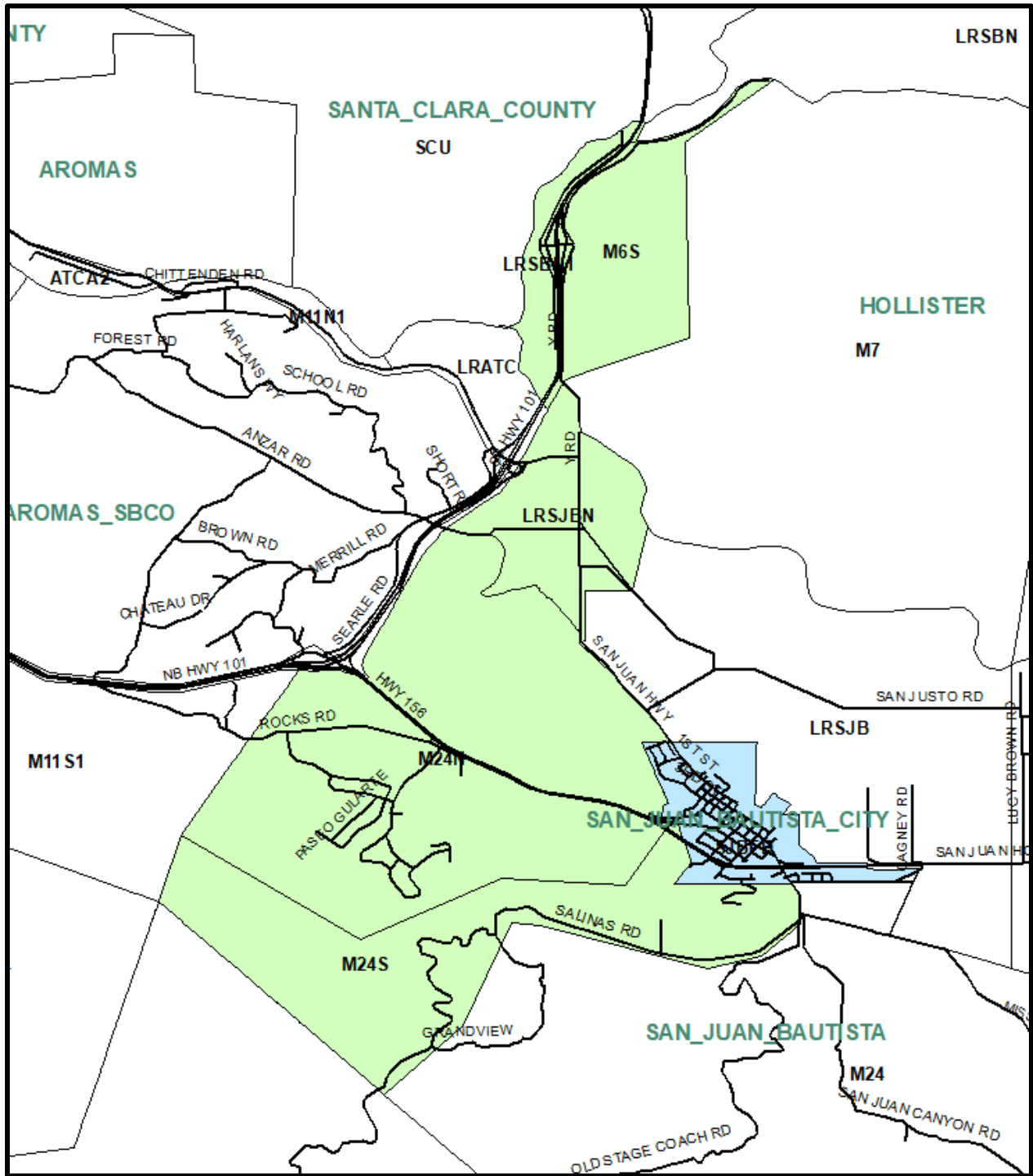
CALFIRE/Aromas Tri-Counties FPD
George Nunez, Unit Chief

Hollister Fire Department
Bob Martin Del Campo, Fire Chief

MAP ATTACHMENT
HFD RESPONSE TO ATC



MAP ATTACHMENT
ATC RESPONSE TO HFD



Aromas Tri-County Fire Protection District

2221 Garden Road, Monterey, CA 93940

STAFF REPORT

September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By Nick Ciardella, Assistant Chief

Subject: **Amended Auto Aid Agreement with North County Fire Protection District**

Recommendation:

Authorize Fire Chief George Nunez Jr. to sign the attached amended auto aid agreement with North County Fire Protection District.

Issue:

Aromas Tri County Fire Protection District (ATC) response plan Engine #35 will have to respond to complex emergencies without any assistance when CAL FIRE's Type III is not available for response.

Discussion:

For over a decade ATC has heavily relied on the additional 3-person fire engine response to emergencies within the district facilitated by CAL FIRE Engine 4677 being staffed year around at Station #35. In recent years fuels management projects conducted year around by CAL FIRE have required E4677 spend significantly less time staffed for response within Aromas Tri County's district.

The amended Automatic Aid Agreements will ensure that for any call type that requires two or more fire engines to respond, Hollister City Fire will respond in the San Benito County portions of the ATC and North County Fire Protection District will respond in the Monterey County portions of ATC.

If the agreement is adopted in return for the additional assistance, ATC will automatically respond further into the San Juan Bautista and Prunedale areas for structure and vegetation fires. The agreement will have limited to no fiscal impact to any of the districts as the provisions of the agreement are for the initial response only and do not include larger scale incidents coordinated through CAL OES.

**AGREEMENT FOR AUTOMATIC AID
AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
and
NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY**

THIS AGREEMENT, made and entered into on this day, by and between Aromas Tri-County Fire Protection District (hereinafter referred to as “ATC”) and the North County Fire Protection District of Monterey County (hereinafter referred to as “NCD”), collectively, the Agencies or Parties.

WITNESSETH:

WHEREAS, ATC maintains and operates a Fire Protection Organization; and

WHEREAS, NCD operates a Fire Protection Organization.

WHEREAS, it is the desire of ATC and NCD hereto to render automatic aid to each other, utilizing the, “closest resources concept” for structure fires, wildland fires and motor vehicle emergencies; and

WHEREAS, Automatic Aid shall mean “responding to an emergency in an adjacent fire district as a matter of initial assignment and, without being requested by the responsible agency”.

WHEREAS, each party has the ability to provide the above desired automatic aid when not committed to another emergency.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

1. Areas of Response:

- a. Within Monterey County, within all Response Areas of ATC jurisdiction, upon report of a code 3 emergency requiring a response of a minimum of two engines, NCD will respond with one engine.
- b. Within the Response Areas designated below, upon report of a structure fire within NCD jurisdiction, ATC will respond with one Type 1 engine.
 - i. South of the northern boundary of NCD jurisdiction; and
 - ii. West of the eastern boundary of NCD jurisdiction; and
 - iii. North of the southern boundary of NCD jurisdiction; and
 - iv. East of Elkhorn Rd., San Miguel Canyon Rd., Highway 101, Cross Rd., Pesante Rd., Crazy Horse Canyon Rd., Old Stage Rd., and all associated side roads within NCD jurisdiction.
- c. Within the Response Areas designated below, upon report of a motor vehicle accident within the NCD jurisdiction, ATC will respond with one Type 1 engine.
 - i. San Miguel Canyon Rd., between Vega Rd. and Hall Rd.
 - ii. San Juan Rd., between Allison Ln. and the ATC jurisdiction boundary.
 - iii. Highway 101, between San Miguel Canyon Rd. and the ATC jurisdiction boundary.

- iv. Crazy Horse Canyon Rd., Mallory Canyon Rd., San Juan Grade Rd., Old Stage Rd., and all associated side roads and trails within NCD jurisdiction.

2. Command Authority

- a. When operating at an incident, each Party will use the command and tactical frequencies assigned by the jurisdictional agency's Emergency Command Center or Emergency Dispatch Center.
 - b. The first arriving resource to incidents will assume command with the expectation to transition command to the first arriving Authority Having Jurisdiction (AHJ) resource. It may be mutually agreed by the AHJ resource and initial Incident Command ("IC") to keep command authority with the initial IC to continue flow of operations. The expectation is to eventually transition command authority to the AHJ Officer in charge.
 - c. In no case shall the AHJ resource be canceled without approval of that agency's officer in charge, however, resources can be reduced to "code 2" and continue to the scene.
 - d. Parties shall ensure all participating firefighters wear full protective clothing and equipment when exposed to hazardous elements on the scene of an emergency incident.
 - e. Responsible jurisdiction will utilize supporting agency resources to the extent required to bring emergency under control.
 - f. Parties shall train together at least twice annually on Standard Operation Procedures that apply to each agency. Standard Operation Procedures must be utilized on all incidents.
3. ATC and NCD shall hold each other harmless from liability for acts or omissions of the other, its officers, employees, or agents in connection with the performance of this Agreement.
- ## 4. Compensation.
- a. All services provided by either NCD or ATC under this Agreement shall be performed without additional monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to both jurisdictions.
 - b. Each party shall provide Worker's Compensation for its own personnel while working under this agreement.
 - c. If aid is requested for more than 2 hours at motor vehicle accident incidents, 4 hours at structure fire incidents, and 12 hours at vegetation fire incidents, the AHJ may be billed at the rates established in the **California Fire Assistance Agreement**. Exceptions to cost reimbursements may be agreed upon between the Parties' Agency Representatives and ICs. Any requests for aid not covered in this Agreement shall be handled under the day-to-day Mutual Aid.
5. The responsible jurisdiction, when on the scene, shall be responsible for filing, and storing all required reports. If the responsible jurisdiction is not on the scene, the jurisdiction providing aid

shall be responsible for filing, recording, and storing of all required reports to local or state agencies according to its standard procedure.

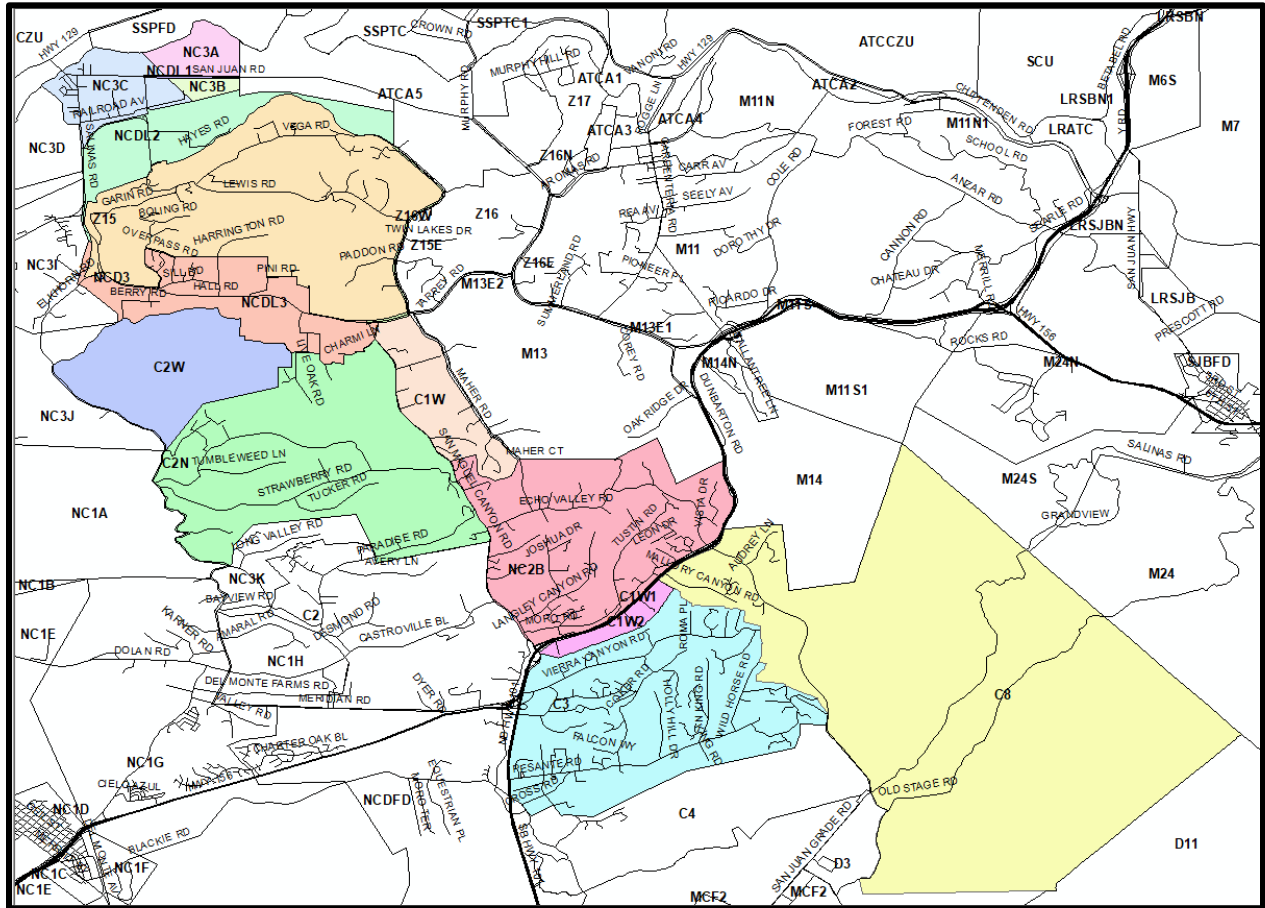
6. This Agreement contains all of the terms and conditions agreed to between the parties. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.
7. The Fire Chiefs of the parties to this Agreement shall have the authority to amend the identified response areas on the attached map, and execute any documents required to implement such amendments. Any such amendments shall be mutually agreed upon and require the written consent of the Fire Chiefs of the Parties.
8. This Agreement shall commence upon execution of the Agreement by both Parties, and shall remain in effect until modified or terminated. Both ATC and NCD will review and determine if the general public benefits from such agreement annually. Either Party may terminate participation in this Agreement after providing a 30 day advance written notice.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as the day _____ of _____, 2023.

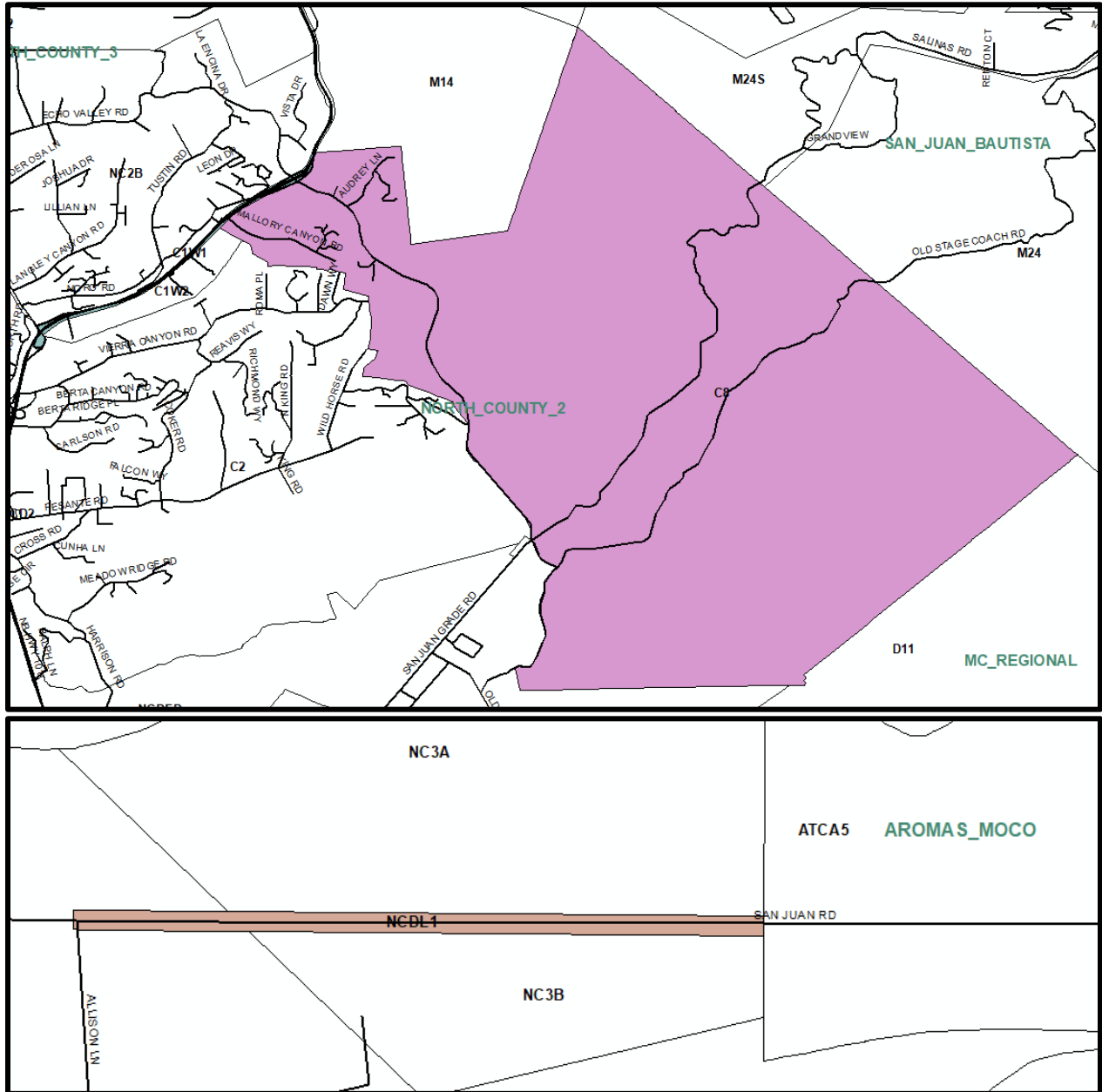
CALFIRE/Aromas Tri-Counties FPD
George Nunez, Unit Chief

North County FPD
Joel Mendoza, Fire Chief

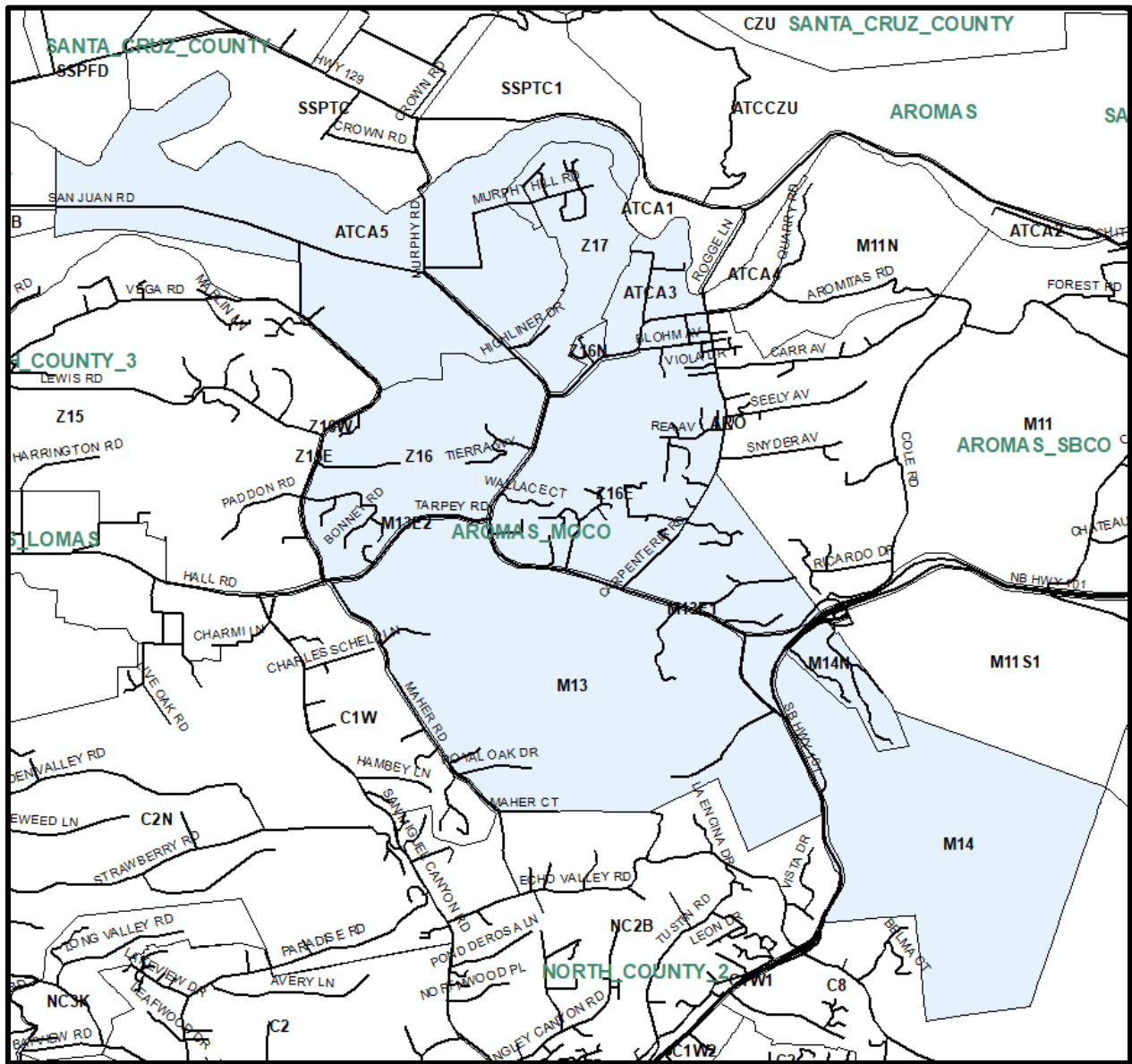
MAP ATTACHMENT
ATC RESPONSE TO NCD
STRUCTURE FIRES



MAP ATTACHMENT
ATC RESPONSE TO NCD
MOTOR VEHICLE ACCIDENTS



MAP ATTACHMENT
NCD RESPONSE TO ATC



Aromas Tri County Fire Protection District

2221 Garden Road, Monterey, CA 93940

STAFF REPORT

September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By: Nick Ciardella, Assistant Chief

Subject: **Updating Key Executives**

RECOMMENDATION:

Authorize the following board members to be added/deleted as Key Executives for Well Fargo Bank.

Added:

Michael E. Miller, Board President
Kevin L. Stottrup, Board Vice-President
Holly Ortiz, Board Secretary

Delete:

Kenneth Mahler
James J. Miller
Theresa Hall Volland

ISSUE:

Wells Fargo Bank requires updating Key Executives when there are changes to the board members for the District. New Key Executives will need to meet with the Board Secretary at Wells Fargo to be added.

AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT

2221 Garden Road, Monterey, CA 93940

STAFF REPORT

September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By Nick Ciardella, Assistant Chief

Subject: **Volunteer Fire Capacity (VFC) Grant Award**

Recommendation:

Consider and approve Resolution 2023-12, authorizing payment of funds to the District for the VFA Grant Award.

Issue:

Funding of VFC Grant through the California Department of Forestry and Fire Protection, Agreement No # 7GF23001.

Discussion:

Each year the District applies for grant monies for safety equipment, radios, pagers etc. through the VFC, part of the Cooperative Fire Assistance Act, which is administered by the California Department of Forestry and Fire Protection in Sacramento.

The District was successful in obtaining a grant in the sum of \$11,129.73 in which we are responsible for \$5,564.86.

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT**

APPLICANT: Aromas Tri-County Fire Protection District

PROJECT TITLE: Volunteer Fire Capacity

GRANT AGREEMENT: 7GF23001

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2024.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ \$11,129.73 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant	
By	By
Signature of Authorized Representative	
Title	Title: David Scheurich Staff Chief, Cooperative Fire Programs
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354023DG2012166	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ \$11,129.73
GL UNIT 3540	BUD REF 001	CHAPTER 12
PROGRAM NUMBER 9999000FED	ENY 2023	ADJ. INCREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	ADJ. DECREASING ENCUMBRANCE \$ 0.00
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92750	UNENCUMBERED BALANCE \$ \$11,129.73

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer	Date
--	------

**VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Aromas Tri-County Fire Protection District hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2023 Volunteer Fire Capacity Grant #23-DG-11052012-166 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2023.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2023, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2023 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2023** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$11,129.73** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: **Aromas Tri-County Fire Protection District**

 2221 Garden Road

 Monterey, CA. 93940

Attention: Holly Ortiz

Telephone Number(s): 831-333-4645

E-mail holly.ortiz@fire.ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2024.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

BEFORE THE BOARD OF DIRECTORS OF THE
Aromas Tri-County Fire Protection District

COUNTY OF Monterey, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: 2023-12

Approving the Department of Forestry and Fire Protection Agreement # 7GF23001 for services from the date of last signatory on page 1 of the Agreement to June 30, 2024 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Aromas Tri-County Fire Protection District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of \$ 11,129.73.

BE IT FURTHER RESOLVED that _____ of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Aromas Tri-County Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Aromas Tri-County Fire Protection District, at a regular meeting thereof, held on the 11 day of September 2023, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I Holly Ortiz, Clerk of the Aromas Tri-County Fire Protection District, County of Monterey California do hereby certify that this is a true and correct copy of the original Resolution Number 2023-12.

WITNESS MY HAND OR THE SEAL OF THE Aromas Tri-County Fire Protection District, on this 11 day of September 2023.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency

Aromas Tri-County Fire Protection District

2221 Garden Road Monterey, CA. 93940

Staff Report

September 11, 2023

To: Board of Directors

From: George Nunez, Jr., Fire Chief
Nick Ciardella, Assistant Chief

Subject: **Contract Agreement for Fire Protection Services**

RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-13 Cooperative Fire Protection Agreement between Aromas Tri-County Fire Protection District and the California Department of Forestry and Fire Protection.” Staff additionally recommends the board authorize the Board President to sign said agreement.

ISSUE:

The Aromas Tri-County Fire Protection District has enjoyed a co-operative fire protection agreement with CAL FIRE since 1993. Through this agreement the district has continued to thrive with new equipment, facility improvements and additional staffing. Staff feels that the district board is pleased with the continuing operation.

The current three-year agreement for fire protection service with the California Department of Forestry and Fire Protection (CAL FIRE) expired on June 30, 2023. The proposed agreement, (attached) is very similar to the current agreement. The term of this agreement is July 1, 2023 through June 30, 2026.

The proposed agreement does not require a final budget attachment.

SCO ID:

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 4CA06333	AMENDMENT NUMBER
-------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Aromas Tri-County Fire Protection District		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT Forestry and Fire Protection	4. DIVISION, BUREAU, OR OTHER UNIT San Benito Monterey Unit (BEU)	5. AGENCY BILLING CODE 013028
6a. CONTRACT ANALYST NAME Lev Karshedt	6b. EMAIL lev.karshedt@fire.ca.gov	6c. PHONE NUMBER (916) 202-6403

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME: Aromas Tri-County Fire Protection District PRIOR AGREEMENT NUMBER: 4CA04836

8. BRIEF DESCRIPTION OF SERVICES
 Fire Protection Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 California Department of Forestry and Fire Protection (CAL FIRE) shall provide fire protection services to Public Resources Code Sections 4142 and/or 4144

The Local Government Wildland/Agreement falls under two exceptions listed in the DGS Administrative Order 06-06-1.
 "The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the State's best interest to process the contract or amendment."

"The Contract involves another governmental entity, and an Action or inaction of that other governmental entity delayed Timely processing of the contract of amendment by the State."

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> Reimbursement		23/24			\$2,223,021.00
<input type="checkbox"/> Reimbursement		24/25			\$2,378,632.00
<input type="checkbox"/> Reimbursement		25/26			\$2,545,137.00
<input type="checkbox"/>					
OBJECT CODE 4600-48700				AGREEMENT TOTAL	\$7,146,790.00

SCO ID:

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 4CA06333	AMENDMENT NUMBER
-------------------------------------	------------------

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
<i>I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>	TOTAL AMOUNT ENCUMBERED TO DATE
	ACCOUNTING OFFICER'S SIGNATURE
ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/23	6/30/26	\$7,146,790.00	Exempt
Amendment 1				
Amendment 2				
Amendment 3				
TOTAL			\$7,146,790.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Reimbursement

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Not Applicable. This is a reimbursement agreement with a local agency.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
----------------------	-------------------------------	-------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?	<input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses B. STD 204 Vendor Data Record	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
		23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____

SCO ID:

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 4CA06333	AMENDMENT NUMBER
-------------------------------------	------------------

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

This is a reimbursement agreement - 19130(b) does not apply.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 1/2023

AGREEMENT NUMBER	4CA06333
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Aromas Tri-County Fire Protection District

2. The term of this Agreement is: July 1, 2023 through June 30, 2026

3. The maximum amount of this Agreement is: \$ 7,146,790.00
Seven million, one hundred forty six thousand, seven hundred ninety dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	11	pages
Exhibit E – Description of Other Services	N/A	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



LOCAL AGENCY		California Department of General Services Use Only
LOCAL AGENCY'S NAME Aromas Tri-County Fire Protection District		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2221 Garden Rd., Monterey CA 93940		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Sully, Assistant Deputy Director, Cooperative Fire		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	George Nunez Jr	Local Agency:	Aromas Tri-County
Name:	San Benito Monterey Unit	Name:	
Phone:	831-333-4600	Phone:	831-333-4600
Fax:	831-333-4660	Fax:	831-333-4660

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	George Nunez Jr	Local Agency:	Aromas Tri-County FPD
Section/Unit:	San Benito Monterey Unit	Section/Unit:	
Attention:	Nick Ciardella	Attention:	Holly Ortiz
Address:	2221 Garden Rd. Monterey, CA 93940	Address:	2221 Garden Rd. Monterey, CA 93940
Phone:	831-333-4600	Phone:	831-333-4600
Fax:	831-333-4660	Fax:	831-333-4660

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.


LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.**

WC-3801	CERTIFICATE OF COVERAGE			06/29/2023	
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER			
		IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
		COVERAGE AFFORDED BY: A - See attached schedule of insurers			
Member: SANTA CRUZ COUNTY FIRE AGENCIES INSURANCE GROUP MEMBER AGENCIES (AS ENDORSED) ATTN: JESSICA BLUSHI P.O. BOX 4328 TORRANCE, CA 90510		COVERAGE AFFORDED BY: B			
		COVERAGE AFFORDED BY: C			
		COVERAGE AFFORDED BY: D			
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: \$5,000,000
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE ONLY.					
AROMAS / TRI-COUNTY FIRE PROTECTION DISTRICT IS A MEMBER OF SANTA CRUZ COUNTY FIRE AGENCIES INSURANCE GROUP MEMBER AGENCIES (AS ENDORSED)					
Certificate Holder AROMAS/ TRI-COUNTY FIRE PROTECTION DISTRICT 2221 GARDEN ROAD MONTEREY, CA 93940			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
AROMAS/ TRI-COUNTY FIRE PROTECTION DISTRICT 2221 GARDEN ROAD MONTEREY, CA 93940			AUTHORIZED REPRESENTATIVE 		
			Public Risk Innovation, Solutions, and Management		

Contractor Name: Aromas Tri-County Fire Protection District

Contract No: 4CA06333

Page No.: 19

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: Aromas Tri-County Fire Protection District

CONTRACT NUMBER: 4CA06333

Index: 4600

PCA: 48700

Fiscal Year: 2023/24 to 2025/26

This is Schedule A of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: BEU

Agreement Total	\$7,146,790
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Contract Name: Aransas Tri-County Fire Protection District

Contract No.: 4CA06333

Page No.:

Fiscal Year 23/24	
PS 1 Total	\$2,173,203
OE 1 Total	\$49,818
TOTAL	\$2,223,021

Fiscal Year 24/25 (+7%)	
PS 1 Total	\$2,325,327
OE 1 Total	\$53,305
TOTAL	\$2,378,632

Fiscal Year 25/26 (+7%)	
PS 1 Total	\$2,488,100
OE 1 Total	\$57,037
TOTAL	\$2,545,137

Fiscal Year: 2023	Unit: BEU	Sub Total	\$1,938,629	Contract Name:	Aromas Tri-County Fire Protection District
Index: 4600		Admin	\$234,574	Contract No.:	4CA06333
PCA: 48700		Total	\$2,173,203	Page No.:	1
PRC:					

Comments		Overtime Total:	\$226,363
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between <i>Aromas Tri-County Fire Protection District</i> and The California Department of Forestry and Fire Protection (CAL FIRE)		CAL FIRE Unit Chief	George Nunez Jr.
		CAL FIRE Region Chief	David Fulcher
		Staff Benefit Rate as of 7/1/23 for POF Classifications	93.93%
		Staff Benefit Rate as of 7/1/23 for SAF Classifications	67.28%
		Staff Benefit Rate as of 7/1/23 for MIS Classifications	82.09%

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.33	Battalion Chief (Nonsupervisory)	POF	2023-24	12	\$7,447	\$29,490	\$4,449	12	\$17,618	\$27,700	\$0	\$10,215	\$85,023	\$107,129
0.33	Longevity Pay Differential - 9%	POF	B31	12	\$0	\$2,654			\$0	\$2,493		\$0	\$5,147	
0.33	Education Incentive Pay Differential	POF		12	\$150	\$594			\$0	\$558		\$0	\$1,152	
0.33	Health Cash Payment	POF		12	\$260	\$1,030			\$0	\$967		\$0	\$1,997	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
0.33	Overtime	POF	\$55	750		\$13,613			\$0	\$197		\$0	\$13,810	
3.33	Fire Captain, Range A	POF	2023-24	12	\$6,416	\$256,383	\$3,845	12	\$153,646	\$240,821	\$0	\$89,084	\$739,935	\$910,585
3.33	Longevity Pay Differential - 5%	POF	3-FC	12	\$0	\$12,819			\$0	\$12,041		\$0	\$24,860	
3.33	Education Incentive Pay Differential	POF	.33 Trn FC	12	\$150	\$5,994			\$0	\$5,630		\$0	\$11,624	
3.33	Health Cash Payment	POF		12	\$260	\$10,390			\$0	\$9,759		\$0	\$20,149	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
3.33	Overtime	POF	\$45	750		\$112,388			\$0	\$1,630		\$0	\$114,017	
3	Fire Apparatus Engineer	POF	2023-24	12	\$5,718	\$205,848	\$3,435	12	\$123,660	\$193,353	\$0	\$71,698	\$594,559	\$726,464
3	Longevity Pay Differential - 3%	POF		12	\$0	\$6,175			\$0	\$5,801		\$0	\$11,976	
3	Education Incentive Pay Differential	POF		12	\$150	\$5,400			\$0	\$5,072		\$0	\$10,472	
3	Health Cash Payment	POF		12	\$260	\$9,360			\$0	\$8,792		\$0	\$18,152	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
3	Overtime	POF	\$40	750		\$90,000			\$0	\$1,305		\$0	\$91,305	
0.33	Heavy Equipment Mechanic, Range A	MIS	2023-24	12	\$6,035	\$23,899	\$0	0	\$0	\$19,618	\$0	\$0	\$43,517	\$54,403
0.33	Commercial Drivers License Pay Differential	MIS		12	\$302	\$1,196			\$0	\$982		\$0	\$2,178	
0.33	Fire Mission Pay Differential - HEM Range A	MIS		12	\$604	\$2,392			\$0	\$1,963		\$0	\$4,355	
0.33	Longevity Pay Differential - 5%	MIS	Geo Pay	12	\$0	\$1,195			\$0	\$981		\$0	\$2,176	
0.33	Commercial Drivers License Pay Differential	MIS		12	\$302	\$1,196			\$0	\$982		\$0	\$2,178	
	Overtime	MIS							\$0	\$0		\$0	\$0	
0.4	Communications Operator, Range B	SAF	2023-24	12	\$6,373	\$30,590	\$0	0	\$0	\$20,581	\$0	\$0	\$51,172	\$59,381
0.4	Night-Shift Pay Differential	SAF	.10 x 4	12	\$173	\$832			\$0	\$560		\$0	\$1,392	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
0.4	Overtime	SAF	\$50	300		\$6,720			\$0	\$97		\$0	\$6,817	
0.3	Staff Services Analyst	MIS	2023-24	12	\$5,744	\$20,678	\$0	0	\$0	\$16,975	\$0	\$0	\$37,653	\$39,358
0.3	Health Cash Payment	MIS	2-SSA	12	\$260	\$936			\$0	\$768		\$0	\$1,704	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS							\$0	\$0		\$0	\$0	
0.16	Senior Personnel Specialist	MIS		12	\$6,184	\$11,873	\$0	0	\$0	\$9,747	\$0	\$0	\$21,620	\$22,942
0.16	Health Cash Payment	MIS		12	\$260	\$999			\$0	\$410		\$0	\$909	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
0.16	Overtime	MIS	RR	1	\$2,400	\$384			\$0	\$29		\$0	\$413	

Fiscal Year: 2023		Unit: BEU		Sub Total		\$1,938,629		Contract Name:		Aromas Tri-County Fire Protection District				
Index: 4800				Admin		\$234,574		Contract No.:		4CA06333				
PCA 48700				Total		\$2,173,203		Page No.:		1				
PRC:				Overtime Total:		\$226,363								
Comments														
0.14	Staff Services Analyst	MIS	2023-24	12	\$5,744	\$9,650	\$0	0	\$0	\$7,922	\$0	\$0	\$17,572	\$18,367
0.14	Health Cash Payment	MIS		12	\$260	\$437	\$0		\$0	\$359	\$0	\$0	\$795	
		MIS			\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
		MIS			\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
		MIS			\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime	MIS			\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	

Contractor Name: Aromas Tri-County Fire Protection District

Contract No: 4CA06333

Page No.: 24

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:Aromas Tri-County Fire Protection District

This is Schedule B of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2023/24 to 2025/26

(See Attached)

EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

San Benito – Monterey Unit Personnel and Facilities

ADMINISTRATION

1 Chief/Unit Chief
1 Assistant Chief / Division Chief, Management Services
1 Assistant Chief / Division Chief, North Operations
1 Assistant Chief / Division Chief, South Operations
2 Forester I
1 Environmental Scientist
1 Battalion Chief / Emergency Command Center (ECC)
10 Battalion Chiefs
8 Office Support Personnel
2 Fire Captain Specialist / Fire Prevention
1 Fire Captain / Pre-Suppression
1 Forestry Equipment Manager
2 Forestry Logistics Officers

BUDGETED FIRE SEASON STATIONS AND CREWS

Carmel Hill Forest Fire Station
Tularcitos Forest Fire Station
King City Forest Fire Station
Gonzalez Forest Fire Station
Bradley Forest Fire Station
Lockwood Forest Fire Station
Parkfield Forest Fire Station
Aromas Tri-County Fire Protection District
Hollister Forest Fire Station
Antelope Forest Fire Station
Bear Valley Forest Fire Station
Beaver Dam Forest Fire Station

AIR ATTACK / HELITACK BASES

Hollister Air Attack Base
Hollister Helitack

CONSERVATION CAMP

Gabilan Conservation Camp

CAL FIRE/CMD CREWS

Pinnacles Crew

Contractor Name: Aromas Tri-County Fire Protection District

Contract No: 4CA06333

Page No.: 26

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:Aromas Tri-County Fire Protection District

This is Schedule C of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2023/24 to 2025/26

(See Attached)

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
PRELIMINARY BUDGET DETAIL-ALL ACCOUNTS
FISCAL YEAR 2023-24**

ACCT	DESCRIPTION	Approved Final Budget 2022-23	Proposed Prelim Budget 2023-24
5050	Safety Equipment	\$5,600	\$5,600
5060	Communications	\$15,200	\$15,750
5080	Emergency Food	\$400	\$400
5090	Household Expense	\$9,200	\$9,200
5100	Insurance - General	\$20,000	\$20,000
5110	Insurance -Workers Comp	\$5,000	\$5,000
5120	Equipment Maintenance	\$10,350	\$15,850
5130	Maintenance Bldg./Grounds	\$5,500	\$5,500
5140	Medical Supplies	\$5,000	\$5,000
5150	Memberships	\$300	\$300
5160	Miscellaneous- Petty Cash	\$300	\$300
5160a	Open House Expenses	\$2,000	\$2,000
5170	Office Expense	\$6,000	\$6,000
5180	Professional Services	\$26,900	\$29,500
5181	CAL FIRE Schedule "A" Contract	\$1,655,000	\$2,032,750
5190	Publications/Legal Notices	\$2,300	\$2,300
5220	Small Tools	\$2,250	\$2,250
5230	Election Expense	\$10,000	\$10,000
5231	Fire Hose/Nozzles	\$2,500	\$2,500
5231a	5231a Foam Class A	\$800	\$800
5231b	5231b SCBA	\$1,200	\$1,200
5232	Training	\$7,000	\$7,000
5233	Fire Prevention	\$500	\$500
5234	Contingency	\$5,000	\$5,000
5235	MOU Division Chief	\$1,000	\$1,000
5236	Website	\$4,000	\$4,000
5250	Travel Expense	\$1,000	\$1,000
5260	Utilities	\$7,000	\$7,000
5290	Long Term Debt	\$150,000	\$150,000
5340	Taxes/Assessments	\$30,000	\$30,000
5345	Prior Fiscal Year	\$10,000	\$10,000
5361	Capitalized Equipment	\$75,950	\$16,000
5362	Capitalized Improvements	\$63,500	\$66,500
	TOTAL	\$2,140,750	\$2,470,200

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
PRELIMINARY BUDGET DETAIL-ALL ACCOUNTS
FISCAL YEAR 2023-24**

Acct	Services /Supplies	Proposed Preliminary Budget 2023-24
5361	Capitalized Equipment	\$16,000
	Compressor 15year Maintenance	
	Extrication Tool for Engine 4677	\$15,000
	Office Chairs (4)	\$1,000
5362	Capital Improvements	\$66,500
	Station Maintenance	\$5,000
	Update HVAC	\$25,000
	Installation of Extractor	\$10,000
	PPE Dryer	\$10,000
	Conex Box	\$9,000
	Slurry Parking Lot	\$7,500

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:Aromas Tri-County Fire Protection District

This is Schedule D of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2023/24 to 2025/26

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
 - b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.
- Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.
- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate	2021	3-B-1	1628423 E-35
Flat Rate	2010	3-B-1	1310732 E135
Mileage Rate	2022	4WD-Pickup	1639259 U35
Mileage Rate	2011	4WD-Pickup	1346946 T4653
Mileage Rate	2022	4WD-Pickup	1639928 B31
Mileage Rate	2021	2WD-Utility	1489939 R4635

AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
2221 Garden Rd, Monterey, CA 93940

STAFF REPORT
September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By: Nick Ciardella Assistant Chief

Subject: **Final Budget – Fiscal Year 2023-24**

Recommendation:

Consider approval of Resolution No. 2023-14 adopting a final budget of \$2,873,050 for fiscal year 2023-24.

Issue:

Adopt a final budget for fiscal year 2023-24 prior to October 1, 2023.

Discussion:

Section 13895 of the California Health and Safety Code requires fire protection districts to adopt a final budget on or prior to October 1 of each year after making any changes to the preliminary budget.

At the May 16, 2023, regular meeting, the Board of Directors approved the preliminary budget of \$2,140,750 for fiscal year 2023-24. The proposed final budget for fiscal year 2023-24 has the following changes.

- Account 5090 – Added \$1500 for household expenses
- Account 5110 – Added \$2,000 for Insurance-General
- Account 5181- Added \$190,300 for CALFIRE Schedule “A” contract
- Account 5230 – Added \$150,000 for Special Benefit Campaign
- Account 5340- Added \$5,000 for Taxes/Assessments
- Account 5361- Added \$12,000 for Capitalized Equipment (Compressor 15-year maintenance)
- Account 5362- Added \$52,000 for Capitalized Improvements (one-time payment to Santa Cruz County)

Attached is a proposed budget of \$2,873,050 for fiscal year 2023-24.

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
FINAL BUDGET DETAIL-ALL ACCOUNTS
FISCAL YEAR 2023-24**

ACCT	DESCRIPTION	Approved Prelim Budget 2023-24	Proposed Final Budget 2023-24
5050	Safety Equipment	\$5,600	\$5,600
5060	Communications	\$15,750	\$15,750
5080	Emergency Food	\$400	\$400
5090	Household Expense	\$9,200	\$10,750
5100	Insurance - General	\$20,000	\$22,000
5110	Insurance -Workers Comp	\$5,000	\$5,000
5120	Equipment Maintenance	\$15,850	\$15,850
5130	Maintenance Bldg./Grounds	\$5,500	\$5,500
5140	Medical Supplies	\$5,000	\$5,000
5150	Memberships	\$300	\$300
5160	Miscellaneous- Petty Cash	\$300	\$300
5160a	Open House Expenses	\$2,000	\$2,000
5170	Office Expense	\$6,000	\$6,000
5180	Professional Services	\$29,500	\$29,500
5181	CAL FIRE Schedule "A" Contract	\$2,032,750	\$2,223,050
5190	Publications/Legal Notices	\$2,300	\$2,300
5220	Small Tools	\$2,250	\$2,250
5230	Election Expense	\$10,000	\$150,000
5231	Fire Hose/Nozzles	\$2,500	\$2,500
5231a	5231a Foam Class A	\$800	\$800
5231b	5231b SCBA	\$1,200	\$1,200
5232	Training	\$7,000	\$7,000
5233	Fire Prevention	\$500	\$500
5234	Contingency	\$5,000	\$5,000
5235	MOU Division Chief	\$1,000	\$1,000
5236	Website	\$4,000	\$4,000
5250	Travel Expense	\$1,000	\$1,000
5260	Utilities	\$7,000	\$7,000
5290	Long Term Debt	\$150,000	\$150,000
5340	Taxes/Assessments	\$30,000	\$35,000
5345	Prior Fiscal Year	\$10,000	\$10,000
5361	Capitalized Equipment	\$16,000	\$28,000
5362	Capitalized Improvements	\$66,500	\$118,500
	TOTAL	\$2,470,200	\$2,873,050

**AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
FINAL BUDGET DETAIL-ALL ACCOUNTS
FISCAL YEAR 2023-24**

**Proposed
Final
Budget
2023-24**

Acct	Services /Supplies	
5361	Capitalized Equipment	\$28,000
	Compressor 15year Maintenance	\$12,000
	Extrication Tool for Engine 4677	\$15,000
	Office Chairs (4)	\$1,000
5362	Capital Improvements	\$118,500
	Station Maintenance	\$5,000
	Update HVAC	\$25,000
	Installation of Extractor	\$10,000
	PPE Dryer	\$10,000
	Conex Box	\$9,000
	Slurry Parking Lot	\$7,500
	One-time payment to SC county	\$ 52,000.00
	VFC Grant	\$ 11,200.00

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
	Actual	Actual	Actual	Actual	Actual	Estimate	Estimate	Estimate	Estimate	Estimate
BEGINNING BALANCE: July 1	\$1,755,259	\$2,116,054	\$2,348,990	\$3,135,569	\$3,376,606	\$3,303,432	\$2,601,670	\$2,078,440	\$1,422,686	\$684,780
Percentage change from previous year	9.3%	2.7%	7%	6%		4.0%	4.0%	4.0%	2.0%	2.0%
Revenues:										
Property Taxes	\$1,468,410	\$1,507,348	\$1,623,998	\$1,728,510	\$1,901,824	\$1,867,288	\$1,941,979	\$2,019,658	\$2,060,052	\$2,101,253
Interest	\$44,726	\$52,027	\$28,880	\$15,578	\$46,794	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
Other Income	\$1,348	\$36,957	\$16,144	\$862	\$1,625	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Reimbursements	\$1,369	\$0	\$23,940	\$20,694	\$107	\$0	\$21,108	\$0	\$0	\$0
Fire Recovery	\$12,800	\$5,954	\$5,140	\$4,197	\$2,940	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Fire Inspections	\$840	\$810	\$6,090	\$7,450	\$5,632	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Fire Assignments	\$85,793	\$10,949	\$193,760	\$70,967	\$9,235	\$0	\$72,386	\$0	\$0	\$0
Sale of Capitalized Equipment	\$0	\$0	\$12,601	\$0	\$24,600	\$0	\$0	\$0	\$0	\$0
Fire Mitigation Fees	\$88,882	\$82	\$10,605	\$894	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Proposition 172 Allocation	\$74,517	\$78,808	\$78,808	\$82,681	\$88,672	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Monterey County Measure "A" Funds	\$3,979	\$4,375	\$4,631	\$4,525	\$4,318	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Journal Entry Adjustments	\$61,587									
Total Revenues:	\$1,844,251	\$1,697,309	\$2,004,597	\$1,936,357	\$2,085,746	\$2,031,288	\$2,199,473	\$2,183,658	\$2,224,052	\$2,265,253
Available Funds:	\$3,599,510	\$3,813,363	\$4,353,587	\$5,071,926	\$5,462,352	\$5,334,720	\$4,801,143	\$4,262,099	\$3,646,738	\$2,950,032
Expenditures:										
Operating Expenditures	\$93,232	\$89,801	\$97,510	\$261,465	\$308,584	\$363,500	\$363,500	\$363,500	\$363,500	\$363,500
Personnel Services (CDF Contract)	\$1,307,103	\$1,337,301	\$1,039,178	\$1,265,969	\$1,707,167	\$2,223,050	\$2,334,203	#####	#####	#####
Total Operating Expenditures:	\$1,400,334	\$1,427,102	\$1,136,688	\$1,527,434	\$2,015,751	\$2,586,550	\$2,697,703	\$2,814,413	\$2,936,958	\$3,065,631
Difference from Revenue	\$443,916	\$270,206	\$867,909	\$408,923	\$69,995	-\$555,262	-\$498,229	-\$630,754	-\$712,907	-\$800,379
Reserve Account Expenditures										
Capitalized Equipment	\$22,177	\$33,750	\$36,990	\$153,938	\$93,359	\$28,000	\$20,000	\$20,000	\$20,000	\$20,000
Capital Improvements	\$0	\$2,596	\$3,549	\$42,969	\$14,850	\$118,500	\$5,000	\$5,000	\$5,000	\$5,000
Capital Acquisition - Lands/Buildings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay	\$60,945									
Total Capital Expenditures	\$83,122	\$36,346	\$40,539	\$196,907	\$108,209	\$146,500	\$25,000	\$25,000	\$25,000	\$25,000
Total ALL Expenditures:	\$1,483,456	\$1,463,449	\$1,177,227	\$1,724,341	\$2,123,960	\$2,733,050	\$2,722,703	\$2,839,413	\$2,961,958	\$3,090,631
ENDING BALANCE: June 30	\$2,116,054	\$2,348,990	\$3,135,569	\$3,376,606	\$3,303,432	\$2,601,670	\$2,078,440	\$1,422,686	\$684,780	-\$140,599

***Before the Board of Directors, Aromas Tri-County Fire Protection District,
County of Monterey, State of California***

RESOLUTION NO. 2023-14)
A Resolution Adopting a Final)
Budget of \$2,873,050 for Fiscal)
Year 2023-24.)

**THE BOARD OF DIRECTORS FINDS, DETERMINES AND DECLARES AS
FOLLOWS:**

1. California Health and Safety Code Section 13895 requires Fire Protection Districts to adopt a final budget on or before October 1 of each year.
2. California Health and Safety Code Section 13893 requires Fire Protection Districts to publish a notice by June 30 of each year stating the place within the District where the Preliminary Budget is available for inspection and the time, date, and location of the public hearing for adoption of the Final Budget.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of Aromas Tri-County Fire Protection District hereby adopts a final budget of \$2,873,050 for the fiscal year beginning July 1, 2023 and ending June 30, 2024 according to the attached budget detail.
2. The Board of Directors of Aromas Tri-County Fire Protection District also approves a Cooperative Fire Protection Agreement with the California Department of Forestry and Fire Protection for fiscal year 2023-24.
3. The Board of Directors hereby directs the Board Secretary to forward a certified copy of the final budget to the Monterey County Auditor-Controller.

PASSED AND ADOPTED by the Board of Directors of Aromas Tri-County Fire Protection District, Monterey, San Benito and Santa Cruz Counties, California at a regular meeting held on September 11, 2023 upon motion of Director _____, seconded by Director _____, and carried by the following vote, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

President

Secretary

AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT

2221 Garden Rd, Monterey, CA 93940

STAFF REPORT

September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By: Nick Ciardella, Assistant Chief

Subject: **Reserve Funds Distribution – FY 2023-24**

Recommendation

Consider approval of resolution No. 2023-15 allocating \$3,303,432 in remaining district funds into established district reserve accounts for fiscal year 2023-24.

General Operating reserve:	\$645,832
Building Reserve:	\$1,276,700
Equipment Reserve:	<u>\$1,380,900</u>
Total:	\$3,303,432

Issue

Distribution of reserve funds for fiscal year 2023-24.

Discussion

The district ended fiscal year 2022-23 on June 30, 2023 with \$3,303,432 allocated to reserve funds as follows:

General Operating Reserve	\$ 440,832
Building Reserve	\$1,381,700*
Equipment Reserve	<u>\$1,480,900**</u>
Total:	\$3,303,432

The Board established dedicated district General Operating, Building and Equipment reserve accounts and established guidelines for annual allocation of district funds as follows:

General operating reserve:

Be maintained at a minimum of 25% of annual operating budget exclusive of capital improvements and capitalized equipment.

Building Reserve *:

As determined by the Board of Directors consistent with the district Capital Improvement Plan.
* Contribute \$10,000 per year for future projects.

Reserve District Funds
Page 2

Equipment Reserve **:

As determined by the Board of Directors consistent with the district Equipment Replacement Plan. ** Contribute \$50,000 and \$10,600 per year for apparatus replacement and PPE replacement.

AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT

FINANCIAL SUMMARY REPORT

	Fourth Quarter			DISTRICT TOTAL	Year-to-Date
	\$501,976 General Operations	\$1,381,700 Building Reserve	\$1,480,900 Equipment Reserve		
<i>Start Balance July</i>					
BEGINNING BALANCE: April 1	\$590,426	\$1,381,700	\$1,480,900	\$3,453,026	\$3,453,026
Revenues:					
4011 Property Taxes	\$751,263	\$0	\$0	\$751,263	\$1,901,824
4311 Interest	\$23,376	\$0	\$0	\$23,376	\$46,794
4960 Other Income	\$0	\$0	\$0	\$0	\$1,625
4961 Reimbursements	\$107	\$0	\$0	\$107	\$107
4962 Fire Recovery	\$1,292	\$0	\$0	\$1,292	\$2,940
4963 Fire Inspections	\$2,452	\$0	\$0	\$2,452	\$5,632
4964 Fire Assignment Reimbursement	\$0	\$0	\$0	\$0	\$9,235
4970 Sale of Capitalized Equipment	\$0	\$0	\$0	\$0	\$24,600
4120 Fire Mitigation/San Benito	\$0	\$0	\$0	\$0	\$0
4121 Fire Mitigation/Monterey	\$0	\$0	\$0	\$0	\$0
4122 Proposition 172 Funds	\$22,168	\$0	\$0	\$22,168	\$88,672
4123 Monterey County Measure "A" Funds	\$0	\$0	\$0	\$0	\$4,318
Transferred Between Accounts	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE 4th QUARTER:	\$800,657	\$0	\$0	\$800,657	\$2,085,746
Available Funds:	\$1,391,082	\$1,381,700	\$1,480,900	\$4,253,682	
Expenditures:					
5000 Operating Expenditures	\$33,933	\$0	\$0	\$33,933	\$286,795
5181 CAL FIRE Contract	\$850,032	\$0	\$0	\$850,032	\$1,707,167
Monterey Admin Fee	\$14,570	\$0	\$0	\$14,570	\$14,570
San Benito Admin Fee	\$7,219	\$0	\$0	\$7,219	\$7,219
5380 Capital Acquisition - Lands/Buildings	\$0	\$0	\$0	\$0	\$0
5361 Capitalized Equipment	\$41,145	\$0	\$0	\$41,145	\$93,359
5362 Capital Improvements	\$1,888	\$0	\$0	\$1,888	\$14,850
TOTAL EXPENDITURES :	\$948,788	\$0	\$0	\$948,788	\$2,123,960
ENDING BALANCE: June 30	\$440,832	\$1,381,700	\$1,480,900		\$3,303,432

**Before the Board of Directors, Aromas Tri-County Fire Protection District,
Counties of Monterey, San Benito and Santa Cruz, State of California**

RESOLUTION NO. 2023-15)
)
A Resolution Allocating District)
Reserve Funds for Fiscal Year)
2023-24.)

THE BOARD OF DIRECTORS FINDS, DETERMINES AND DECLARES AS FOLLOWS:

1. District Board Resolution No. 96-11 established dedicated General Operating, Building, and Equipment reserve funds, and established specific allocation criteria for each reserve fund.
2. Resolution No. 96-11 also requires the Board of Directors to annually allocate any remaining funds after the close of the fiscal year on June 30 into one or more of these reserve accounts according to the established criteria.
3. Aromas Tri-County Fire Protection District ended fiscal year 2022-23 on June 30, 2023 with \$3,303,432 in remaining funds.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of Aromas Tri-County Fire Protection District hereby allocates the \$3,303,432 in remaining funds from fiscal year 2022-23 as follows:

General Operating Reserve:	\$645,832
Building Reserve:	\$1,276,700 *
Equipment Reserve:	<u>\$1,380,900**</u>
Total:	\$3,303,432

2. The Secretary of the Board is hereby directed to mail a certified copy of this resolution to the Clerk of Monterey, San Benito and Santa Cruz Counties, Board of Supervisors

PASSED AND ADOPTED at a regular meeting on September 11, 2023 upon motion of Director _____ seconded by Director _____, and carried by the following vote, to wit:

AYES:

NOES:

ABSENT:

President of the Board

Secretary of the Board

Aromas Tri-County Fire Protection District

2221 Garden Road, Monterey, CA 93940

STAFF REPORT

September 11, 2023

To: Board of Directors

From: George Nunez Jr., Fire Chief
By: Nick Ciardella, Assistant Chief

Subject: **Appropriations Limit - Fiscal Year 2023-24**

Recommendation:

Consider approval of Resolution No. 2023-16 establishing an appropriations limit of \$1,976,101 for fiscal year 2023-24.

Issue:

Establish an annual appropriation limit as required by the California Constitution.

Discussion:

Article XIII-B of the California State Constitution requires state and local government agencies to establish an annual property tax appropriations limit, as defined by that Article, by September 30 of each year.

The appropriation limit is calculated based on the limit adopted in the prior fiscal year, modified to reflect changes in the cost-of-living and population. This year's calculation indicates the district will continue to be in full compliance with the law.

The remaining appropriation capacity is \$553,788 or about 28.02% below the appropriation limit.

Appropriations Limit explanation

Proposition 4, passed in 1979 (after prop 13), added Article XIIIIB to the State Constitution. This article establishes limits on the appropriation of proceeds of taxes. In June of 1990, the voters passed Proposition 111 which updated the State's appropriation limit to allow for new funding for priority state programs, while still providing an overall limit on state and local (districts included) spending.

State and local governmental entities have an annual "appropriations limit" and are not permitted to spend certain monies which are called "appropriations subject to limitation" (consisting of tax revenues and revenues derived from taxes (e.g. interest), basically). In general terms, the "appropriations limit" is based on certain 1978-79 tax revenues and has been adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities.

We calculate the appropriations limit each year. It all started with a base tax revenue amount from the 78-79 fiscal year. Each year, it has been adjusted based on cost of living and population factors.

Carmel Highlands began to exceed their appropriations limits in the 1994-5 era, (prior to CDF), and had to go to the voters to pass an ordinance allowing the district to spend more than the limits. (we can never take in more tax revenues, the override vote only allowed them to spend everything they collected, which was considered to be above their appropriations limit, according to the law). If the voters did not approve the override, the district would have had to return the excess to the county. (not the tax payers). The ordinance was good for a total of 5 years. Prior to the lapse of 5 years, the appropriations limits at Highlands started coming in line, and we have been OK since then.

It's now become an annual reporting requirement drill. If we ever get out of sync with our calculations, it could cause difficulties "down the road".

Aromas didn't calculate their appropriations limits correctly beginning in the early 90's, and it caused them to come close to having to go to the voters in 1998, but they pulled out of it, for whatever reason (Population factors, and cost of living changed for the better for the districts). We went back and made some recalculations at Aromas, and their appropriations limit is comfortable, now.

Aromas Tri County Fire Protection District
Appropriations Limit Calculation
Fiscal Year 2023-24

Appropriations subject to limit:

Fiscal Year 2022-23 total appropriations	\$2,085,746
Less:	
Nonproceeds of tax	(\$183,923)
Less:	
Appropriations to Qualified Capital Outlays	
Federal Madates (EDWC Overtime, PPE)	<u>(\$479,510)</u>
Total Appropriations Subject to Limit	<u><u>\$1,422,313</u></u>

Appropriation Limit:

Fiscal Year 2022-23 appropriation limit	\$1,901,982
A. Cost of Living Adjustment CPI*:	1.0444
B. Population Adjustment **:	0.9948
= Change Factor (A x B)	1.038969
Increase in appropriation limit	<u>\$74,119</u>
Fiscal Year 2023-24 appropriation limit	<u><u>\$1,976,101</u></u>
Remaining appropriation capacity	\$553,788
Available capacity as a percent of appropriation limit	<u><u>28.02%</u></u>

Notes:

* Based on % change in California per capita personal income

** Based on annual population change in Monterey County



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

May 2023

Gavin Newsom ■ Governor

1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ www.dof.ca.gov

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW

Director

By:

Erika Li

Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
 Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions ---		Total Population
		1-1-22	1-1-23	1-1-2023
Monterey				
Carmel-By-The-Sea	-0.49	3,048	3,033	3,033
Del Rey Oaks	-0.32	1,545	1,540	1,540
Gonzales	-0.61	8,351	8,300	8,300
Greenfield	1.14	19,693	19,917	19,917
King City	3.71	13,323	13,817	13,817
Marina	2.51	21,527	22,068	22,068
Monterey	-0.49	23,869	23,753	26,845
Pacific Grove	-0.16	14,765	14,741	14,741
Salinas	-0.17	159,745	159,475	159,475
Sand City	0.80	373	376	376
Seaside	0.11	27,647	27,678	29,790
Soledad	0.37	19,262	19,333	26,230
Unincorporated	-0.52	104,324	103,785	104,236
County Total	0.08	417,472	417,816	430,368

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Aromas Tri-County Fire Protection District
Budget Status Report
August 2023

Expenses

5060 Communications	1,024.30
5090 Household Expense	1,125.25
5120 Maint Equipment	3,480.75
5140 Medical Supplies	45.00
5180 Professional Service	1,340.00
5233 Fire Prevention	355.00
5260 Utilities	931.45

Total Expenses	<hr/> \$	8,301.75
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**Aromas Tri-County Fire Protection District
Budget Status Report**

September 2023

Expenses

5060 Communications	351.90
5080 Food	157.00
5090 Household Expense	285.65
5130 Maint Bldg/Grounds	23.86
5140 Medical Supplies	588.50
5180 Professional Service	6,408.67
5233 Fire Prevention	355.00
5260 Utilities	780.76
5361 Capitalized Equipment	2,772.81
5362 Capital Improvements	51,906.61
Unapplied Cash Bill Payment Expense	0.00
Total Expenses	<hr/> \$ 63,630.76

Aromas Tri-County FPD
Budget vs. Actuals: FY_2022_2023
July 2022 - June 2023

	Total			
	Actual	Budget	Remaining	% of Budget
Income				
4011 Property Tax	1,695,471.84	1,578,905.00	-116,566.84	107.38%
4013 Current Unsecured	73,300.53	72,700.00	-600.53	100.83%
4015 Current Supplemental	59,640.09	42,550.00	-17,090.09	140.16%
4021 Prior Secured	9,838.06	9,000.00	-838.06	109.31%
4023 Prior Secured Delinquent	7.24	10.00	2.76	72.40%
4033 Prior Unsecured Delinquent	429.33	225.00	-204.33	190.81%
4041 Prior Supplemental	1,016.75	2,700.00	1,683.25	37.66%
4120 Mitigation Fees/San Benito		2,500.00	2,500.00	0.00%
4121 Mitigation Fees/Monterey		2,500.00	2,500.00	0.00%
4122 Proposition 172 Funds	88,671.48	80,000.00	-8,671.48	110.84%
4123 CSA 74 Measure "A" Funds	4,318.37	4,000.00	-318.37	107.96%
4311 Interest	46,798.06	10,500.00	-36,298.06	445.70%
4421 HOPT	62,118.91	5,100.00	-57,018.91	1218.02%
4960 Other Income	1,624.94	1,000.00	-624.94	162.49%
4961 Reimbursements	106.65		-106.65	
4962 Fire Recovery	2,940.00	5,000.00	2,060.00	58.80%
4963 Fire Inspections	5,631.53	1,000.00	-4,631.53	563.15%
4964 Fire Assignment Reimbursement	9,235.44	50,000.00	40,764.56	18.47%
4970 Sale of Capitalized Equip	24,600.00		-24,600.00	
Total Income	\$ 2,085,749.22	\$ 1,867,690.00	-\$ 218,059.22	111.68%
Expenses				
5050 Clothing		5,600.00	5,600.00	0.00%
5060 Communications	11,225.95	15,200.00	3,974.05	73.85%
5080 Food	213.13	400.00	186.87	53.28%
5090 Household Expense	10,457.65	9,200.00	-1,257.65	113.67%
5100 Insurance- General	17,343.00	20,000.00	2,657.00	86.72%
5110 Insurance-Workers Comp	1,996.00	5,000.00	3,004.00	39.92%
5120 Maint Equipment	20,354.91	10,350.00	-10,004.91	196.67%
5130 Maint Bldg/Grounds	5,383.42	5,500.00	116.58	97.88%
5140 Medical Supplies	4,576.05	5,000.00	423.95	91.52%
5150 Memberships	252.00	300.00	48.00	84.00%
5160 Miscellaneous Expense	17.46	300.00	282.54	5.82%
5160a Open House	569.59	2,000.00	1,430.41	28.48%
5170 Office Expense	2,406.18	6,000.00	3,593.82	40.10%
5180 Professional Service	28,159.04	26,900.00	-1,259.04	104.68%
5181 CAL FIRE-Sch "A" Contract	1,682,722.61	1,655,000.00	-27,722.61	101.68%
5190 Publications/Legal Notices	1,505.82	2,300.00	794.18	65.47%
5220 Small Tools	1,498.40	2,250.00	751.60	66.60%
5230 Election Expense	475.00	10,000.00	9,525.00	4.75%

5231 Hoses/Nozzles	1,560.49	4,500.00	2,939.51	34.68%
5232 Training		7,000.00	7,000.00	0.00%
5233 Fire Prevention	478.41	500.00	21.59	95.68%
5234 Contingency	2,000.00	5,000.00	3,000.00	40.00%
5235 MOU -Division Chief		1,000.00	1,000.00	0.00%
5236 Website	3,600.00	4,000.00	400.00	90.00%
5250 Travel		1,000.00	1,000.00	0.00%
5260 Utilities	5,401.13	7,000.00	1,598.87	77.16%
5290 Long Term Debt Engine	146,418.45	150,000.00	3,581.55	97.61%
5340 Taxes	26,158.45	30,000.00	3,841.55	87.19%
5345 Prior Year Expenses		10,000.00	10,000.00	0.00%
5360 Capital Outlay	8,200.00		-8,200.00	
5361 Capitalized Equipment	62,505.92	75,950.00	13,444.08	82.30%
5362 Capital Improvements	98,156.67	63,500.00	-34,656.67	154.58%
Total Expenses	\$ 2,143,635.73	\$ 2,140,750.00	-\$ 2,885.73	100.13%

Aromas Tri-County FPD

Wells Fargo, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/07/2023

Reconciled by: THERESA VOLLAND

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	11,514.76
Interest earned	0.85
Checks and payments cleared (7)	-4,193.73
Deposits and other credits cleared (1)	26,158.44
Statement ending balance	33,480.32

Uncleared transactions as of 07/31/2023	-23,147.68
Register balance as of 07/31/2023	10,332.64

Details

Checks and payments cleared (7)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/20/2023	Bill Payment	5327	Verizon Wireless	-228.06
07/18/2023	Bill Payment	5337	Streamline	-355.00
07/18/2023	Bill Payment	5329	Alsco San Jose	-560.88
07/18/2023	Bill Payment	5331	CSG Consultants	-1,885.00
07/18/2023	Bill Payment	5338	US Bank	-515.70
07/18/2023	Bill Payment	5334	Recology San Benito County	-293.15
07/18/2023	Bill Payment	5333	Mr. Rooter Plumbing	-355.94

Total -4,193.73

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/26/2023	Deposit		Revenue Wells Fargo	26,158.44

Total 26,158.44

Additional Information

Uncleared checks and payments as of 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/15/2016	Check	4291	Mrs. Berlanga	-10.00
05/22/2018	Check	4534	New SV Media Inc.	-210.00
06/12/2018	Check	4552	New SV Media Inc.	-117.50
08/23/2018	Check	4575	New SV Media Inc.	-56.25
10/23/2018	Check	4611	Mrs. Taylor	-10.00
07/16/2019	Check	4720	AT&T	-197.44
12/18/2019	Bill Payment	4768	Miss. Rosa	-75.00
12/18/2019	Bill Payment	4776	Mrs. Taylor	-10.00
06/23/2020	Bill Payment	4851	Verizon Wireless	-153.12
11/16/2021	Bill Payment	5047	Miss. Rosa	-10.00
01/17/2023	Check	5258	Mr. Ulrich	-10.00
06/20/2023	Bill Payment	5325	The Pajaronian	-115.00
07/18/2023	Bill Payment	5335	Santa Cruz County Clerk	-75.00
07/18/2023	Bill Payment	5336	Santa Cruz County Fire Agen...	-1,000.00
07/18/2023	Bill Payment	5332	FAIRA	-20,668.00
07/18/2023	Bill Payment	5339	Verizon Wireless	-228.06
07/18/2023	Bill Payment	5330	AT&T	-221.71

Total -23,167.08

Uncleared deposits and other credits as of 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/08/2019	Journal	Void 1		10.00
06/30/2019	Journal	AJE 13		0.89
11/19/2019	Bill Payment	4762	U.S. Bank	0.00
12/18/2019	Bill Payment	4782	Reber Construction Co., Inc.	0.00
03/31/2020	Deposit			1.13
06/23/2020	Bill Payment		Recology San Benito County	0.00
06/23/2020	Bill Payment		Alsco San Jose	0.00
06/23/2020	Bill Payment		AT&T	0.00
06/23/2020	Bill Payment		Cypress Fire Protection District	0.00
06/23/2020	Bill Payment		Henry Schein, Inc.	0.00
06/23/2020	Bill Payment		Verizon Wireless	0.00
06/23/2020	Bill Payment		U.S. Bank	0.00
06/23/2020	Bill Payment		Mr. Rooter Plumbing	0.00
06/23/2020	Bill Payment		McGilloway, Ray, Brown & Ka...	0.00
11/16/2021	Bill Payment	5041	A-1 Overhead Door Co.	0.00
01/17/2023	Check	5245	US Bank	0.00
01/17/2023	Check	5238	Analgesic Services	0.00
01/17/2023	Check	5241	H and H Electric	0.00
06/30/2023	Deposit	INTEREST		7.38
Total				19.40

State/Local Government Checking

July 31, 2023 ■ Page 1 of 4



AROMAS TRI COUNTY FIRE PROTECTION
DISTRICT
2221 GARDEN RD
MONTEREY CA 93940-5317

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Write: Wells Fargo Bank, N.A. (114)
P.O. Box 6995
Portland, OR 97228-6995

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Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input checked="" type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Statement period activity summary

Beginning balance on 7/1	\$11,514.76
Deposits/Credits	26,159.29
Withdrawals/Debits	- 4,193.73
Ending balance on 7/31	\$33,480.32

Account number:

**AROMAS TRI COUNTY FIRE PROTECTION
DISTRICT**

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	\$0.85
Average collected balance	\$20,135.64
Annual percentage yield earned	0.05%
Interest earned this statement period	\$0.85
Interest paid this year	\$27.27



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/3	5327	Check		228.06	11,286.70
7/21		County of Monter Atcfd Fund 576 July 2023 Checks #5329-5339	26,158.44		37,445.14
7/26	5338	Check		515.70	36,929.44
7/28	5329	Check		560.88	
7/28	5331	Check		1,885.00	34,483.56
7/31	5337	Check		355.00	
7/31	5334	Check		293.15	
7/31	5333	Check		355.94	
7/31		Interest Payment	0.85		33,480.32
Ending balance on 7/31					33,480.32
Totals			\$26,159.29	\$4,193.73	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written(checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5327	7/3	228.06	5333 *	7/31	355.94	5337 *	7/31	355.00
5329 *	7/28	560.88	5334	7/31	293.15	5338	7/26	515.70
5331 *	7/28	1,885.00						

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 07/01/2023 - 07/31/2023	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$1,000.00	\$20,136.00 <input checked="" type="checkbox"/>
• Minimum daily balance	\$500.00	\$11,286.70 <input checked="" type="checkbox"/>

WG/WG

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	7	200	0	0.50	0.00
Total service charges					\$0.00



 **IMPORTANT ACCOUNT INFORMATION**

Effective July 25, 2023, the paragraph in the "Standard Overdraft Coverage" subsection of the "Available Balance, Posting Transactions, and Overdraft" section of the Deposit Account Agreement that reads:

"The decision to pay a transaction into overdraft is made at our sole discretion. Generally, we base this decision on criteria such as your account history, deposits you make, and the transaction amount. We reserve the right to not pay a transaction into overdraft."

is deleted and replaced with the following:

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection as described below), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts.

We base our decision to authorize or pay a transaction into overdraft on criteria that includes, but is not limited to, your account history, deposits you make, and transaction characteristics.

When you make or schedule payments to a merchant (including payments made through another service provider, such as a digital wallet or other payment platform), it is important for you to understand your rights and responsibilities under any applicable agreement you may have with the merchant or service provider - including the methods in which they process transactions and what occurs if the Bank declines your transaction or returns it unpaid. The Bank does not assess fees for declined or returned transactions, but the merchant or service provider may assess fees or other penalties. Even if a merchant or service provider has approved or processed your transaction, you should not assume that the transaction will be authorized or paid by us when we become aware of the transaction and you do not have sufficient available funds in your bank account.

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Aromas Tri-County FPD

Wells Fargo, Period Ending 05/31/2023

RECONCILIATION REPORT

Reconciled on: 06/28/2023

Reconciled by: THERESA VOLLAND

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	460,175.13
Interest earned.....	1.03
Checks and payments cleared (28).....	-514,848.97
Deposits and other credits cleared (1).....	66,037.13
Statement ending balance.....	<u>11,364.32</u>
Uncleared transactions as of 05/31/2023.....	-1,047.29
Register balance as of 05/31/2023.....	10,317.03
Cleared transactions after 05/31/2023.....	0.00
Uncleared transactions after 05/31/2023.....	0.00
Register balance as of 06/28/2023.....	10,317.03

Details

HSBC Bank *Mo*

Checks and payments cleared (28)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/17/2023	Check	5257	Mrs. Dow	-10.00
04/18/2023	Bill Payment	5290	Alsco San Jose	-681.30
04/18/2023	Bill Payment	5292	CSG Consultants	-1,210.00
04/18/2023	Bill Payment	5293	Department of Forestry & Fire...	-443,254.26
04/18/2023	Bill Payment	5299	Verizon Wireless	-228.06
04/18/2023	Bill Payment	5295	Recology San Benito County	-293.15
04/18/2023	Bill Payment	5296	Streamline	-300.00
04/18/2023	Bill Payment	5297	The Pajaronian	-200.00
04/18/2023	Bill Payment	5298	US Bank	-1,465.79
04/18/2023	Bill Payment	5291	AT&T	-342.48
04/18/2023	Bill Payment	5294	New SV Media Inc.	-826.80
05/16/2023	Bill Payment	5302	Alsco San Jose	-712.53
05/16/2023	Bill Payment	5301	Alert All	-478.41
05/16/2023	Bill Payment	5300	Air Exchange Inc.	-735.58
05/16/2023	Bill Payment	5303	Analgesic Services	-384.00
05/16/2023	Bill Payment	5316	Watsonville Pajaronian	-57.50
05/16/2023	Bill Payment	5304	AT&T	-220.48
05/16/2023	Bill Payment	5305	Container Stop, INC	-8,200.00
05/16/2023	Bill Payment	5306	CSG Consultants	-1,705.00
05/16/2023	Bill Payment	5307	Harshwal & Company LLP	-5,433.00
05/16/2023	Bill Payment	5308	Henry Schein, Inc.	-556.39
05/16/2023	Bill Payment	5309	L.N. Curtis & Sons	-2,386.22
05/16/2023	Bill Payment	5310	Palace Art & Office Supply	-1,263.32
05/16/2023	Bill Payment	5311	Recology San Benito County	-293.15
05/16/2023	Bill Payment	5312	Streamline	-300.00
05/16/2023	Bill Payment	5313	US Bank	-6,527.84
05/16/2023	Bill Payment	5314	Verizon Wireless	-228.06
05/16/2023	Bill Payment	5315	Vincent Communications	-36,555.65

Total -514,848.97

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/23/2023	Deposit		Revenue Wells Fargo	66,037.13

Total 66,037.13

Additional Information**Uncleared checks and payments as of 05/31/2023**

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/15/2016	Check	4291	Mrs. Berlanga	-10.00
05/22/2018	Check	4534	New SV Media Inc.	-210.00
06/12/2018	Check	4552	New SV Media Inc.	-117.50
08/23/2018	Check	4575	New SV Media Inc.	-56.25
10/23/2018	Check	4611	Mrs. Taylor	-10.00
07/16/2019	Check	4720	AT&T	-197.44
12/18/2019	Bill Payment	4776	Mrs. Taylor	-10.00
12/18/2019	Bill Payment	4768	Miss. Rosa	-75.00
06/23/2020	Bill Payment	4851	Verizon Wireless	-153.12
11/16/2021	Bill Payment	5047	Miss. Rosa	-10.00
01/17/2023	Check	5247	Mrs. Wooler	-125.00
01/17/2023	Check	5248	Mrs. Wilson	-75.00
01/17/2023	Check	5258	Mr. Ulrich	-10.00

Total **-1,059.31**

Uncleared deposits and other credits as of 05/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/08/2019	Journal	Void 1		10.00
06/30/2019	Journal	AJE 13		0.89
11/19/2019	Bill Payment	4762	U.S. Bank	0.00
12/18/2019	Bill Payment	4782	Reber Construction Co., Inc.	0.00
03/31/2020	Deposit			1.13
06/23/2020	Bill Payment		Mr. Rooter Plumbing	0.00
06/23/2020	Bill Payment		Recology San Benito County	0.00
06/23/2020	Bill Payment		U.S. Bank	0.00
06/23/2020	Bill Payment		Verizon Wireless	0.00
06/23/2020	Bill Payment		McGilloway, Ray, Brown & Ka...	0.00
06/23/2020	Bill Payment		Alsco San Jose	0.00
06/23/2020	Bill Payment		AT&T	0.00
06/23/2020	Bill Payment		Cypress Fire Protection District	0.00
06/23/2020	Bill Payment		Henry Schein, Inc.	0.00
11/16/2021	Bill Payment	5041	A-1 Overhead Door Co.	0.00
01/17/2023	Check	5241	H and H Electric	0.00
01/17/2023	Check	5245	US Bank	0.00
01/17/2023	Check	5238	Analgesic Services	0.00

Total **12.02**

Uncleared checks and payments after 05/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/20/2023	Bill Payment	5323	New SV Media Inc.	-252.00
06/20/2023	Bill Payment	5322	Monterey County Auditor-Cont...	-3,207.00
06/20/2023	Bill Payment	5321	L.N. Curtis & Sons	-2,181.46
06/20/2023	Bill Payment	5320	Department of Forestry & Fire...	-406,777.61
06/20/2023	Bill Payment	5319	CSG Consultants	-935.00
06/20/2023	Bill Payment	5318	AT&T	-361.75
06/20/2023	Bill Payment	5317	Alsco San Jose	-711.01
06/20/2023	Bill Payment	5324	Streamline	-300.00
06/20/2023	Bill Payment	5325	The Pajaronian	-115.00
06/20/2023	Bill Payment	5326	Tri-County Fire Protection	-472.00
06/20/2023	Bill Payment	5328	Watsonville Pajaronian	-57.50
06/20/2023	Bill Payment	5327	Verizon Wireless	-228.06

Total **-415,598.39**

Uncleared deposits and other credits after 05/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/22/2023	Deposit		Revenue Wells Fargo	415,598.39
Total				415,598.39

State/Local Government Checking

May 31, 2023 ■ Page 1 of 4



AROMAS TRI COUNTY FIRE PROTECTION
DISTRICT
2221 GARDEN RD
MONTEREY CA 93940-5317

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Online: wells Fargo.com/biz

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Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input checked="" type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Statement period activity summary

Beginning balance on 5/1	\$460,175.13
Deposits/Credits	66,038.16
Withdrawals/Debits	- 514,848.97
Ending balance on 5/31	\$11,364.32

Account number:

AROMAS TRI COUNTY FIRE PROTECTION
DISTRICT

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	\$1.03
Average collected balance	\$24,388.54
Annual percentage yield earned	0.05%
Interest earned this statement period	\$1.03
Interest paid this year	\$19.04



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/1	2005294	Check		826.80	
5/1	5293	Check		443,254.26	
5/1	5295	Check		293.15	
5/1	5296	Check		300.00	
5/1	5292	Check		1,210.00	14,290.92
5/3	5298	Check		1,465.79	12,825.13
5/4	5290	Check		681.30	
5/4	5299	Check		228.06	
5/4	5291	Check		342.48	
5/4	5297	Check		200.00	11,373.29
5/19		County of Monter Atcfd Fund 576 May 2023 Checks #5300-5316	66,037.13		77,410.42
5/22	5257	Deposited OR Cashed Check		10.00	
5/22	5311	Check		293.15	
5/22	5310	Check		1,263.32	
5/22	5316	Check		57.50	
5/22	5306	Check		1,705.00	74,081.45
5/23	5308	Check		556.39	
5/23	5312	Check		300.00	
5/23	5305	Check		8,200.00	
5/23	5307	Check		5,433.00	59,592.06
5/24	5309	Check		2,386.22	
5/24	5302	Check		712.53	
5/24	5300	Check		735.58	
5/24	5301	Check		478.41	55,279.32
5/25	5304	Check		220.48	
5/25	5303	Check		384.00	54,674.84
5/26	5315	Deposited OR Cashed Check		36,555.65	
5/26	5314	Check		228.06	
5/26	5313	Check		6,527.84	11,363.29
5/31		Interest Payment	1.03		11,364.32
Ending balance on 5/31					11,364.32
Totals			\$66,038.16	\$514,848.97	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks writer (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5257	5/22	10.00	5300	5/24	735.58	5309	5/24	2,386.22
5290 *	5/4	681.30	5301	5/24	478.41	5310	5/22	1,263.32
5291	5/4	342.48	5302	5/24	712.53	5311	5/22	293.15
5292	5/1	1,210.00	5303	5/25	384.00	5312	5/23	300.00
5293	5/1	443,254.26	5304	5/25	220.48	5313	5/26	6,527.84
5295 *	5/1	293.15	5305	5/23	8,200.00	5314	5/26	228.06
5296	5/1	300.00	5306	5/22	1,705.00	5315	5/26	36,555.65
5297	5/4	200.00	5307	5/23	5,433.00	5316	5/22	57.50
5298	5/3	1,465.79	5308	5/23	556.39	2005294 *	5/1	826.80
5299	5/4	228.06						

* Gap in check sequence.



Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 05/01/2023 - 05/31/2023	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee Have any ONE of the following account requirements	Minimum required	This fee period
• Average ledger balance	\$1,000.00	\$24,389.00 <input checked="" type="checkbox"/>
• Minimum daily balance	\$500.00	\$11,363.29 <input checked="" type="checkbox"/>
WG/WG		

Account transaction fees summary

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	28	200	0	0.50	0.00
Total service charges					\$0.00



IMPORTANT ACCOUNT INFORMATION

NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Other Wells Fargo Benefits

June 15th is World Elder Abuse Awareness Day, and now is a great time to learn about ways to help protect yourself and your loved ones from the rising risks of scams. Download a guide at www.wellsfargo.com/protectelders.

Aromas Tri-County FPD

Wells Fargo, Period Ending 06/30/2023

RECONCILIATION REPORT

Reconciled on: 07/10/2023

Reconciled by: THERESA VOLLAND

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	11,364.32
Interest earned	7.38
Checks and payments cleared (12)	-415,455.33
Deposits and other credits cleared (1)	415,598.39
Statement ending balance	11,514.76

Uncleared transactions as of 06/30/2023	-1,190.35
Register balance as of 06/30/2023	10,324.41

Details

Checks and payments cleared (12)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/17/2023	Check	5248	Mrs. Wilson	-75.00
01/17/2023	Check	5247	Mrs. Wooler	-125.00
06/20/2023	Bill Payment	5322	Monterey County Auditor-Cont...	-3,207.00
06/20/2023	Bill Payment	5317	Alsco San Jose	-711.01
06/20/2023	Bill Payment	5318	AT&T	-361.75
06/20/2023	Bill Payment	5328	Watsonville Pajaronian	-57.50
06/20/2023	Bill Payment	5326	Tri-County Fire Protection	-472.00
06/20/2023	Bill Payment	5324	Streamline	-300.00
06/20/2023	Bill Payment	5323	New SV Media Inc.	-252.00
06/20/2023	Bill Payment	5321	L.N. Curtis & Sons	-2,181.46
06/20/2023	Bill Payment	5320	Department of Forestry & Fire...	-406,777.61
06/20/2023	Bill Payment	5319	CSG Consultants	-935.00
Total				-415,455.33

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/22/2023	Deposit		Revenue Wells Fargo	415,598.39
Total				415,598.39

Additional Information

Uncleared checks and payments as of 06/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/15/2016	Check	4291	Mrs. Berlanga	-10.00
05/22/2018	Check	4534	New SV Media Inc.	-210.00
06/12/2018	Check	4552	New SV Media Inc.	-117.50
08/23/2018	Check	4575	New SV Media Inc.	-56.25
10/23/2018	Check	4611	Mrs. Taylor	-10.00
07/16/2019	Check	4720	AT&T	-197.44
12/18/2019	Bill Payment	4768	Miss. Rosa	-75.00
12/18/2019	Bill Payment	4776	Mrs. Taylor	-10.00
06/23/2020	Bill Payment	4851	Verizon Wireless	-153.12
11/16/2021	Bill Payment	5047	Miss. Rosa	-10.00
01/17/2023	Check	5258	Mr. Ulrich	-10.00
06/20/2023	Bill Payment	5325	The Pajaronian	-115.00
06/20/2023	Bill Payment	5327	Verizon Wireless	-228.06

Total

-1,202.37

Uncleared deposits and other credits as of 06/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/08/2019	Journal	Void 1		10.00
06/30/2019	Journal	AJE 13		0.89
11/19/2019	Bill Payment	4762	U.S. Bank	0.00
12/18/2019	Bill Payment	4782	Reber Construction Co., Inc.	0.00
03/31/2020	Deposit			1.13
06/23/2020	Bill Payment		Recology San Benito County	0.00
06/23/2020	Bill Payment		Verizon Wireless	0.00
06/23/2020	Bill Payment		Cypress Fire Protection District	0.00
06/23/2020	Bill Payment		AlSCO San Jose	0.00
06/23/2020	Bill Payment		AT&T	0.00
06/23/2020	Bill Payment		U.S. Bank	0.00
06/23/2020	Bill Payment		Henry Schein, Inc.	0.00
06/23/2020	Bill Payment		McGilloway, Ray, Brown & Ka...	0.00
06/23/2020	Bill Payment		Mr. Rooter Plumbing	0.00
11/16/2021	Bill Payment	5041	A-1 Overhead Door Co.	0.00
01/17/2023	Check	5238	Analgesic Services	0.00
01/17/2023	Check	5241	H and H Electric	0.00
01/17/2023	Check	5245	US Bank	0.00
Total				12.02

State/Local Government Checking

June 30, 2023 ■ Page 1 of 5



AROMAS TRI COUNTY FIRE PROTECTION
DISTRICT
2221 GARDEN RD
MONTEREY CA 93940-5317

Questions?

Available by phone Mon-Sat 7:00am-11:00pm Eastern Time, Sun 9:00am-10:00pm Eastern Time:

We accept all relay calls, including 711

1-800-CALL-WELLS (1-800-225-5935)

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (114)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargo.com/digitalbusinessresources to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input checked="" type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Statement period activity summary

Beginning balance on 6/1	\$11,364.32
Deposits/Credits	415,605.77
Withdrawals/Debits	- 415,455.33
Ending balance on 6/30	\$11,514.76

Account number:

**AROMAS TRI COUNTY FIRE PROTECTION
DISTRICT**

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	\$7.38
Average collected balance	\$94,224.67
Annual percentage yield earned	0.10%
Interest earned this statement period	\$7.38
Interest paid this year	\$26.42



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/5	5248	Deposited OR Cashed Check		75.00	11,289.32
6/12	5247	Deposited OR Cashed Check		125.00	11,164.32
6/22		County of Monter Atcfdpd Fund 576 June 2023 Checks #5317-5328	415,598.39		426,762.71
6/26	5317	Check		711.01	
6/26	5326	Check		472.00	
6/26	5319	Check		935.00	424,644.70
6/27	5323	Check		252.00	
6/27	5324	Check		300.00	
6/27	5328	Check		57.50	424,035.20
6/28	5321	Check		2,181.46	
6/28	5320	Check		406,777.61	
6/28	5322	Check		3,207.00	11,869.13
6/29	5318	Check		361.75	11,507.38
6/30		Interest Payment	7.38		11,514.76
Ending balance on 6/30					11,514.76
Totals			\$415,605.77	\$415,455.33	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written(checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5247	6/12	125.00 ✓	5319	6/26	935.00 ✓	5323	6/27	252.00 ✓
5248	6/5	75.00 ✓	5320	6/28	406,777.61 ✓	5324	6/27	300.00 ✓
5317 *	6/26	711.01 ✓	5321	6/28	2,181.46 ✓	5326 *	6/26	472.00 ✓
5318	6/29	361.75 ✓	5322	6/28	3,207.00 ✓	5328 *	6/27	57.50 ✓

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 06/01/2023 - 06/30/2023	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$1,000.00	\$94,225.00 <input checked="" type="checkbox"/>
• Minimum daily balance	\$500.00	\$11,164.32 <input checked="" type="checkbox"/>

WG/WG



Account transaction fees summary

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	12	200	0	0.50	0.00
Total service charges					\$0.00



IMPORTANT ACCOUNT INFORMATION

This notice re-establishes that Wells Fargo has the right to conduct setoff for overdrawn deposit account balances, where applicable, and in accordance with your governing Deposit Account Agreement. When we exercise this right, we may reduce funds in any account you hold with us for purposes of paying the amount of the debt, either due or past due, that is owed to us as allowed by the laws governing your account. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. To review a copy of your Deposit Account Agreement, including the provisions related to the right of setoff, please visit wellsfargo.com/online-banking/consumer-account-fees/.

Effective July 25, 2023, the paragraph in the "Standard Overdraft Coverage" subsection of the "Available Balance, Posting Transactions, and Overdraft" section of the Deposit Account Agreement that reads:

"The decision to pay a transaction into overdraft is made at our sole discretion. Generally, we base this decision on criteria such as your account history, deposits you make, and the transaction amount. We reserve the right to not pay a transaction into overdraft."

is deleted and replaced with the following:

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection as described below), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts.

We base our decision to authorize or pay a transaction into overdraft on criteria that includes, but is not limited to, your account history, deposits you make, and transaction characteristics.

When you make or schedule payments to a merchant (including payments made through another service provider, such as a digital wallet or other payment platform), it is important for you to understand your rights and responsibilities under any applicable agreement you may have with the merchant or service provider - including the methods in which they process transactions and what occurs if the Bank declines your transaction or returns it unpaid. The Bank does not assess fees for declined or returned transactions, but the merchant or service provider may assess fees or other penalties. Even if a merchant or service provider has approved or processed your transaction, you should not assume that the transaction will be authorized or paid by us when we become aware of the transaction and you do not have sufficient available funds in your bank account.



NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Effective April 9, 2023, the Classic and Premium Check Image Fee was eliminated for non-analyzed business checking and savings accounts. Refer to definition of analyzed accounts in the Business Account Fee and Information Schedule available at wellsfargo.com/biz/fee-information. Thank you for banking with Wells Fargo. We appreciate your business.

Other Wells Fargo Benefits

June 15th is World Elder Abuse Awareness Day, and now is a great time to learn about ways to help protect yourself and your loved ones from the rising risks of scams. Download a guide at www.wellsfargo.com/protectelders.

