

Rancho Adobe Fire Protection District

11000 Main Street
P. O. Box 1029
Penngrove, California 94951

Telephone: (707) 795-6011
Fax: (707) 795-5177
www.ranchofire.com

**NOTICE & AGENDA OF THE REGULAR BOARD MEETING
JUNE 21, 2023 — 7:00 P.M.
COTATI FIRE STATION - #1 EAST COTATI AVE.
COTATI, CALIFORNIA**

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Jennifer Bechtold, Board Clerk, at 707-795-6011 for assistance so the necessary arrangements can be made.

The Board meeting agenda and all supporting documents are available for public review at 11000 Main Street, Penngrove, CA 94951, 72 hours in advance of a scheduled board meeting. Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet, and not otherwise exempt from disclosure, will be made available for public inspection at the District Office at 11000 Main Street, Penngrove, during normal business hours, Tuesday through Friday, 9:00 a.m. – 5:00 p.m. Copies of supplemental materials distributed at the Board meeting will be available for public inspection at the meeting location.

I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

To speak on any item under discussion by the Board on this agenda, you may do so upon receiving recognition from the Chair. Time limitations on public testimony may be imposed at the discretion of the Chair in conformity with Board Meeting Policy Provisions 5010.100-5010.103 and 5010.110.

II. ORAL AND WRITTEN COMMUNICATIONS

- A. Citizen Business/Public Comments on Items not appearing on Agenda — *Public is advised to limit discussion to one presentation per individual and observe the time limit of 4 minutes. Please state your name and address for the record before making your presentation. NOTE: Any item raised by a member of the public which does not appear on the agenda but which may require Board action shall be referred to District staff for investigation and disposition unless the item requires action to be taken by the Board at the meeting during which it was raised and constitutes an emergency, or the need to take such action arose after the posting of the agenda within the meaning of Government Code Section 54954.2(b).*
- B. Correspondence and/or Presentations

III. APPROVAL OF MINUTES

The Board of Directors will review, amend and approve prior months Board meeting minutes

- A. Special Meeting of April 19, 2023
B. Regular Meeting of May 17, 2023

IV. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If the Board or the public desires discussion, that item will be removed from the Consent Calendar and will be considered separately.

- A. Ratification of Checks Issued

V. ADMINISTRATIVE COMMUNICATIONS

An opportunity to report on individual activities related to District Business.

- A. Firefighter's Union Report
B. Firefighters' Association Report
C. Chief's Report
D. Director Reports
E. Committee Reports
a. Finance/Budget
b. Long Range Planning

(Continued on next page)

NOTICE & AGENDA OF THE REGULAR BOARD MEETING
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COTATI FIRE STATION - #1 EAST COTATI AVE
COTATI, CALIFORNIA
Page 2

VI. UNFINISHED BUSINESS

A. Discussion on Proposed Sales Tax

The Board of Directors and Fire Chief will provide an update on a proposed sales tax measure countywide to fund fire services

VII. NEW BUSINESS

A. Consideration of Memorandum of Understanding between the District and the Battalion Chiefs for July 1, 2023 – June 30, 2024

The Board will consider approving the wages, benefits and working conditions outlined in the MOU between the Rancho Adobe Fire District and the Battalion Chiefs

B. Consideration of Memorandum of Understanding between the District and the Rancho Adobe Firefighters Union for July 1, 2023 – June 30, 2024

The Board will consider approving the wages, benefits and working conditions outlined in the MOU between the Rancho Adobe Fire District and the Paid Firefighters Union

C. Consideration of Employment Agreement between the District and the Administrative Manager for July 1, 2023 – June 30, 2024

The Board will consider approving the wages, benefits and working conditions outlined in the employment agreement between the Rancho Adobe Fire District and the Administrative Manager

D. Discussion and Approval to Remove Battalion Chief Mike Weihman as Signer on Summit State Bank Account and Adding Battalion Chief James Deurloo as Signer

The Board of Directors will consider changes to the Summit State Bank authorized signers

E. Discussion and Approval of Change Order for HVAC System at Station 3

The Board will review and consider change order for the HVAC system at the Liberty Fire Station

F. Discussion and Approval of Change Orders for Station 2 Remodel

The Board will review and consider change orders for the remodel of the Penngrove Fire Station

G. Review and Discussion on Resolution R-8: Approving Lease Financing Documents

The Board will review and consider a financing proposal for construction at the Penngrove Fire Station

H. Discussion on Designating a Legislative Representative from the Board of Directors

The Board will consider appointing a Director to serve as the legislative representative for the District

VIII. DIRECTION ON FUTURE AGENDA ITEMS

IX. ADJOURNMENT

Certificate of Posting of the Agenda: I declare under penalty of perjury under the laws of the State of California that I am employed by the Rancho Adobe Fire District and that I caused this agenda to be posted on the bulletin boards at Station 1 (Cotati), Station 2 (Penngrove), Station 3 (Liberty), Cotati City Hall and the Penngrove U.S. Post Office on June 16, 2023.



Jennifer Bechtold, Clerk of the Board



Rancho Adobe Fire Protection District

Board of Directors Meeting

June 21, 2023

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CORRESPONDENCE



Greg & Kathryn

May 24, 2023

Rancho Adobe Fire Protection District
1100 Main Street
P.O. Box 1029
Penngrove, CA 94951

Dear Jennifer & staff,

Thank you all for your kind letter and the commemorative challenge coin for Greg's service to the fire district. Please express my deep appreciation to Mark Hemmendinger for his remembrance of Greg's contribution during the 2017 drive to achieve Measure W. I can tell you it was a labor of love for Greg who wanted to help the fire district.

Greg's passing though expected was still a huge shock to me. We were together for over 42 years. A lifetime of memories fills my mind constantly and brings me joy and sadness. The new memories of our life in the desert are bittersweet as Greg adored our home, the community, and life style in the Coachella Valley but only got to experience it for less than 4 years before the cancer took him.

I am planning a Celebration of Life for Greg on September 23, 2023 at the Penngrove Social Firemen's Clubhouse. Announcements will go out in a couple of months but please, save the date if possible. I would love to see yo

With love & hugs,

Kathryn Wickstrom

SONOMA COUNTY FIRE DISTRICT

Honesty ♦ Respect ♦ Integrity

June 7, 2023

Chief Jeff Veliquette
Rancho Adobe Fire Protection District
P.O. Box 1029
Penngrove, CA 94951

Dear Jeff,

I am deeply gratified to announce that the Sonoma County Board of Supervisors voted unanimously on June 6 to award a contract to the Sonoma County Fire District (SCFD) for emergency ground ambulance transport services. This contract covers Sonoma County's Exclusive Operating Area 1 (EOA-1), which includes Santa Rosa, Rohnert Park, Cotati, Penngrove, Sebastopol, and much of central Sonoma County for the next five years, beginning in January 2024. This contract may be extended for another five years.

This award is the culmination of years of outreach, listening to stakeholders, working with the community and other responders, and looking for ways to bring an improved and sustainable advanced life support ambulance service model to the county. We are leading an important shift in ambulance service delivery throughout our state.

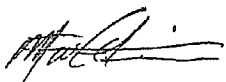
Thank you for your commitment to SCFD as we worked towards this goal. I appreciate the letter(s) of support and other input that you have provided along the way. Without the contributions and experiences that you shared with us; we would not have been able to provide a plan that truly addresses the needs throughout the community. Your support and the support of your department is deeply appreciated by me and the SCFD team.

SCFD looks forward to serving EOA-1 and embraces the opportunity to continue our work together as we implement our plans.

If you have any questions or feedback, please do not hesitate to contact me.

Thank you, again, for your support of our bid and service.

Sincerely,



Mark Heine
Fire Chief

APPROVAL OF MINUTES

**MINUTES OF
APRIL 19, 2023**

Rancho Adobe Fire Protection District

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P. O. Box 1029
Penngrove, California 94951

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DRAFT

**MINUTES OF THE SPECIAL BOARD MEETING
APRIL 19, 2023 — 6:00 P.M.
COTATI FIRE STATION - #1 EAST COTATI AVE.
COTATI, CALIFORNIA**

I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

President, Brian Proteau, called the Special Board Meeting to order at 6:00 p.m. The agenda for this meeting was posted on April 13, 2023.

Directors Present: Michael Gadoua (arrived at 6:45 p.m.), Bob Moretti, Brian Proteau, Ray Peterson, Sage Howell

Directors Absent: Mark Hemmendinger, Bret Herman

Minutes Conducted by: Jennifer Bechtold

II. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Business/Public Comments on Items not appearing on Agenda

There was no public comment.

III. BROWN ACT TRAINING

Josh Nelson, of Best, Best, Krieger provided a Brown Act training for the Board of Directors.

IV. ADJOURNMENT

With no further business to discuss, the Special Board meeting was adjourned at 7:08 p.m.

Motion moved by Mr. Howell and seconded by Mr. Peterson.

Motion Carried: Aye 5 No 0 Abstain 0 Absent 2

Respectfully submitted,



Jennifer Bechtold, Board Clerk

**MINUTES OF
MAY 17, 2023**

Rancho Adobe Fire Protection District

11000 Main Street
P. O. Box 1029
Penngrove, California 94951

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Fax: (707) 795-5177
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DRAFT

**MINUTES OF THE REGULAR BOARD MEETING
MAY 17, 2023 — 7:00 P.M.
COTATI FIRE STATION - #1 EAST COTATI AVE.
COTATI, CALIFORNIA**

I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

President, Brian Proteau, called the Regular Board Meeting to order at 7:00 p.m. The agenda for this meeting was posted on May 12, 2023.

Directors Present: Mark Hemmendinger, Michael Gadoua, Bret Herman, Brian Proteau, Ray Peterson, Sage Howell

Directors Absent: Bob Moretti

Minutes Conducted by: Jennifer Bechtold

The Pledge of Allegiance was said.

II. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Business/Public Comments on Items not appearing on Agenda

There was no public comment.

B. Correspondence and/or Presentations

There was no correspondence.

III. APPROVAL OF MINUTES

A. Regular Meeting of April 19, 2023

Motion moved by Mr. Herman to approve the minutes of April 19, 2023, and seconded by Mr. Gadoua.

Motion Carried: Aye 5 No 0 Abstain 1 Absent 1

IV. CONSENT CALENDAR

A. Ratification of Checks Issued

Motion moved by Mr. Gadoua to approve the consent calendar and seconded by Mr. Hemmendinger.

Motion Carried: Aye 6 No 0 Abstain 0 Absent 1

V. **ADMINISTRATIVE COMMUNICATIONS**

A. Firefighter's Union Report

Captain Eric Gromala thanked the Board for their work on negotiations.

B. Firefighters' Association Report

Engineer Jake McClendon noted the Association just had a change in officers recently.

C. Chief's Report

Chief reported the following information:

- 1.) One firefighter paramedic is in the background process.
- 2.) One additional internal candidate is now a paramedic.
- 3.) Major focus has been on facilities, recruitment and preliminary budget.
- 4.) RAFD hosted the awards dinner/30th anniversary dinner two weeks ago.
- 5.) Started Penngrove remodel.
- 6.) HVAC work at Liberty and Cotati stations to be completed this week.
- 7.) Hosted the PFD Engineers exam.
- 8.) Tax initiative involvement.
- 9.) Finance committee and preliminary budget.
- 10.) Structure fire last night in Petaluma that our crews assisted with.

D. Director Reports

No report filed.

E. Committee Reports

a. Finance/Budget

Mr. Hemmendinger noted the year-to-date budget is on target with expected reserves that will fall to next year's budget. In July, we will need to move about \$3.8 million to operating reserves to fund 50% of our budget. The rest of the cash will remain in capital reserves.

b. Long Range Planning

No items to report.

VI. **UNFINISHED BUSINESS**

A. Discussion on Proposed Sales Tax

Chief Veliquette discussed the current status of the proposed sales tax measure. On Monday evening, there was a zoom call hosted by the FSWG regarding the final numbers for the sales tax. Three Board members from Rancho Adobe participated in this call. The proposed measure will be placed on the ballot March 2024 with a 50% threshold for passing, though the target is still 66 2/3rds. The measure is estimated to generate \$61-65 million annually, but the plan is to conservatively base figures on \$60 million. Rancho Adobe's critical needs are \$3,449,166/year for capital infrastructure, capital apparatus and personnel. We believe we will be getting around \$2,000,000/year. One of the cuts came at equipment and apparatus requests, which were denied all around. There will be some levels of funding for personnel which include pay parity, ALS of all three engines, new positions (40-hour training captain, fire inspector and 3 engineers) and recruitment. The focus is boots on the ground as opposed to administrative costs. Chief Veliquette did make an

additional request for more funding towards our part-time firefighter program.

As far as governance of the tax measure, an 11-member board oversight committee will be established. This will be made up of 2 labor personnel, 3 people nominated by the fire chief's association (not current staff of any fire agency), 1 or 2 people associated with the mayors and city managers group, 1 or 2 people nominated by the fire districts association (inactive members) and County supervisors also will nominate two people. The group will "audit" the use of the funds to ensure the money is being spent as approved. Audits will not take place until after year three, which will give agencies a chance to set up a good plan for using those funds.

Chief Veliquette noted we should know the final distributions by next week and then work will begin on placing the measure on the ballot.

Mr. Gadoua asked about the mechanic position and whether this person would be working on other districts' vehicles where we could make money. Chief Veliquette said yes. Mr. Gadoua also asked if we have the space for this work. Chief Veliquette said we do not have space at this time, but we have room to build a shop at station 3. The only other agency with a mechanic is Sonoma Valley.

The Board discussed various elements of the tax measure and how this will affect the District.

B. Discussion and Review of CalMuni UAL Policy Compliance Analysis

Item B was discussed prior to Item A.

Andrew Flynn, of CalMuni was introduced and commented on the following items from our he UAL Compliance Analysis.

- 1.) Reviewed 4 key points in our current Pension UAL Policy.
- 2.) Pension plans are currently overfunded at 104.7%, due to the pension obligation bonds we purchased and the fact that CalPERS had 21% growth in assets the year before last.
- 3.) Last year CalPERS lost -7.4%, which will increase our unfunded liability in the next year's report. Because of these losses, our plans will drop to 91% funded.
- 4.) In 2024, we will have no discretionary payments due.
- 5.) Strategies – make additional discretionary payments and \$991K is needed this year to bring plan to 95% funding, which saves \$2.2 million over the 20-year repayment period. Second, eliminate negative amortization by paying \$9500 on the miscellaneous plan, \$149K on the safety plan and \$4500 on the PEPRA plan in 2023 and 2024. This saves about \$705K over the 20-year repayment period. Third option is to fund a 115 Trust. This offsets future liabilities and contribution costs.
- 6.) The District may also want to consider borrowing funds for capital projects and make discretionary payments to CalPERS, as we will save more money doing this overall.

Mr. Hemmendinger said there are two takeaways from this - what to do now and what to do long-term. Unless we borrow money for our capital projects, we may not have enough funds to cover our future needs.

VII. NEW BUSINESS

A. Resolution R-7: Adoption of the Preliminary Budget for FY 2023/2024

Chief Veliquette noted the final preliminary budget shows \$7,894,390 in revenues with an increase of \$125,770 to unassigned capital funds. Total expenditures are \$6,317,948 for salaries and benefits, \$1,002,295 in supplies and services and

\$448,377 for debt service.

Mr. Hemmendinger said the preliminary budget has full support by the finance committee who have met twice and reviewed, in detail, this budget. A collection of \$5K-200K in the capital assets operating budget has been moved to the capital budget. Many of the monies allocated in capital expenditures have not been spent over the years and could have been put into labor.

Motion moved by Mr. Peterson to approve the FY 2023/2024 preliminary budget, and seconded by Mr. Howell.

Motion Carried: Aye 6 No 0 Abstain 0 Absent 1

Roll Call:

- Mr. Gadoua – aye
- Mr. Herman – aye
- Mr. Moretti – absent
- Mr. Peterson – aye
- Mr. Hemmendinger – aye
- Mr. Proteau – aye
- Mr. Howell – aye

B. Discussion on Dental Plans Effective July 1, 2023

Mrs. Bechtold commented that we were informed a few months ago that Cypress was increasing their premiums by 10%. This resulted in our broker going out to market to see what other plans might be comparable. The two quotes returned were from Met Life with an increase of 37.9% and Guardian at an increase of 76.4%. There were no real benefit increases by switching to one of these plans, so the recommendation is to stay with Cypress.

Mr. Hemmendinger noted the staff report also shows the value of our broker and their ability to go out to market and see available options.

Motion moved by Mr. Hemmendinger to approve the Cypress Dental Plan and seconded by Mr. Herman.

Motion Carried: Aye 6 No 0 Abstain 0 Absent 1

VIII. DIRECTION ON FUTURE AGENDA ITEMS

- Designating a legislative Board member

Closed Session was opened at 8:33 p.m.

IX. CLOSED SESSION

A. Pursuant to Government Code §54957.6, the Board will hold a closed session for the following reason: CONFERENCE WITH LABOR NEGOTIATORS. District Subcommittee: Mark Hemmendinger, Sage Howell and Ray Peterson
Employee Organization: Paid Firefighters Union
Action Taken: None

B. Pursuant to Government Code §54957.6, the Board will hold a closed session for the following reason: CONFERENCE WITH LABOR NEGOTIATORS. District Subcommittee: Mark Hemmendinger, Sage Howell and Ray Peterson
Employee Organization: Administrative Manager
Action Taken: None

Closed Session Continued:

C. Pursuant to Government Code §54957.6, the Board will hold a closed session for the following reason: CONFERENCE WITH LABOR NEGOTIATORS. District Subcommittee: Mark Hemmendinger, Sage Howell and Ray Peterson
Employee Organization: Battalion Chief's
Action Taken: None

Closed Session was adjourned at 9:11 p.m.

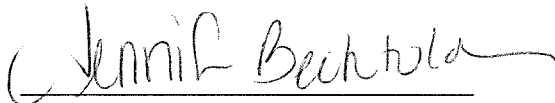
X. ADJOURNMENT

With no further business to discuss, the Regular Board meeting was adjourned at 9:12 p.m.

Motion moved by Mr. Herman and seconded by Mr. Gadoua.

Motion Carried: Aye 6 No 0 Abstain 0 Absent 1

Respectfully submitted,



Jennifer Bechtold, Board Clerk

CONSENT CALENDAR

Rancho Adobe Fire Protection District



11000 Main Street
P.O. Box 1029
Penngrove, California 94951

Phone: (707) 795-6011
Fax: (707) 795-5177
www.rafd.org

RATIFICATION OF WARRANTS AND PAYROLL

FOR THE REGULAR MEETING OF JUNE 21, 2023

In accordance with Government Code Section 37208, ratification of the following warrant amounts are presented to the Fire District Board:

Regular Payable Checks:	\$251,590.63
Payroll Checks:	\$ 86,083.67
Total All Disbursements:	\$337,674.30

All individual warrants and warrant registers are available for review by the board members or the public upon request. Payroll registers are confidential and not available for individual review in accordance with State Law.

The necessary internal controls are in place to safeguard the District's in conformance with Generally Accepted Accounting Principles, sound business practices and prudent budgetary principles. Payroll documents and warrants invoices have been reviewed and approved by the appropriate Department Head, Fire Chief and Department Bookkeeper or Accountant before payment.

Jennif Beantler

Clerk of the Board

6-14-23

Date

Check Detail

Type	Num	Date	May 26, 2023 Name	Account	Paid Amount
ACH	ACH	05/26/2023	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	
			5923 · CalPERS		-49,781.26
					-49,781.26
ACH	ACH	05/26/2023	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	
			5923 · CalPERS		-26,074.27
					-26,074.27
ACH	ACH	05/26/2023	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	
			5923 · CalPERS		-1,938.14
					-1,938.14
ACH	ACH	05/26/2023	CALPERS SUPPLEMENTAL INCOME PLANS	1035 · Summit State Bank - Operating	
			5923 · CalPERS		-4,680.00
					-4,680.00
Bill Pmt -Check	5674	05/26/2023	RANCHO ADOBE PAID FIREFIGHTERS	1035 · Summit State Bank - Operating	
Bill	May 2023	05/26/2023		5910 · Full-Time Personnel	-3,610.00
					-3,610.00

TOTAL CHECKS ISSUED: 86,083.67

Authorized By:

John Youniss
 Print Name
Andy Taylor
 Print Name

John Youniss
 Sign
Andy Taylor
 Sign

Fire Chief
 Title
Battalion Chief
 Title

Rancho Adobe Fire Protection District
Check Detail

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	5675	05/31/2023	CASEY GRAY	1035 · Summit State Bank - Operating	
Bill	Reimb. Boots	05/31/2023		6022 · Safety Clothing	-295.04
Bill Pmt -Check	5676	05/31/2023	FISHMAN SUPPLY CO	1035 · Summit State Bank - Operating	-295.04
Bill	Mult Inv's	05/31/2023		6080 · Household Expense	-778.67
Bill Pmt -Check	5677	05/31/2023	KYOCERA DOCUMENT SOLUTIONS 2	1035 · Summit State Bank - Operating	-778.67
Bill	Inv#55E1730377	05/31/2023		6820 · Rent/Lease Equipment	-27.65
Bill Pmt -Check	5678	05/31/2023	MARK CLEMENTI, PhD.	1035 · Summit State Bank - Operating	-27.65
Bill	Inv# 05-15-23	05/31/2023		6605 · Hiring Expense	-774.00
Bill Pmt -Check	5679	05/31/2023	OPPERMAN & SON	1035 · Summit State Bank - Operating	-774.00
Bill	Inv#01P63841/01P63822	05/31/2023		6155 · Apparatus Maintenance	-2,115.03
Bill Pmt -Check	5680	05/31/2023	PG&E	1035 · Summit State Bank - Operating	-2,115.03
Bill	Mult Accts	05/31/2023		7320 · Utilities	-659.04

Rancho Adobe Fire Protection District Check Detail May 31, 2023

Bill Pmt -Check	5681	PREFERRED ALLIANCE, INC.	1035 · Summit State Bank - Operating			
	Inv# 0186926		6605 · Hiring Expense		-42.00	
					-42.00	
Bill Pmt -Check	5682	SILVERADO AVIONICS	1035 · Summit State Bank - Operating			
Bill	Inv#2526		6045 · Pagers & Radios		-27,650.97	
					-27,650.97	
Bill Pmt -Check	5683	UNITED RENTALS	1035 · Summit State Bank - Operating			
Bill	Inv# 218096043-002		6181 · Station Maintenance for Remodel		-930.50	
					-930.50	
Bill Pmt -Check	5684	VISION SERVICE PLAN	1035 · Summit State Bank - Operating			
Bill	June 2023		5934 · Vision Insurance		-820.20	
					-820.20	
Bill Pmt -Check	5685	WESTERN EXTRICATION SPECIALISTS INC.	1035 · Summit State Bank - Operating			
Bill	Inv# 2227		6140 · Equipment Maintenance		-65.10	
					-65.10	

TOTAL CHECKS ISSUED: 34,158.20

Authorized By:

Jess Velasco

Print Name

Herbert R. Hernandez

Print Name

[Signature]

Sign

FIRE CHIEF

Title

[Signature]

Title

Rancho Adobe Fire Protection District Check Detail

May 23, 2023
Name

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	5657	05/23/2023	ALLSTAR FIRE EQUIPMENT	1035 · Summit State Bank - Operating	
Bill	Inv#247624	05/23/2023		6022 · Safety Clothing	-54,993.53
					-54,993.53
Bill Pmt -Check	5658	05/23/2023	Best Best & Krieger LLP	1035 · Summit State Bank - Operating	
Bill	Inv#964826	05/23/2023		6610 · Legal Services	-820.32
					-820.32
Bill Pmt -Check	5659	05/23/2023	CL HEATING AND AIR	1035 · Summit State Bank - Operating	
Bill	Inv# 1140	05/23/2023		9510 · Building Improvements	-45,505.00
					-45,505.00
Bill Pmt -Check	5660	05/23/2023	dmi NETWORKING	1035 · Summit State Bank - Operating	
Bill	Inv# 57029	05/23/2023		6889 · Computer Software and Equipment	-382.73
					-382.73
Bill Pmt -Check	5661	05/23/2023	EMBROIDERY SCREEN PRINTING	1035 · Summit State Bank - Operating	
Bill	Inv# CAESP5081	05/23/2023		6020 · Uniforms	-9,334.44
					-9,334.44
Bill Pmt -Check	5662	05/23/2023	EMERGENCY EQUIPMENT MANAGEMENT	1035 · Summit State Bank - Operating	
Bill	Inv#65516/65514/65527	05/23/2023		6020 · Uniforms	-50.00
				6022 · Safety Clothing	-5,825.04
					-5,875.04

Rancho Adobe Fire Protection District Check Detail

May 23, 2023

Bill Pmt -Check	5663	05/23/2023	H AND S ASSOCIATES	1035 · Summit State Bank - Operating	-1,225.00
Bill	Inv# 1363	05/23/2023		6590 · Contracted FM Services	-1,225.00
Bill Pmt -Check	5664	05/23/2023	KAISER (OCCUPATIONAL HEALTH)	1035 · Summit State Bank - Operating	
Bill	G#320901054043	05/23/2023		6650 · Health Services	-795.00
Bill Pmt -Check	5665	05/23/2023	KAISER PERMANENTE	1035 · Summit State Bank - Operating	
Bill	June 2033	05/23/2023		5930 · Health Insurance	-29,153.00
Bill Pmt -Check	5666	05/23/2023	KYOCERA DOCUMENT SOLUTIONS NOR	1035 · Summit State Bank - Operating	
Bill	Inv# 5025140884	05/23/2023		6820 · Rent/Lease Equipment	-185.34
Bill Pmt -Check	5667	05/23/2023	MHN	1035 · Summit State Bank - Operating	
Bill	Inv# PRM-080959	05/23/2023		5930 · Health Insurance	-358.72
Bill Pmt -Check	5668	05/23/2023	NICK BARBIERI TRUCKING INC.	1035 · Summit State Bank - Operating	
Bill	Inv# 0117263	05/23/2023		7201 · Fuel	-1,427.85
Bill Pmt -Check	5669	05/23/2023	OPPERMAN & SON	1035 · Summit State Bank - Operating	
Bill	Inv# 01P63833	05/23/2023		6155 · Apparatus Maintenance	-2,116.54

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Rancho Adobe Fire Protection District Check Detail

May 12, 2023
Name

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	5631	05/12/2023	AMERICAN RIVER BENEFIT ADMINISTRATOR	1035 · Summit State Bank - Operating	
Bill	June 2023	05/12/2023	5933 · Life Insurance		-347.10
Bill Pmt -Check	5632	05/12/2023	AT&T	1035 · Summit State Bank - Operating	
Bill	9391035608/5607	05/12/2023	6040 · Communications		-200.27
Bill Pmt -Check	5633	05/12/2023	CALMUNI ADVISORS	1035 · Summit State Bank - Operating	
Bill	Inv# 2023-008	05/12/2023	6461 · Operational Expense		-1,750.00
Bill Pmt -Check	5634	05/12/2023	CL HEATING AND AIR	1035 · Summit State Bank - Operating	
Bill	Inv# 1138	05/12/2023	9510 · Building Improvements		-19,297.35
Bill Pmt -Check	5635	05/12/2023	CYPRESS DENTAL ADMINISTRATORS	1035 · Summit State Bank - Operating	
Bill	June 2023	05/12/2023	5932 · Dental Insurance		-2,541.60
Bill Pmt -Check	5636	05/12/2023	DEPARTMENT OF JUSTICE	1035 · Summit State Bank - Operating	
Bill	Inv# 656380	05/12/2023	6605 · Hiring Expense		-49.00

Rancho Adobe Fire Protection District Check Detail

May 12, 2023

Bill Pmt -Check	5637	05/12/2023	dmi NETWORKING	1035 · Summit State Bank - Operating	-950.00
Bill	Inv# 56950	05/12/2023		6889 · Computer Software and Equipment	-950.00
Bill Pmt -Check	5638	05/12/2023	FISHMAN SUPPLY CO	1035 · Summit State Bank - Operating	
Bill	Inv#1398459.1/1400519	05/12/2023		6080 · Household Expense	-189.20
Bill Pmt -Check	5639	05/12/2023	GONE FOR GOOD	1035 · Summit State Bank - Operating	
Bill	Inv#NCC-RAFP 033123	05/12/2023		6461 · Operational Expense	-75.00
Bill Pmt -Check	5640	05/12/2023	IT HUB	1035 · Summit State Bank - Operating	
Bill	Inv# 5278	05/12/2023		6889 · Computer Software and Equipment	-923.75
Bill Pmt -Check	5641	05/12/2023	LIEBERT CASSIDY WHITMORE	1035 · Summit State Bank - Operating	
Bill	Webinar 5/10/23	05/12/2023		7120 · Training Expense	-75.00
Bill Pmt -Check	5642	05/12/2023	MATHESON TRI-GAS INC.	1035 · Summit State Bank - Operating	
Bill	Mult Inv's	05/12/2023		6260 · Medical Supplies	-192.57
Bill Pmt -Check	5643	05/12/2023	MCPHAIL FUEL COMPANY	1035 · Summit State Bank - Operating	
Bill	Mult Inv's	05/12/2023		6181 · Station Maintenance for Remodel	-1,342.64
					-1,342.64

Rancho Adobe Fire Protection District Check Detail

May 12, 2023

Bill Pmt -Check	5644	05/12/2023	NEMESIS FIRE	1035 · Summit State Bank - Operating	
Bill	Inv#22-00071	05/12/2023		6180 · Building Maintenance	-27.12
					<u>-27.12</u>
Bill Pmt -Check	5645	05/12/2023	NICK BARBIERI TRUCKING INC.	1035 · Summit State Bank - Operating	
Bill	Inv#0116918	05/12/2023		7201 · Fuel	-2,062.11
					<u>-2,062.11</u>
Bill Pmt -Check	5646	05/12/2023	OPPERMAN & SON	1035 · Summit State Bank - Operating	
Bill	Inv#01P63477	05/12/2023		6155 · Apparatus Maintenance	-98.05
					<u>-98.05</u>
Bill Pmt -Check	5647	05/12/2023	PENNGROVE WATER CO	1035 · Summit State Bank - Operating	
Bill	Accts#P-549/P-554	05/12/2023		7320 · Utilities	-243.84
					<u>-243.84</u>
Bill Pmt -Check	5648	05/12/2023	PG&E	1035 · Summit State Bank - Operating	
Bill	Mult Accts	05/12/2023		7320 · Utilities	-3,688.58
					<u>-3,688.58</u>
Bill Pmt -Check	5649	05/12/2023	SILVERADO AVIONICS	1035 · Summit State Bank - Operating	
Bill	Inv# 2563	05/12/2023		6045 · Pagers & Radios	-57.86
					<u>-57.86</u>
Bill Pmt -Check	5650	05/12/2023	SMOTHERS	1035 · Summit State Bank - Operating	
Bill	Inv#H83447783454	05/12/2023		6155 · Apparatus Maintenance	-2,079.85
					<u>-2,079.85</u>

Rancho Adobe Fire Protection District
Check Detail
May 12, 2023

Bill Pmt -Check	5651	05/12/2023	SONOMA VALLEY FIRE & RESCUE AUTHORIT 1035 · Summit State Bank - Operating		
Bill	Inv#0004-23	05/12/2023	7120 · Training Expense	-1,500.00	-1,500.00
Bill Pmt -Check	5652	05/12/2023	TEL CON COMMUNICATIONS		
Bill	Inv#3091	05/12/2023	1035 · Summit State Bank - Operating 6181 · Station Maintenance for Remodel	-2,813.75	-2,813.75
Bill Pmt -Check	5653	05/12/2023	TO THE POINT POLYGRAPH		
Bill	Inv# 403	05/12/2023	1035 · Summit State Bank - Operating 6605 · Hiring Expense	-325.00	-325.00
Bill Pmt -Check	5654	05/12/2023	UMPQUA BANK		
Bill	April Visa	05/12/2023	1035 · Summit State Bank - Operating Umpqua Bank Credit Card	-20,604.45	-20,604.45
Bill Pmt -Check	5655	05/12/2023	UNITED RENTALS		
Bill	Inv# 218096043-001	05/12/2023	1035 · Summit State Bank - Operating 6181 · Station Maintenance for Remodel	-1,243.25	-1,243.25
Bill Pmt -Check	5656	05/12/2023	WELLS FARGO VENDOR FIN SERVICES		
Bill	Inv# 5024854444	05/12/2023	1035 · Summit State Bank - Operating 6820 · Rent/Lease Equipment	-182.28	-182.28

Rancho Adobe Fire Protection District
Check Detail
May 12, 2023

TOTAL CHECKS ISSUED: 62,859.62

Authorized By:

Jess Vejarante

Print Name

Herbert R. Wende

Print Name

Jay

Sign

[Signature]

Sign

Felix Carera

Title

Assistant Chief

Title



UMPQUA BANK

BL ACCT 00002716-10000000
RANCHO ADOBE FIRE DIST
Account Number: #####-####-####-6068
Page 1 of 7



Account Summary

Table with 3 columns: Description, Sign, Amount. Includes Billing Cycle, Days In Billing Cycle, Previous Balance, Purchases, Cash, Balance Transfers, Special, Credits, Payments, Other Charges, Finance Charges.

NEW BALANCE \$21,550.19

Credit Summary

Table with 2 columns: Description, Amount. Includes Total Credit Line, Available Credit Line, Available Cash, Amount Over Credit Line, Amount Past Due, Disputed Amount.

Account Inquiries

- Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
Go to www.umpquabank.com
Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

Table with 2 columns: Description, Amount. Includes NEW BALANCE \$21,550.19, MINIMUM PAYMENT \$21,550.19, PAYMENT DUE DATE 06/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

Table with 5 columns: Trans Date, Post Date, Reference Number, Transaction Description, Amount. Includes TOTAL CORPORATE ACTIVITY \$20,604.45-

Cardholder Account Summary

Table with 5 columns: Cardholder Name, Payments & Other Credits, Purchases & Other Charges, Cash Advances, Total Activity. Includes VIRTUAL ACCT BECHTOLD ##### 6806

Cardholder Account Detail

Table with 6 columns: Trans Date, Post Date, Plan Name, Reference Number, Description, Amount. Includes AMZN Mktp US*HM9KJ2GW1 Amzn.com/bill WA, 147-Pengrove Station M 707-6649200 CA, CITY OF COTATI ONLINE 707-6653631 CA

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number

6068

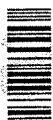
Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Table with 4 columns: Closing Date, New Balance, Total Minimum Payment Due, Payment Due Date. Includes 05/31/23, \$21,550.19, \$21,550.19, 06/25/23

\$ 21,550.19

BL ACCT 00002716-10000000
RANCHO ADOBE FIRE DIST
PO BOX 1029
PENNGROVE CA 94951



42133

MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document. Please use blue or black ink to complete form

NAME CHANGE

Last First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED

TO AUTHORIZE CHANGES Signature

Cardholder Account Detail Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/02	05/03	PPLN01	24492163122000036009003	GETSTREAMLINE.COM WEB WWW.GETSTREAM CA	\$200.00
05/03	05/04	PPLN01	24431063123083332355168	AMZN MKTP US*GJ6JB0OC3 AM AMZN.COM/BILL WA	\$21.22
05/04	05/04	PPLN01	24692163124109283869039	AMZN Mktg US*BS8OX9LF3 Amzn.com/bill WA	\$26.11
05/04	05/05	PPLN01	24755423124281243362868	PRIMO WATER FL 800-7285508 FL	\$99.87
05/11	05/11	PPLN01	24692163131104846233964	COMCAST CALIFORNIA 800-COMCAST CA	\$244.56
05/10	05/11	PPLN01	24492153131027402834334	MISSION LINEN 805-963-1841 CA	\$97.58
05/10	05/11	PPLN01	24906413130173692637174	TMX*Terminix Intl 800-8376464 TN	\$117.00
05/10	05/11	PPLN01	24906413130173692587437	TMX*Terminix Intl 800-8376464 TN	\$105.00
05/11	05/12	PPLN01	24692163131104971175451	VZWLSS*APOCC VISB 800-922-0204 FL	\$166.31
05/11	05/12	PPLN01	24692163131104971175469	VZWLSS*APOCC VISB 800-922-0204 FL	\$142.03
05/15	05/16	PPLN01	24692163135108228842561	VZWLSS*APOCC VISB 800-922-0204 FL	\$139.20
05/18	05/19	PPLN01	24941663138206013447318	RECOLOGY SONOMA MARIN 415-875-1000 CA	\$270.20
05/18	05/19	PPLN01	24941663138206013365049	RECOLOGY SONOMA MARIN 415-875-1000 CA	\$543.89
05/18	05/19	PPLN01	24941663138206013385716	RECOLOGY SONOMA MARIN 415-875-1000 CA	\$113.33
05/19	05/19	PPLN01	24692163139101074699504	BUSINESS.APPLE.COM 800-275-2273 CA	\$2.99
05/20	05/21	PPLN01	24692163140102027092034	GOOGLE *YouTube TV g.co/helppay# CA	\$102.98
05/23	05/24	PPLN01	24055233144812497932265	ATT* BILL PAYMENT 800-331-0500 TX	\$377.26
05/28	05/28	PPLN01	24692163148105336483838	COMCAST CALIFORNIA 800-COMCAST CA	\$275.06
05/26	05/28	PPLN01	24492153147027453547217	MISSION LINEN 805-963-1841 CA	\$135.14
05/30	05/30	PPLN01	24692163150106820748525	COMCAST CALIFORNIA 800-COMCAST CA	\$290.59

Cardholder Account Summary					
MIKE WEIHMAN ##### 6100		Payments & Other Credits \$0.00	Purchases & Other Charges \$102.00	Cash Advances \$0.00	Total Activity \$102.00

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/29	05/01	PPLN01	24164073120105002349349	STAPLES 00113530 PETALUMA CA	\$50.35
04/30	05/02	PPLN01	24034543121000049968053	SPEEDWAY 5124 COTATI CA	\$51.65

Cardholder Account Summary					
JAMES DEURLOO ##### 6118		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,979.60	Cash Advances \$0.00	Total Activity \$1,979.60

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/07	05/08	PPLN01	24492163127000034335140	ELITE COMMAND TRAINING WWW.ELITECOMM CA	\$390.00
05/07	05/08	PPLN01	24492163127000039453880	ELITE COMMAND TRAINING WWW.ELITECOMM CA	\$860.00
05/10	05/11	PPLN01	24431063130200915200022	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00
05/16	05/17	PPLN01	24492163136000026087096	ELITE COMMAND TRAINING WWW.ELITECOMM CA	\$470.00
05/18	05/19	PPLN01	24431063138200915900045	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00
05/18	05/21	PPLN01	24003413139900015445312	COTATI HARDWARE COTATI CA	\$5.90
05/25	05/26	PPLN01	24055233146091008409406	WILCO FARM STORE PETALUMA CA	\$19.70

Cardholder Account Summary					
PETE ALBINI #### #### #### 6134		Payments & Other Credits \$0.00	Purchases & Other Charges \$117.00	Cash Advances \$0.00	Total Activity \$117.00
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/24	05/25	PPLN01	24431063144200915500011	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00

Cardholder Account Summary					
TIM CALDWELL #### #### #### 2629		Payments & Other Credits \$0.00	Purchases & Other Charges \$3,589.88	Cash Advances \$0.00	Total Activity \$3,589.88
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/17	05/18	PPLN01	24332393138000010498965	LIFE ASSIST INC 916-6353822 CA	\$3,387.89
05/24	05/26	PPLN01	24323003145400672000173	SONOMA SOURDOUGH SANDWIC PETALUMA CA	\$56.96
05/28	05/29	PPLN01	24034543148003373053442	76 - PETALUMA 88 INC PETALUMA CA	\$28.03
05/28	05/29	PPLN01	24431063148200915900019	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00

Cardholder Account Summary					
ANDY TAYLOR #### #### #### 4028		Payments & Other Credits \$1.95-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$1.95-
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/15	05/16		24011343136000003461967	CREDIT VOUCHER COCHARUN.COM HTTPSCOCHARUN NJ	\$1.95-

Cardholder Account Summary					
JENNIFER BECHTOLD #### #### #### 4408		Payments & Other Credits \$1.85-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$1.85-
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/15	05/16		24011343136000008365825	CREDIT VOUCHER SMPLVOC.COM HTTPSSMPLVOC. WA	\$1.85-

Cardholder Account Summary					
MORGAN DEJONG #### #### #### 0982		Payments & Other Credits \$0.00	Purchases & Other Charges \$44.99	Cash Advances \$0.00	Total Activity \$44.99
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/17	05/18	PPLN01	24445003138600105705098	LES SCHWAB TIRES #0624 ROHNERT PARK CA	\$44.99

Cardholder Account Summary					
RYAN RANIA #### #### #### 0990		Payments & Other Credits \$0.00	Purchases & Other Charges \$117.00	Cash Advances \$0.00	Total Activity \$117.00
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/15	05/16	PPLN01	24431063135200915600010	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00

Cardholder Account Summary				
ERIC GROMALA ##### 1484	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,980.82	Cash Advances \$0.00	Total Activity \$1,980.82

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/05	05/07	PPLN01	24801973125286842500211	LARSENGINES-PETALUMA PETALUMA CA	\$46.48
05/07	05/08	PPLN01	24692163127102375696037	AMZN Mktg US*LI03E4RZ3 Amzn.com/bill WA	\$14.09
05/08	05/09	PPLN01	24055233129091974000024	SMOTHERS PARTS INTL 707-527-7200 CA	\$1,686.25
05/20	05/21	PPLN01	24431063140200915100030	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00
05/28	05/29	PPLN01	24431063148200915900043	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00

Cardholder Account Summary				
HERB WANDEL ##### 4009	Payments & Other Credits \$0.00	Purchases & Other Charges \$5,281.62	Cash Advances \$0.00	Total Activity \$5,281.62

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/05	05/07	PPLN01	24943013125004000042841	SONOMA CENTRAL TRANSFER PETALUMA CA	\$147.00
05/06	05/07	PPLN01	24692163126101481919128	CHEVRON 0212047 COTATI CA	\$126.36
05/07	05/08	PPLN01	24692163127102371686156	CHEVRON 0098548 PETALUMA CA	\$50.28
05/08	05/09	PPLN01	24692163128102875842106	LOWES #01901* COTATI CA	\$32.64
05/08	05/09	PPLN01	24137463129001571532639	AUTOZONE #4014 ROHNERT PARK CA	\$38.66
05/09	05/10	PPLN01	24692163129103867686179	CHEVRON 0212047 COTATI CA	\$123.22
05/09	05/10	PPLN01	24492793129118000159633	COUNTY OF SONOMA 650-6222200 CA	\$4,344.33
05/19	05/21	PPLN01	24692163139101817603482	CHEVRON 0212047 COTATI CA	\$100.81
05/21	05/22	PPLN01	24431063141200915200029	COASTAL VALLEYSEMSAGENCY 707-565-6508 CA	\$117.00
05/24	05/25	PPLN01	24692163144102554648782	CHEVRON 0212047 COTATI CA	\$96.68
05/31	05/31	PPLN01	24692163151107614370400	CHEVRON 0212047 COTATI CA	\$104.64

Cardholder Account Summary				
JEFF VELIQUETTE ##### 8935	Payments & Other Credits \$0.00	Purchases & Other Charges \$135.44	Cash Advances \$0.00	Total Activity \$135.44

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/11	05/14	PPLN01	24316053132548573968929	SHELL OIL 57444218606 ROHNERT PARK CA	\$135.44

Cardholder Account Summary				
JENNIFER BECHTOLD ##### 8464	Payments & Other Credits \$3.80-	Purchases & Other Charges \$1.85	Cash Advances \$0.00	Total Activity \$1.95-

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
03/28	05/11		70000003131777131920011	TRFR FRAUD TRANSACTION	\$1.95-
04/18	05/23		70002403143777143650016	TRFR FRAUD TRANSACTION	\$1.85-
05/15	05/23	PPLN01	70002403143777143670014	TRFR FRAUD TRANSACTION	\$1.85

Cardholder Account Summary					
JENNIFER BECHTOLD #### #### #### 5900		Payments & Other Credits \$0.00	Purchases & Other Charges \$2,026.98	Cash Advances \$0.00	Total Activity \$2,026.98
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/02	05/04	PPLN01	24231683123837001649202	SAFEWAY #2456 PETALUMA CA	\$54.89
05/04	05/04	PPLN01	24692163124109291228277	AMZN Mktp US*577IW1KD3 Amzn.com/bill WA	\$9.80
05/04	05/05	PPLN01	24692163124109911597135	IN *CROWN TROPHY PETALUMA PETALUMA CA	\$647.96
05/04	05/05	PPLN01	24055223124400930000083	NEVE BROS-PETALUMA PETALUMA CA	\$188.50
05/04	05/09	PPLN01	24164073128434750042266	ENTERPRISE RENT-A-CAR TULSA OK	\$258.22
05/09	05/10	PPLN01	24035993129900013259298	ROHNERT PARK-COTATI ROTAR 707-2280364 CA	\$61.84
05/11	05/12	PPLN01	24137463132001670944730	USPS PO 0559220601 PENNGROVE CA	\$149.94
05/12	05/14	PPLN01	24231683133837001115186	SAFEWAY #2456 PETALUMA CA	\$24.99
05/13	05/14	PPLN01	24692163133106708190537	INTUIT *QuickBooks CL.INTUIT.COM CA	\$549.00
05/23	05/24	PPLN01	24692163143101890369625	IN *AMERIPRINTS LIVE SCAN 800-262-3246 CA	\$20.00
05/25	05/26	PPLN01	24035993145900014188389	ROHNERT PARK-COTATI ROTAR 707-2280364 CA	\$61.84

Cardholder Account Summary					
ANDY TAYLOR #### #### #### 6722		Payments & Other Credits \$3.84-	Purchases & Other Charges \$1.95	Cash Advances \$0.00	Total Activity \$1.89-
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
03/29	05/11		70000003131777131940019	TRFR FRAUD TRANSACTION	\$1.95-
04/24	05/23		70002403143777143740015	TRFR FRAUD TRANSACTION	\$1.89-
05/15	05/23	PPLN01	70002403143777143720017	TRFR FRAUD TRANSACTION	\$1.95

Cardholder Account Summary					
RENE TORRES #### #### #### 4930		Payments & Other Credits \$0.00	Purchases & Other Charges \$679.00	Cash Advances \$0.00	Total Activity \$679.00
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/04	05/05	PPLN01	24332393125000019579232	LIFE ASSIST INC 916-6353822 CA	\$667.06
05/05	05/07	PPLN01	24332393126000019672705	LIFE ASSIST INC 916-6353822 CA	\$11.94

Cardholder Account Summary					
ANDY TAYLOR #### #### #### 7877		Payments & Other Credits \$43.80-	Purchases & Other Charges \$1,150.50	Cash Advances \$0.00	Total Activity \$1,106.70
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/04	05/05	PPLN01	24943003125898060614881	COSTCO GAS #0659 ROHNERT PARK CA	\$60.01
05/10	05/11	PPLN01	24801973130286834000082	LARSENGINES-PETALUMA PETALUMA CA	\$34.14
05/10	05/11	PPLN01	24034543130001139168611	76 - PETALUMA 88 INC PETALUMA CA	\$61.68
05/16	05/17	PPLN01	24330653136900019300024	EMERGENCY EQUIPMENT MANAG 707-7801570 CA	\$368.36
05/16	05/18	PPLN01	24323003137207222300015	INK SALE PETALUMA CA	\$306.56
05/17	05/18	PPLN01	24943003138898120620402	COSTCO GAS #0659 ROHNERT PARK CA	\$72.69
05/16	05/18		74323003137207222300028	CREDIT VOUCHER INK SALE PETALUMA CA	\$43.80-
05/22	05/23	PPLN01	24493983143026403964707	SENSOR TECHNOLOGY ENGINE 954-987-4000 CA	\$129.35
05/28	05/29	PPLN01	24431053149838001662280	O'REILLY AUTO PARTS 3508 PETALUMA CA	\$36.65
05/29	05/30	PPLN01	24034543149003461139110	76 - PETALUMA 88 INC PETALUMA CA	\$81.06

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$21,550.19
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									

ADMINISTRATIVE COMMUNICATIONS

BUDGET REPORTS

Rancho Adobe Fire Protection District

11000 Main Street
P. O. Box 1029
Penngrove, California 94951

Telephone: (707) 795-6011
Fax: (707) 795-5177
www.rafd.org

**MINUTES OF THE FINANCE COMMITTEE MEETING
JUNUE 13, 2023 — 3:00 P.M.
PENNGROVE FIRE STATION - 11000 MAIN STREET
PENNGROVE, CALIFORNIA**

I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Committee Chairman, Mark Hemmendinger, called the Finance Meeting to order at 3:00 p.m. The agenda for this meeting was posted on June 8, 2023.

Directors Present: Mark Hemmendinger, Bob Moretti, Ray Peterson

Staff Present: Chief Veliquette, Herb Wandel, Eric Gromala, James Deurloo, Jennifer Bechtold

Minutes Conducted by: Jennifer Bechtold

The Pledge of Allegiance was said.

II. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Business/Public Comments on Items not appearing on Agenda

There was no comment from the public.

III. FINANCIAL OFFICERS REPORT

A. Discussion on Financing Options for Penngrove Fire Station Remodel

The committee reviewed four loan proposals for the Penngrove fire station remodel: \$550K @ 5 years, \$550K @ 10 years, \$1.1 million @5 years and \$1.1 million @ 10 years. Interest rates for the five-year loans are 4.25% and the 10-year loan interest rate is 4.35%. The documentation fee on any size loan is \$13,500 and the repayment penalty has been waived. Should the sales tax measure pass in March 2024, the outstanding loans could be repaid once those funds are deposited after January 2025.

There was discussion regarding the 1.25 debt service ratio and the District will be in compliance both this fiscal year and next, however FY 24/25 would be the first year potentially falling under the 1.25.

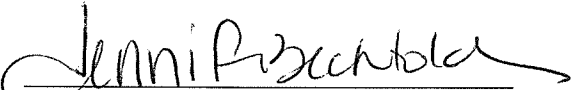
The committee agreed the loan for \$550K over 10 years makes the most sense for the District. The annual payment on this loan would be \$70,690.00.

IV. ADJOURNMENT

With no further business to discuss, the finance committee meeting was adjourned at 3:56 p.m.

Motion moved by Mr. Hemmendinger and seconded by Mr. Peterson.

Respectfully submitted,


Jennifer Bechtold, Board Clerk

RANCHO ADOBE FIRE PROTECTION DISTRICT
YEAR TO DATE BUDGET REPORT
May 31, 2023

REVENUES - OPERATING BUDGET

SUB-OBJ.	DESCRIPTION	BUDGETED FOR FY '22 - 23'	MAY REVENUES	FY REVENUE TO 5/31/23	BALANCE REMAINING	BALANCE REMAINING (%)
1000	Property Taxes	\$ 4,235,000.00	\$ -	\$ 4,122,764.48	\$ 112,235.52	2.65%
1001	CY Direct Charges	\$ 2,212,000.00	\$ -	\$ 2,087,723.16	\$ 124,276.84	5.62%
1007	CY Direct Charges-July	\$ -	\$ -	\$ -	\$ -	
1008	RDA Increment - Credited amount of ad valorem taxes to Petaluma and Cotati redevelopment districts	\$ 192,000.00	\$ -	\$ (772,732.57)	\$ 964,732.57	502.46%
1011	Property Tax Administration Fee	\$ (35,000.00)	\$ -	\$ (39,287.54)	\$ 4,287.54	-12.25%
1014	RDA Increment	\$ -	\$ -	\$ 4,787.79	\$ (4,787.79)	
1015	RDA Pass-Through	\$ -	\$ -	\$ 508,047.76	\$ (508,047.76)	
1016	RDA Allocation	\$ -	\$ -	\$ 67,106.00	\$ (67,106.00)	
1017	Residual Property Tax (RDA Escrow Acct)	\$ -	\$ -	\$ -	\$ -	
1018	Property Tax - RDA Asset Distribution	\$ -	\$ -	\$ 235,277.54	\$ (235,277.54)	
1020	CY Supplemental Tax	\$ 105,000.00	\$ -	\$ 59,749.68	\$ 45,250.32	43.10%
1040	Unsecured Property Taxes	\$ 130,000.00	\$ -	\$ 125,163.93	\$ 4,836.07	3.72%
1042	Cost Reimbursement - Collect	\$ -	\$ -	\$ -	\$ -	
1044	Unsecured Property Taxes - July	\$ -	\$ -	\$ -	\$ -	
1060	Property Taxes - PY Secured	\$ -	\$ -	\$ -	\$ -	
1061	PY Direct Charges	\$ 15,000.00	\$ -	\$ 20,937.10	\$ (5,937.10)	-39.58%
1080	Property Taxes	\$ -	\$ -	\$ -	\$ -	
1100	Property Taxes - PY Unsecured	\$ -	\$ -	\$ -	\$ -	
1120	Property Tax Receivable	\$ -	\$ -	\$ -	\$ -	
	TOTAL PROPERTY TAXES	\$ 6,854,000.00	\$ -	\$ 6,419,537.33	\$ 434,462.67	6.34%
1700	Interest on Pooled Cash	\$ 4,000.00	\$ 18,662.86	\$ 71,503.54	\$ (67,503.54)	-1687.59%
1701	Interest Earned (on early payments of Prop. Taxes)		\$ -	\$ -	\$ -	
	TOTAL USE OF PROPERTY	\$ 4,000.00	\$ 18,662.86	\$ 71,503.54	\$ (67,503.54)	-1687.59%
2081	State - Highway Rentals	\$ -	\$ -	\$ -	\$ -	
2404	State Reimbursements	\$ -	\$ -	\$ 83.15	\$ (83.15)	
2440	HOPTR	\$ 22,000.00	\$ -	\$ 10,381.02	\$ 11,618.98	52.81%
2500	State - Other (Grant Revenue)	\$ -	\$ -	\$ -	\$ -	
2589	State Refunds - Strike Teams	\$ 350,000.00	\$ -	\$ 512,010.08	\$ (162,010.08)	-46.29%
	TOTAL INTERGOV. REVENUES	\$ 372,000.00	\$ -	\$ 522,474.25	\$ (150,474.25)	-40.45%
3600	Misc. charges for Services - Fire Marshal Services	\$ 4,000.00	\$ 2,704.00	\$ 26,715.83	\$ (22,715.83)	-567.90%
3601	Finance Charges/Late Fees	\$ 4,000.00	\$ 294.06	\$ 3,975.52	\$ 24.48	0.61%
3641	Fire Services - Casino Contract	\$ 180,048.00	\$ 90,024.00	\$ 205,048.00	\$ (25,000.00)	-13.89%
3661	Fire Control Services - Cost Recovery	\$ 20,000.00	\$ 2,324.27	\$ 22,132.36	\$ (2,132.36)	-10.66%
3665	Ambulance Service	\$ 17,000.00	\$ -	\$ 33,600.16	\$ (16,600.16)	-97.65%
3670	Weed Abatement	\$ 4,000.00	\$ -	\$ 21,836.00	\$ (17,836.00)	-445.90%
3682	City Contracts (RP Auto Aid)	\$ 37,500.00	\$ 21,193.28	\$ 41,358.15	\$ (3,858.15)	-10.29%
3700	Copy file fee	\$ 500.00	\$ 35.00	\$ 260.00	\$ 240.00	48.00%
3980	Revenue Applicable to PY	\$ -	\$ -	\$ -	\$ -	
	TOTAL CHARGES FOR SERVICES	\$ 267,048.00	\$ 116,574.61	\$ 354,926.02	\$ (87,878.02)	-32.91%
4000	Unspent Funds from Previous Fiscal Year	\$ -	\$ -	\$ -	\$ -	0.00%
4010	Transfer to/from Reserves	\$ -	\$ -	\$ -	\$ -	0.00%
4040	Misc. Revenue	\$ 10,000.00	\$ 1,858.49	\$ 28,981.14	\$ (18,981.14)	-189.81%
4100	Workers' compensation reimbursement	\$ -	\$ 10,202.40	\$ 55,365.00	\$ (55,365.00)	
4102	Donations or reimbursements	\$ -	\$ -	\$ 338.28	\$ (338.28)	
4109	Refunded Checks, outdated warrants	\$ -	\$ -	\$ -	\$ -	
	TOTAL MISC. REVENUES	\$ 10,000.00	\$ 12,060.89	\$ 84,684.42	\$ (74,684.42)	-746.84%
	REVENUE TOTAL:	\$ 7,507,048.00	\$ 147,298.36	\$ 7,453,125.56	\$ 53,922.44	0.72%

RANCHO ADOBE FIRE PROTECTION DISTRICT
YEAR TO DATE BUDGET REPORT

EXPENDITURES - OPERATING BUDGET

SUB-OBJ.		BUDGETED FOR FY '22 - '23'	MAY EXPENSE	FY EXPENSE TO 5/31/23	BALANCE REMAINING	BALANCE REMAINING (%)
5910	Perm. Positions	3,100,000.00	245,118.40	2,741,987.67	\$ 358,012.33	11.55%
5911	Extra help: part time employees, non-benefited. Paid hourly	386,000.00	11,459.67	256,605.09	\$ 129,394.91	33.52%
5912	Overtime	651,000.00	55,477.88	696,536.35	\$ (45,536.35)	-6.99%
5914	FLSA	95,000.00	5,872.04	75,561.92	\$ 19,438.08	20.46%
5918	BLS Ambulance Staff	4,000.00	0.00	4,575.00	\$ (575.00)	-14.38%
5922	FICA	5,300.00	0.00	(2,756.91)	\$ 8,056.91	152.02%
5923	PERS contributions, Employee + Employer paid contributions	550,000.00	47,638.79	555,720.96	\$ (5,720.96)	-1.04%
5924	Medicare	61,100.00	4,266.87	53,301.41	\$ 7,798.59	12.76%
5930	Health Insurance	607,000.00	29,511.72	521,056.85	\$ 85,943.15	14.16%
5931	Disability Insurance	11,000.00	841.00	10,092.00	\$ 908.00	8.25%
5932	Dental Insurance	32,000.00	2,456.88	29,553.61	\$ 2,446.39	7.64%
5933	Life Insurance	5,000.00	347.10	4,107.35	\$ 892.65	17.85%
5934	Vision Insurance	5,000.00	806.53	4,866.52	\$ 133.48	2.67%
5935	Unemployment Insurance	6,000.00	9.46	4,100.94	\$ 1,899.06	31.65%
5936	Retiree Health Insurance	16,200.00	0.00	16,200.00	\$ -	0.00%
5940	Workers' Compensation	190,000.00	0.00	209,008.23	\$ (19,008.23)	-10.00%
	TOTAL WAGES/BENEFITS:	\$ 5,724,600.00	\$ 403,806.34	\$ 5,180,516.99	\$ 544,083.01	9.50%
6020	Uniforms including paid and volunteers staff pants, shirts, station boots, badges, collar pins, name tags and business cards	32,000.00	9,398.68	20,430.10	\$ 11,569.90	36.16%
6022	Safety Clothing: turnouts, including boots	90,000.00	61,904.73	67,153.77	\$ 22,846.23	25.38%
6040	Communications including telephone, cable, internet, cell phones	25,000.00	1,731.66	24,988.87	\$ 11.13	0.04%
6045	Pagers and Radios	51,000.00	27,837.62	58,214.50	\$ (7,214.50)	-14.15%
6060	Food - at extended responses, approved meetings, examinations and trainings.	3,000.00	362.58	1,637.01	\$ 1,362.99	45.43%
6080	Household expenses - Fishman Supply; detergent, towels etc.	13,000.00	1,190.68	11,260.67	\$ 1,739.33	13.38%
6100	Liability Insurance	213,291.00	0.00	215,094.91	\$ (1,803.91)	-0.85%
6140	Equipment Maintenance: Office equipment and tool repair.	12,000.00	65.10	6,598.92	\$ 5,401.08	45.01%
6150	Bad Debt Expense (write off of old cost recovery invoices)	11,000.00	0.00	7,082.13	\$ 3,917.87	35.62%
6155	Apparatus Maintenance	60,000.00	7,447.82	38,106.84	\$ 21,893.16	36.49%
6165	SCBA Maintenance	3,500.00	0.00	4,169.83	\$ (669.83)	-19.14%
6180	Building Maintenance - routine facility & grounds maintenance including repairs to maintain buildings and grounds. New projects ie. Construction to be considered for possible fixed asset expense 8510	24,000.00	993.77	31,903.45	\$ (7,903.45)	-32.93%
6181	Station Maint related to remodel	0.00	12,662.37	13,662.37	\$ (13,662.37)	#DIV/0!
6260	Medical / Lab supply - O2, latex gloves, etc.	35,000.00	192.57	20,535.38	\$ 14,464.62	41.33%
6261	ALS Medical Expense	10,000.00	0.00	0.00	\$ 10,000.00	100.00%
6280	Memberships and Professional Assoc. Fees: FDAC, SCFDA, SCFCA, CCAI, Costco, Cotati Chamber of Commerce.	12,000.00	0.00	13,631.67	\$ (1,631.67)	-13.60%
6400	Office Supplies: regular supplies such as paper, printer cartridges etc.	3,200.00	160.48	2,786.00	\$ 414.00	12.94%
6401	Office Expense - Inventory such as desktop/laptop computer purchases, printers, etc.	9,000.00	0.00	261.65	\$ 8,738.35	97.09%
6410	Postage and shipping	2,000.00	52.80	1,556.78	\$ 443.22	22.16%
6430	Printing Services	1,000.00	0.00	437.96	\$ 562.04	56.20%
6461	Operational Expenses	8,000.00	5,242.99	10,230.77	\$ (2,230.77)	-27.88%
6463	FPO Expenses - public education materials	3,800.00	0.00	4,137.89	\$ (337.89)	-8.89%
6500	Prof/Special Services - Payroll Fees	5,000.00	303.60	6,228.56	\$ (1,228.56)	-24.57%
6526	Dispatch Services - REDCOM	22,000.00	0.00	17,329.42	\$ 4,670.58	21.23%
6587	LAFCO	7,500.00	0.00	10,970.00	\$ (3,470.00)	-46.27%
6590	Contracted FM Services	\$ 15,000.00	1,225.00	20,562.50	\$ (5,562.50)	-37.08%
6596	CQI Expense	\$ 10,000.00	0.00	0.00	\$ 10,000.00	100.00%
6605	Hiring Expenses	\$ 6,000.00	1,190.00	5,075.00	\$ 925.00	15.42%
6610	Legal Services	\$ 5,000.00	820.32	10,974.32	\$ (5,974.32)	-119.49%
6630	Annual Audit	\$ 7,950.00	0.00	8,445.00	\$ (495.00)	-6.23%
6635	Bank and Credit Card Fees	\$ 300.00	96.43	491.89	\$ (191.89)	-63.96%
6650	Health Services	\$ 8,000.00	795.00	2,663.00	\$ 5,337.00	66.71%
6654	Wellness Program	\$ 6,000.00	0.00	1,688.62	\$ 4,311.38	71.86%
6800	Public Legal Notices - publishing fees (ordinances, budget/Prop IV limit, elections, etc.)	\$ 700.00	0.00	1,555.00	\$ (855.00)	-122.14%
6820	Rent / Lease Equipment	\$ 7,500.00	635.27	6,906.06	\$ 593.94	7.92%

**RANCHO ADOBE FIRE PROTECTION DISTRICT
YEAR TO DATE BUDGET REPORT**

SUB-OBJ.	DESCRIPTION	BUDGETED FOR FY '22 - 23'	MAY EXPENSE	FY EXPENSE TO 5/31/23	BALANCE REMAINING	BALANCE REMAINING (%)
6823	Rental hydrants/Water - hydrant use within Sonoma County Water Agency jurisdiction	\$ 700.00	0.00	0.00	\$ 700.00	100.00%
6880	Small tools: maintenance tools, hardware etc.	\$ 6,000.00	109.49	3,622.44	\$ 2,377.56	39.63%
6881	Safety Equipment: SCBA's, hose, nozzles etc.	\$ 40,000.00	136.68	26,922.88	\$ 13,077.12	32.69%
6889	Computer Software	\$ 64,000.00	2,501.96	50,363.34	\$ 13,636.66	21.31%
7000	Any Board related expense not otherwise accounted for (i.e., Special District Dinners)	\$ 500.00	0.00	810.00	\$ (310.00)	-62.00%
7005	Election Expense - as determined by the County Elections Office	\$ -	0.00	0.00	\$ -	0.00%
7120	In-Service Training - required and continuing education for all personnel and Directors	\$ 45,000.00	3,968.00	26,832.37	\$ 18,167.63	40.37%
7201	Gas and Oil	\$ 65,000.00	4,835.17	58,464.01	\$ 6,535.99	10.06%
7300	Transportation and Travel to training out of County, use of personal vehicle for District errands.	\$ 5,000.00	847.08	8,102.95	\$ (3,102.95)	-62.06%
7320	Utilities - PG&E, garbage, water, sewage	\$ 53,000.00	5,823.64	53,472.11	\$ (472.11)	-0.89%
	TOTAL SUPPLIES AND SERVICES:	\$ 1,001,941.00	\$ 152,531.49	\$ 875,360.94	\$ 126,580.06	12.63%
7910	Long Term Loan - Princ.	\$ 55,807.00	0.00	55,801.92	\$ 5.08	0.01%
7930	Long Term Loan - Interest	\$ 7,910.00	0.00	7,914.88	\$ (4.88)	-0.06%
7940	Pension Obligation Bond - Principal	\$ 255,000.00	0.00	252,890.90	\$ 2,109.10	0.83%
7945	Pension Obligation Bond - Interest	\$ 130,694.00	0.00	130,811.88	\$ 82.12	0.06%
	TOTAL LONG TERM DEBT:	\$ 449,411.00	\$ -	\$ 447,219.58	\$ 2,191.42	0.49%
8510	Buildings Improvements	\$ 217,000.00	0.00	\$ -	\$ 217,000.00	100.00%
8511	New Capital Equipment	\$ -	0.00	\$ 789.00	\$ (789.00)	#DIV/0!
8540	Durable Medical Equipment	\$ -	0.00	\$ -	\$ -	#DIV/0!
8560	New Equipment - Apparatus	\$ -	0.00	\$ -	\$ -	#DIV/0!
8561	Equipment New - Office	\$ -	0.00	\$ -	\$ -	#DIV/0!
	TOTAL EQUIPMENT:	\$ 217,000.00	\$ -	\$ 789.00	\$ 216,211.00	99.64%

Recap Report	BUDGETED FOR FY '22 - 23'	MAY TOTAL	FY TO 5/31/23	BALANCE REMAINING	BALANCE REMAINING (%)
OPERATING REVENUES	\$ 7,507,048.00	\$ 147,298.36	\$ 7,453,125.56	\$ 53,922.44	0.72%
OPERATING EXPENDITURES					
Wages/Benefits	\$ 5,724,600.00	\$ 403,806.34	\$ 5,180,516.99	\$ 544,083.01	9.50%
Supplies and Services	\$ 1,001,941.00	\$ 152,531.49	\$ 875,360.94	\$ 126,580.06	12.63%
Long Term Debt	\$ 449,411.00	\$ -	\$ 447,219.58	\$ 2,191.42	0.49%
Equipment	\$ 217,000.00	\$ -	\$ 789.00	\$ 216,211.00	99.64%
Totals	\$ 7,392,952.00	\$ 556,337.83	\$ 6,503,886.51	\$ 889,065.49	12.03%
Revenues Less Expenditures			\$ 949,239.05		

RANCHO ADOBE FIRE PROTECTION DISTRICT
 YEAR TO DATE BUDGET REPORT

CAPITAL IMPROVEMENTS BUDGET

SUB-OBJ.		BUDGETED FOR FY '22 - 23'	MAY EXPENSE	FY EXPENSE TO 5/31/23	BALANCE REMAINING	BALANCE REMAINING (%)
9510	Buildings Improvements	\$ 1,195,000.00	107,483.92	\$ 154,764.24	\$ 1,040,235.76	87.05%
9511	New Capital Equipment	\$ -	0.00	\$ -	\$ -	#DIV/0!
9540	Durable Medical Equipment	\$ -	0.00	\$ -	\$ -	#DIV/0!
9560	New Equipment - Apparatus	\$ 820,000.00	0.00	\$ 717,000.87	\$ 102,999.13	12.56%
9561	Equipment New - Office	\$ -	0.00	\$ -	\$ -	#DIV/0!
	TOTAL EQUIPMENT:	\$ 2,015,000.00	\$ 107,483.92	\$ 871,765.11	\$ 1,143,234.89	56.74%

CURRENT ASSETS	
Summit State Bank Operating Account:	\$ 36,738.68
Summit State Bank ICS Account:	\$ 2,138,154.20
Summit State Bank Payroll Account:	\$ 21,888.74
CDARS:	\$ 4,059,592.33
Petty Cash:	\$ 200.00
Total:	\$ 6,256,573.95
Remaining Capital Reserve Fund:	\$ 1,045,124.89
Remaining Operating Reserve Fund:	\$ 5,211,449.06

Rancho Adobe Fire Protection District

Trial Balance

As of May 31, 2023

	May 31, 23	
	Debit	Credit
1010 · County of Sonoma	0.00	
1030 · Wells Fargo Checking Account	0.00	
1035 · Summit State Bank - Operating	36,738.68	
1036 · Summit State Bank - ICS	2,138,154.20	
1037 · Summit State Bank - Payroll	21,888.74	
1038 · CDARS	4,059,592.33	
1090 · Petty Cash	200.00	
107 · Accounts Receivable	3,434.00	
12000 · Undeposited Funds	0.00	
325 · Deferred Outflows	9,200,694.00	
145 · Deferred Inflow		3,987,593.00
170 · Land	74,634.00	
171 · Buildings and Improvements	755,665.64	
172 · Equipment	3,848,634.88	
178 · Accum. Depreciation - Building		576,580.69
179 · Accum. Depreciation - Equipment		1,754,906.53
195 · Due From Operating Fund	1,916,890.00	
99999 · Prior Period Adjustment	0.00	
200 · Accounts Payable	0.00	
Chase Visa	0.00	
Umpqua Bank Credit Card	0.00	
2710 · Deferred Revenue		86,879.18
327 · Deferred Outflows-Liability Acc		5,928,260.00
336 · Capital One Loan		0.07
337 · Accrued Interest Payable		2,129.35
338 · Capital Lease - Current		55,806.47
339 · Accrued Vacation - Current	0.00	
350 · Accrued Payroll	0.00	
300 · Compensated Absences		545,622.48
340 · Bonds Payable - Current		252,891.00
342 · Notes Payable - Long Term		333,267.78
345 · Bonds Payable - Noncurrent		5,357,109.00
355 · Due To Capital Improvement Fund		1,916,890.00
744 · Net Pension Liability		6,214,613.00
30000 · Opening Balance Equity	904,952.26	
320 · Unreserved-Undesignated FD Bal	8,200,779.76	
330 · Operational Reserves		2,155,346.00
331 · New Equipment- Other Reserves	0.00	
332 · SCBA Reserves	0.00	
333 · PPE Reserves	0.00	
334 · Capital Reserves		1,916,890.00
10 · Taxes:1000 · Property Taxes		4,122,764.48
10 · Taxes:1001 · CY Direct Charges		2,087,723.16
10 · Taxes:1008 · RDA Increment		
10 · Taxes:1011 · Property Tax Admin Fee	772,732.57	
10 · Taxes:1014 · Property Taxes - RDA Increment	39,287.54	
10 · Taxes:1015 · RDA Pass-Through		4,787.79
10 · Taxes:1016 · RDA Allocation		508,047.76
10 · Taxes:1018 · RDA Asset Distribution		67,106.00
10 · Taxes:1020 · CY Supplemental Tax		235,277.54
10 · Taxes:1040 · Unsecured Property Taxes		59,749.68
10 · Taxes:1061 · PY Direct Charges		125,163.93
17 · Use of Money/Property:1700 · Interest on Cash		20,937.10
20 · Intergovernmental Revenues:2404 · State Reimbursements		71,503.54
20 · Intergovernmental Revenues:2440 · HOPTR		83.15
20 · Intergovernmental Revenues:2589 · State Refunds-Strike Team		10,381.02
30 · Charges/Fees for Services:3600 · Fire Marshal Services		512,010.08
30 · Charges/Fees for Services:3601 · Finance Charge/Late Fee		26,715.83
30 · Charges/Fees for Services:3641 · Fire Services - Casino Contract		3,975.52
30 · Charges/Fees for Services:3661 · Cost Recovery		205,048.00
30 · Charges/Fees for Services:3665 · Ambulance Service		22,132.36
30 · Charges/Fees for Services:3670 · Weed Abatement		33,600.16
30 · Charges/Fees for Services:3682 · Rohnert Park Auto Aid		21,836.00
30 · Charges/Fees for Services:3700 · Copy Fee		41,358.15
		260.00

Rancho Adobe Fire Protection District

Trial Balance

As of May 31, 2023

06/14/23

Cash Basis

	May 31, 23	
	Debit	Credit
40 · Miscellaneous Revenues:4040 · Misc. Revenue		28,981.14
40 · Miscellaneous Revenues:4100 · Workers Comp. Reimbursement		55,365.00
40 · Miscellaneous Revenues:4102 · Donations or Reimbursements		338.28
50 · Salaries and Benefits:5910 · Full-Time Personnel	2,741,987.67	
50 · Salaries and Benefits:5911 · Part-Time Staffing	256,605.09	
50 · Salaries and Benefits:5912 · Overtime	696,536.35	
50 · Salaries and Benefits:5914 · FLSA	75,561.92	
50 · Salaries and Benefits:5918 · BLS Staff	4,575.00	
50 · Salaries and Benefits:5922 · Social Security Payroll Taxes		2,756.91
50 · Salaries and Benefits:5923 · CalPERS	555,720.96	
50 · Salaries and Benefits:5924 · Medicare	53,301.41	
50 · Salaries and Benefits:5930 · Health Insurance	521,056.85	
50 · Salaries and Benefits:5931 · Disability Insurance	10,092.00	
50 · Salaries and Benefits:5932 · Dental Insurance	29,553.61	
50 · Salaries and Benefits:5933 · Life Insurance	4,107.35	
50 · Salaries and Benefits:5934 · Vision Insurance	4,866.52	
50 · Salaries and Benefits:5935 · Unemployment Insurance	4,100.94	
50 · Salaries and Benefits:5936 · Retiree Insurance	16,200.00	
50 · Salaries and Benefits:5940 · Workers Compensation	209,008.23	
60 · Supplies & Services:6020 · Uniforms	20,430.10	
60 · Supplies & Services:6022 · Safety Clothing	67,153.77	
60 · Supplies & Services:6040 · Communications	24,988.87	
60 · Supplies & Services:6045 · Pagers & Radios	58,214.50	
60 · Supplies & Services:6060 · Food	1,637.01	
60 · Supplies & Services:6080 · Household Expense	11,260.67	
60 · Supplies & Services:6100 · Property & Liability Insurance	215,094.91	
60 · Supplies & Services:6140 · Equipment Maintenance	6,598.92	
60 · Supplies & Services:6150 · Bad Debt Expense	7,082.13	
60 · Supplies & Services:6155 · Apparatus Maintenance	38,106.84	
60 · Supplies & Services:6165 · SCBA Maintenance	4,169.83	
60 · Supplies & Services:6180 · Building Maintenance	31,903.45	
60 · Supplies & Services:6181 · Station Maintenance for Remodel	13,662.37	
60 · Supplies & Services:6260 · Medical Supplies	20,535.38	
60 · Supplies & Services:6280 · Memberships	13,631.67	
60 · Supplies & Services:6400 · Office Supplies	2,786.00	
60 · Supplies & Services:6401 · Office Expense - Inventory	261.65	
60 · Supplies & Services:6410 · Postage and Shipping	1,556.78	
60 · Supplies & Services:6430 · Printing Services	437.96	
60 · Supplies & Services:6461 · Operational Expense	10,230.77	
60 · Supplies & Services:6463 · FPO Expense	4,137.89	
60 · Supplies & Services:6500 · Payroll Fees	6,228.56	
60 · Supplies & Services:6526 · Dispatch Service-Redcom	17,329.42	
60 · Supplies & Services:6587 · LAFCO	10,970.00	
60 · Supplies & Services:6590 · Contracted FM Services	20,562.50	
60 · Supplies & Services:6605 · Hiring Expense	5,075.00	
60 · Supplies & Services:6610 · Legal Services	10,974.32	
60 · Supplies & Services:6630 · Annual Audit Charges	8,445.00	
60 · Supplies & Services:6635 · Bank Fees	491.89	
60 · Supplies & Services:6650 · Health Services	2,663.00	
60 · Supplies & Services:6654 · Wellness Program	1,688.62	
60 · Supplies & Services:6800 · Public Legal Notices	1,555.00	
60 · Supplies & Services:6820 · Rent/Lease Equipment	6,906.06	
60 · Supplies & Services:6880 · Small Tools Expense	3,622.44	
60 · Supplies & Services:6881 · Safety Equipment	26,922.88	
60 · Supplies & Services:6889 · Computer Software and Equipment	50,363.34	
60 · Supplies & Services:7000 · Board Expense	810.00	
60 · Supplies & Services:7120 · Training Expense	26,832.37	
60 · Supplies & Services:7201 · Fuel	58,464.01	
60 · Supplies & Services:7300 · Transportation & Travel	8,102.95	
60 · Supplies & Services:7320 · Utilities	53,472.11	
75 · Other Charges:7910 · Long Term Loan-Principal	55,801.92	
75 · Other Charges:7930 · Long Term Loan-Interest	7,914.88	
75 · Other Charges:7940 · Pension Obligation Bond - Prin.	252,890.90	
75 · Other Charges:7945 · Pension Obligation Bond - Int.	130,611.88	

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Cash Basis

Rancho Adobe Fire Protection District

Trial Balance

As of May 31, 2023

	May 31, 23	
	Debit	Credit
85 · Capital Assets:8510 · Building Improvements	0.00	
85 · Capital Assets:8511 · New Capital Equipment	789.00	
85 · Capital Assets:8560 · New Equipment - Apparatus	0.00	
95 · Capital Improvements - Assets:9510 · Building Improvements	154,764.24	
95 · Capital Improvements - Assets:9560 · New Equipment - Apparatus	717,000.87	
TOTAL	39,352,687.13	39,352,687.13

Rancho Adobe Fire Protection District Balance Sheet Prev Year Comparison As of May 31, 2023

	May 31, 23	May 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1035 · Summit State Bank - Operating	36,738.68	115,387.13	-78,648.45	-68.2%
1036 · Summit State Bank - ICS	2,138,154.20	4,083,610.63	-1,945,456.43	-47.6%
1037 · Summit State Bank - Payroll	21,888.74	97,591.17	-75,702.43	-77.6%
1038 · CDARS	4,059,592.33	2,001,246.92	2,058,345.41	102.9%
1090 · Petty Cash	200.00	200.00	0.00	0.0%
Total Checking/Savings	6,256,573.95	6,298,035.85	-41,461.90	-0.7%
Accounts Receivable				
107 · Accounts Receivable	3,434.00	0.00	3,434.00	100.0%
Total Accounts Receivable	3,434.00	0.00	3,434.00	100.0%
Other Current Assets				
325 · Deferred Outflows	9,200,694.00	0.00	9,200,694.00	100.0%
Total Other Current Assets	9,200,694.00	0.00	9,200,694.00	100.0%
Total Current Assets	15,460,701.95	6,298,035.85	9,162,666.10	145.5%
Fixed Assets				
145 · Deferred Inflow	-3,987,593.00	5,070,887.06	-9,058,480.06	-178.6%
170 · Land	74,634.00	74,634.00	0.00	0.0%
171 · Buildings and Improvements	755,665.64	755,665.64	0.00	0.0%
172 · Equipment	3,848,634.88	3,502,895.21	345,739.67	9.9%
178 · Accum. Depreciation - Building	-576,580.69	-723,250.93	146,670.24	20.3%
179 · Accum. Depreciation - Equipment	-1,754,906.53	-1,376,547.66	-378,358.87	-27.5%
Total Fixed Assets	-1,640,145.70	7,304,283.32	-8,944,429.02	-122.5%
Other Assets				
195 · Due From Operating Fund	1,916,890.00	0.00	1,916,890.00	100.0%
Total Other Assets	1,916,890.00	0.00	1,916,890.00	100.0%
TOTAL ASSETS	15,737,446.25	13,602,319.17	2,135,127.08	15.7%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
2710 · Deferred Revenue	86,879.18	86,879.18	0.00	0.0%
327 · Deferred Outflows-Liability Acc	5,928,260.00	5,928,260.00	0.00	0.0%
336 · Capital One Loan	0.07	0.07	0.00	0.0%
337 · Accrued Interest Payable	2,129.35	5,832.00	-3,702.65	-63.5%
338 · Capital Lease - Current	55,806.47	49,319.87	6,486.60	13.2%
Total Other Current Liabilities	6,073,075.07	6,070,291.12	2,783.95	0.1%
Total Current Liabilities	6,073,075.07	6,070,291.12	2,783.95	0.1%
Long Term Liabilities				
300 · Compensated Absences	545,622.48	526,502.48	19,120.00	3.6%
340 · Bonds Payable - Current	252,891.00	0.00	252,891.00	100.0%
342 · Notes Payable - Long Term	333,267.78	285,613.47	47,654.31	16.7%
345 · Bonds Payable - Noncurrent	5,357,109.00	0.00	5,357,109.00	100.0%
355 · Due To Capital Improvement Fund	1,916,890.00	0.00	1,916,890.00	100.0%
744 · Net Pension Liability	6,214,613.00	0.00	6,214,613.00	100.0%
Total Long Term Liabilities	14,620,393.26	812,115.95	13,808,277.31	1,700.3%
Total Liabilities	20,693,468.33	6,882,407.07	13,811,061.26	200.7%
Equity				
30000 · Opening Balance Equity	-904,952.26	2,521,455.80	-3,426,408.06	-135.9%
320 · Unreserved-Undesignated FD Bal	-8,200,779.76	-763,778.42	-7,437,001.34	-973.7%
330 · Operational Reserves	2,155,346.00	3,590,000.00	-1,434,654.00	-40.0%

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Cash Basis

Rancho Adobe Fire Protection District
Balance Sheet Prev Year Comparison
As of May 31, 2023

	<u>May 31, 23</u>	<u>May 31, 22</u>	<u>\$ Change</u>	<u>% Change</u>
334 - Capital Reserves	1,916,890.00	482,236.00	1,434,654.00	297.5%
Net Income	77,473.94	889,998.72	-812,524.78	-91.3%
Total Equity	<u>-4,956,022.08</u>	<u>6,719,912.10</u>	<u>-11,675,934.18</u>	<u>-173.8%</u>
TOTAL LIABILITIES & EQUITY	<u>15,737,446.25</u>	<u>13,602,319.17</u>	<u>2,135,127.08</u>	<u>15.7%</u>

Rancho Adobe Fire Protection District Profit & Loss Prev Year Comparison May 2023

	May 23	May 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
17 · Use of Money/Property				
1700 · Interest on Cash	18,662.86	1,281.48	17,381.38	1,356.4%
Total 17 · Use of Money/Property	18,662.86	1,281.48	17,381.38	1,356.4%
20 · Intergovernmental Revenues				
2589 · State Refunds-Strike Team	0.00	11,227.37	-11,227.37	-100.0%
Total 20 · Intergovernmental Revenues	0.00	11,227.37	-11,227.37	-100.0%
30 · Charges/Fees for Services				
3600 · Fire Marshal Services	2,704.00	385.00	2,319.00	602.3%
3601 · Finance Charge/Late Fee	294.06	1,087.08	-793.02	-73.0%
3641 · Fire Services - Casino Contract	90,024.00	0.00	90,024.00	100.0%
3661 · Cost Recovery	2,324.27	2,138.77	185.50	8.7%
3682 · Rohnert Park Auto Aid	21,193.28	19,023.46	2,169.82	11.4%
3700 · Copy Fee	35.00	0.00	35.00	100.0%
Total 30 · Charges/Fees for Services	116,574.61	22,634.31	93,940.30	415.0%
40 · Miscellaneous Revenues				
4040 · Misc. Revenue	1,858.49	2,400.00	-541.51	-22.6%
4100 · Workers Comp. Reimbursement	10,202.40	121.75	10,080.65	8,279.8%
Total 40 · Miscellaneous Revenues	12,060.89	2,521.75	9,539.14	378.3%
Total Income	147,298.36	37,664.91	109,633.45	291.1%
Gross Profit	147,298.36	37,664.91	109,633.45	291.1%
Expense				
50 · Salaries and Benefits				
5910 · Full-Time Personnel	245,118.40	218,234.92	26,883.48	12.3%
5911 · Part-Time Staffing	11,459.67	29,229.12	-17,769.45	-60.8%
5912 · Overtime	55,477.88	23,215.61	32,262.27	139.0%
5914 · FLSA	5,872.04	5,098.28	773.76	15.2%
5918 · BLS Staff	0.00	2,664.00	-2,664.00	-100.0%
5922 · Social Security Payroll Taxes	0.00	910.51	-910.51	-100.0%
5923 · CalPERS	47,638.79	40,655.14	6,983.65	17.2%
5924 · Medicare	4,266.87	4,037.41	229.46	5.7%
5930 · Health Insurance	29,511.72	30,168.98	-657.26	-2.2%
5931 · Disability Insurance	841.00	841.00	0.00	0.0%
5932 · Dental Insurance	2,456.88	2,626.32	-169.44	-6.5%
5933 · Life Insurance	347.10	335.53	11.57	3.5%
5934 · Vision Insurance	806.53	396.43	410.10	103.5%
5935 · Unemployment Insurance	9.46	338.90	-329.44	-97.2%
Total 50 · Salaries and Benefits	403,806.34	358,752.15	45,054.19	12.6%
60 · Supplies & Services				
6020 · Uniforms	9,398.68	0.00	9,398.68	100.0%
6022 · Safety Clothing	61,904.73	1,365.65	60,539.08	4,433.0%
6040 · Communications	1,731.66	1,395.16	336.50	24.1%
6045 · Pagers & Radios	27,837.62	-6,753.09	34,590.71	512.2%
6060 · Food	362.58	0.00	362.58	100.0%
6080 · Household Expense	1,190.68	1,315.10	-124.42	-9.5%
6140 · Equipment Maintenance	65.10	608.43	-543.33	-89.3%
6150 · Bad Debt Expense	0.00	2,976.85	-2,976.85	-100.0%
6155 · Apparatus Maintenance	7,447.82	7,147.15	300.67	4.2%
6180 · Building Maintenance	993.77	4,089.86	-3,096.09	-75.7%
6181 · Station Maintenance for Remodel	12,662.37	0.00	12,662.37	100.0%
6260 · Medical Supplies	192.57	1,594.98	-1,402.41	-87.9%
6261 · ALS Medical Expense	0.00	185.49	-185.49	-100.0%
6400 · Office Supplies	160.48	40.18	120.30	299.4%
6410 · Postage and Shipping	52.80	77.36	-24.56	-31.8%
6430 · Printing Services	0.00	34.17	-34.17	-100.0%
6461 · Operational Expense	5,242.99	0.00	5,242.99	100.0%

Rancho Adobe Fire Protection District Profit & Loss Prev Year Comparison May 2023

	May 23	May 22	\$ Change	% Change
6500 · Payroll Fees	303.60	315.40	-11.80	-3.7%
6590 · Contracted FM Services	1,225.00	700.00	525.00	75.0%
6605 · Hiring Expense	1,190.00	1,910.40	-720.40	-37.7%
6610 · Legal Services	820.32	0.00	820.32	100.0%
6635 · Bank Fees	96.43	25.03	71.40	285.3%
6650 · Health Services	795.00	42.00	753.00	1,792.9%
6800 · Public Legal Notices	0.00	1,241.00	-1,241.00	-100.0%
6820 · Rent/Lease Equipment	635.27	601.27	34.00	5.7%
6880 · Small Tools Expense	109.49	368.88	-259.39	-70.3%
6881 · Safety Equipment	136.68	3,033.99	-2,897.31	-95.5%
6889 · Computer Software and Equipment	2,501.96	7,097.97	-4,596.01	-64.8%
7120 · Training Expense	3,968.00	2,539.56	1,428.44	56.3%
7201 · Fuel	4,835.17	5,148.86	-313.69	-6.1%
7300 · Transportation & Travel	847.08	16.05	831.03	5,177.8%
7320 · Utilities	5,823.64	5,549.50	274.14	4.9%
Total 60 · Supplies & Services	152,531.49	42,667.20	109,864.29	257.5%
85 · Capital Assets				
8510 · Building Improvements	0.00	14,846.35	-14,846.35	-100.0%
8560 · New Equipment - Apparatus	0.00	26,269.83	-26,269.83	-100.0%
Total 85 · Capital Assets	0.00	41,116.18	-41,116.18	-100.0%
95 · Capital Improvements - Assets				
9510 · Building Improvements	107,483.92	0.00	107,483.92	100.0%
Total 95 · Capital Improvements - Assets	107,483.92	0.00	107,483.92	100.0%
Total Expense	663,821.75	442,535.53	221,286.22	50.0%
Net Ordinary Income	-516,523.39	-404,870.62	-111,652.77	-27.6%
Net Income	-516,523.39	-404,870.62	-111,652.77	-27.6%

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Rancho Adobe Fire Protection District
Profit & Loss by Class
May 2023

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 Cash Basis

	Capital Improvements	Operating	TOTAL
Ordinary Income/Expense			
Income			
17 · Use of Money/Property			
1700 · Interest on Cash	0.00	18,662.86	18,662.86
Total 17 · Use of Money/Property	0.00	18,662.86	18,662.86
30 · Charges/Fees for Services			
3600 · Fire Marshal Services	0.00	2,704.00	2,704.00
3601 · Finance Charge/Late Fee	0.00	294.06	294.06
3641 · Fire Services - Casino Contract	0.00	90,024.00	90,024.00
3661 · Cost Recovery	0.00	2,324.27	2,324.27
3682 · Rohnert Park Auto Aid	0.00	21,193.28	21,193.28
3700 · Copy Fee	0.00	35.00	35.00
Total 30 · Charges/Fees for Services	0.00	116,574.61	116,574.61
40 · Miscellaneous Revenues			
4040 · Misc. Revenue	0.00	1,858.49	1,858.49
4100 · Workers Comp. Reimbursement	0.00	10,202.40	10,202.40
Total 40 · Miscellaneous Revenues	0.00	12,060.89	12,060.89
Total Income	0.00	147,298.36	147,298.36
Gross Profit	0.00	147,298.36	147,298.36
Expense			
50 · Salaries and Benefits			
5910 · Full-Time Personnel	0.00	245,118.40	245,118.40
5911 · Part-Time Staffing	0.00	11,459.67	11,459.67
5912 · Overtime	0.00	55,477.88	55,477.88
5914 · FLSA	0.00	5,872.04	5,872.04
5923 · CalPERS	0.00	47,638.79	47,638.79
5924 · Medicare	0.00	4,266.87	4,266.87
5930 · Health Insurance	0.00	29,511.72	29,511.72
5931 · Disability Insurance	0.00	841.00	841.00
5932 · Dental Insurance	0.00	2,456.88	2,456.88
5933 · Life Insurance	0.00	347.10	347.10
5934 · Vision Insurance	0.00	806.53	806.53
5935 · Unemployment Insurance	0.00	9.46	9.46
Total 50 · Salaries and Benefits	0.00	403,806.34	403,806.34
60 · Supplies & Services			
6020 · Uniforms	0.00	9,398.68	9,398.68
6022 · Safety Clothing	0.00	61,904.73	61,904.73
6040 · Communications	0.00	1,731.66	1,731.66
6045 · Pagers & Radios	0.00	27,837.62	27,837.62
6060 · Food	0.00	362.58	362.58

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Rancho Adobe Fire Protection District
Profit & Loss by Class
May 2023

	Capital Improvements	Operating	TOTAL
6080 · Household Expense	0.00	1,190.68	1,190.68
6140 · Equipment Maintenance	0.00	65.10	65.10
6155 · Apparatus Maintenance	0.00	7,447.82	7,447.82
6180 · Building Maintenance	0.00	993.77	993.77
6181 · Station Maintenance for Remodel	0.00	12,662.37	12,662.37
6260 · Medical Supplies	0.00	192.57	192.57
6400 · Office Supplies	0.00	160.48	160.48
6410 · Postage and Shipping	0.00	52.80	52.80
6461 · Operational Expense	0.00	5,242.99	5,242.99
6500 · Payroll Fees	0.00	303.60	303.60
6590 · Contracted FM Services	0.00	1,225.00	1,225.00
6605 · Hiring Expense	0.00	1,190.00	1,190.00
6610 · Legal Services	0.00	820.32	820.32
6635 · Bank Fees	0.00	96.43	96.43
6650 · Health Services	0.00	795.00	795.00
6820 · Rent/Lease Equipment	0.00	635.27	635.27
6880 · Small Tools Expense	0.00	109.49	109.49
6881 · Safety Equipment	0.00	136.68	136.68
6889 · Computer Software and Equipment	0.00	2,501.96	2,501.96
7120 · Training Expense	0.00	3,968.00	3,968.00
7201 · Fuel	0.00	4,835.17	4,835.17
7300 · Transportation & Travel	0.00	847.08	847.08
7320 · Utilities	0.00	5,823.64	5,823.64
Total 60 · Supplies & Services	0.00	152,531.49	152,531.49
95 · Capital Improvements - Assets			
9510 · Building Improvements	107,483.92	0.00	107,483.92
Total 95 · Capital Improvements - Assets	107,483.92	0.00	107,483.92
Total Expense	107,483.92	556,337.83	663,821.75
Net Ordinary Income	-107,483.92	-409,039.47	-516,523.39
Net Income	-107,483.92	-409,039.47	-516,523.39

NEW BUSINESS

**CONSIDERATION OF
BATTALION CHIEFS
MOU**



Rancho Adobe Fire District

Staff Report

Date: June 10, 2023

Topic: 2023/2024 Employment Agreement – Battalion Chiefs

Recommendation:

The districts negotiations committee recommends that the Board of Directors approve the July 1, 2023 to June 30, 2024 Employment Agreement between the Rancho Adobe Fire Protection District and the Battalion Chiefs.

Background:

The existing Employment Agreement will expire on June 30, 2023. The district's negotiations team has met and reached a tentative agreement with the Battalion Chiefs for a one-year Employment Agreement beginning July 1, 2023, and ending on June 30, 2023.

Financial Impact:

The Employment Agreement will result in a 5% raise in base pay for all steps and members represented under this agreement. Funding has been allocated in the 2023-2024 preliminary budget.

Approved by:

Jeff Veliquette
Fire Chief

Attachments:

1. 2023/2024 Battalion Chiefs Employment Agreement.

**RANCHO ADOBE
FIRE PROTECTION DISTRICT**

**BATTALION CHIEFS
(Memorandum of Understanding)**

JULY 1, 2023 THROUGH JUNE 30, 2024

BATTALION CHIEFS EMPLOYMENT AGREEMENT

Approved by Board: June 21, 2023

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

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RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION I DEFINITIONS

- A. "District" shall mean the Rancho Adobe Fire District.
- B. "Board" shall mean the Board of Directors of the Rancho Adobe Fire District.
- C. "Employer" also referred to as "District" shall mean the Rancho Adobe Fire District.
- D. "Chief shall mean the Fire Chief of the District.
- E. "Employee" or "Employees," as used herein shall mean all Battalion Chiefs who are employed by the District.
- F. "Anniversary Date" shall mean the first day of the month an employee is employed in any position.
- G. "Retirement" shall mean a condition by which an employee has terminated their employment with the District by retiring through the California Public Employees Retirement System.
- H. "Disability Retirement" shall mean the cause of the disability does not need to be related to your employment.
- I. "Industrial Disability Retirement" Shall mean the inability to perform the job duties are due to a job-related injury or illness.
- J. "Disabled and disability" means unable or inability, because of disease or injury, to render useful and efficient service in the employee's current position, or in a vacant position in the same agency at the same grade or pay level for which the individual is qualified for reassignment.
- K. "Medical condition" means a health impairment resulting from a disease or injury, including a psychiatric disease.

SECTION 2 CLASSIFICATION OF BATTALION CHIEFS

- A. Battalion Chiefs while working over half of the District's 24 day overtime period on an engine shall be considered to be an "on engine" employee. Battalion Chiefs while working "on an engine" shall receive a 7% override above the pay schedule and shall be subject to all of the following provisions identified as "on engine" per schedule A.

It is at the discretion of the Chief as to when a Battalion Chief shall be primarily part of an engine company, or respond primarily with the command vehicle. The Chief shall not exercise the discretion granted under this Section in an arbitrary or capricious manner.

- B. Battalion Chiefs while working the majority of the time of the 24 day overtime period out of a command vehicle shall be considered an "exempt" employee and shall subject to all of the following provisions identified as "exempt".

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

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SECTION 3 SALARIES

- A. The salary range for Battalion Chiefs is divided into Five (5) steps which are represented in Schedule A
 - 1. Effective July 1, 2023, base pay of all Battalion Chiefs' will increase 5% from the salary schedule in place during 2022/23 Fiscal Year and be held for the duration of the 2023/24 Battalion Chiefs' MOU.
 - 2. Normal step increases for the battalion chief shall not be affected by this agreement.

- B. Battalion Chiefs while in "exempt" status shall be paid according to the forty (40) hour pay schedule, while Battalion Chiefs in the "on engine" non-exempt status shall be paid in accordance with the fifty six (56) hour pay schedule.

- C. Normally, a Battalion Chiefs beginning pay scale will be at Step 1. The Chief may recommend an appointment to a higher step in his discretion. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.

- D. Battalion Chiefs shall serve in each step for a minimum period of six months before advancing to the next step. Upon completion of six (6) months at a particular step, the Battalion Chief will be eligible for salary step increase, subject to a probation period, evaluation, completion of all training assignments, and the recommendation and approval of the Chief.

- E. MANAGEMENT INCENTIVE PAY (MIP Eliminated (Jan 1, 2013))

- F. MIP will be eliminated. The Battalion Chief is required to perform additional hours, above what was originally intended in the 2009-2010 contract year. Because of this, the amount previously compensated as MIP will now be considered part of the Base Salary for Permanently Assigned – Exempt Battalion Chiefs.

- G. Creation of an Acting Battalion Chief Pay Scale: Previously known as First (1st) Step Battalion Chief Pay – 56 Hours per Week. This pay rate shall be the "First (1st) Step Battalion Chief Pay – 56 Hours per Week" as defined in the 2009-2010 Salary Schedule. Any future COLA or merit increases shall apply to this base rate.

- H. **Incentive Pay:** Effective February 1, 2015 the following Educational/Specialty incentive pay is available to all members of the employee class, once they have fulfilled the educational requirements. This incentive pay will be added to the qualifying member's base pay as outlined in Appendix A of this MOU. This "Incentive Pay" shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employees' group for services rendered on a full-time basis during normal working hours. This "Pensionable Compensation" shall have all appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the required District's contributions.

The Incentives are available:

- 1. Hazardous Materials Technician – 1%
- 2. Rescue System Specialist (RS1 – 3, Con Space, and Trench) - 1%

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 4 HOURS OF WORK

- A. Battalion Chief in "exempt" status. The monthly, weekly, and hourly pay schedule for Battalion Chiefs in this classification is based on the 40-hour work week pay schedule. The Normal working hours for a Battalion Chief in this status is 2920 hours annually. Vacation, 4850 and sick time count towards this annual total.

The schedule can be performed in one of the two following ways and is the choice of the individual Battalion Chief, while primarily responding in the command vehicles. This choice only applies to the Battalion Chiefs that were signatory to the Agreement. (July 28, 2007)

1. Each 24 hour shift is worked in its entirety, including administrative assignments, primarily at a station. Battalion Chiefs remain at any of the RAFD stations for the entire 24 hour shift, including meal and sleep times, subject to incident response and command.
2. The modified Admin schedule: Each 24 hour shift includes 8 hours on-duty (working at the office or other assigned location) and 16 hours on call (available to respond to calls, but not required to be at the office). Weekdays falling between two 24-hour shift days are "administrative" on-duty days. When this work schedule is chosen, the Battalion Chief is allowed to complete his/her response duties from home after standard office hours. These administrative hours do not apply towards the 2920 annual work hours required by this MOU. (Not enforceable with the 2 x 4 schedule)

- B. Battalion Chief in "on-engine" Status

1. The monthly, weekly, and hourly pay schedule for Battalion Chiefs in this mode is based on the 56 hour pay schedule and the duty schedule is based upon the twenty four (24) hour shift three platoon system and the standard 56 hour work week schedule must be utilized.

SECTION 5 OVERTIME

- A. Battalion Chiefs while in "exempt" status are not entitled to overtime, and are subject to the Administrative Leave section of this agreement and are considered to have "normal work hours" of 24/7 when necessary.
- B. Battalion Chief's while in "non-exempt" status are subject to the following provisions
1. Work performed by the Battalion Chief in addition to their regularly scheduled shift shall be compensated at one and one-half (1.5) times the employee's regular rate of pay, and shall be paid in accordance with the 24 day work period that the District has adopted to comply with the Fair Labor Standards Act (FLSA).
 2. Call Back
 - a. Employees who have completed their work shift and have gone home and then are required to return to work or return to work for an alarm response shall receive a minimum of one (1) hours pay at the overtime rate. Hours worked in excess of the one (1) hour shall be paid at the overtime rate and after one hour (1) will be paid in half hour increments. This Extra Work shall not be PERS income
 - b. Employees who are scheduled to work overtime and upon arriving as agreed are told that they are not needed and therefore leave without working shall be paid one (1) hour at time and one-half.
 - c. Employees required to hold over following the completion of their shift shall be paid a minimum of one (1) hour's pay at the overtime rate. Hours worked in excess of the one (1) hour shall be paid at the overtime rate.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 6 COMP TIME and ADMINISTRATIVE LEAVE
(Applies to Battalion Chiefs in Exempt Status)

- A. COMP TIME - To complete the responsibilities and tasks associated with their positions, Battalion Chiefs may be required to work hours while off duty attending meetings or training sessions etc. Any of these types of events shall not be monetarily compensated for if the event(s) last under two consecutive hours. In order to compensate Battalion Chiefs for this time, on January 1st of each year the District will grant annually to those employees eighty (80) hours of Comp time. This comp time cannot be cashed out and is forfeited by the Battalion Chief if not used by December 31st.
- B. ADMINISTRATIVE LEAVE - During the course of the year it may become necessary for a Battalion Chief to perform work over and above their "normal working hours" of 2920 annually. In such cases, the District will compensate the employee with Administrative Leave hours as outlined in this Section 6, paragraph C.

Examples of this would include: Battalion Chief Coverage or engine company coverage to maintain minimum staffing levels on a day a Battalion Chief would normally be scheduled to be off duty or during major fire operations either at RAFD or mutual aid around the State, or to complete special projects and/or additional administrative/operational responsibilities as assigned and authorized by the Chief.

- C. Administrative leave Accrual rates - As Battalion Chiefs work additional shifts during their off hours (as contemplated by this Section 6, paragraph C), hours shall be added to their administrative leave hours according to the following schedule:
- i. Battalion Chiefs working standard 56 hour work week: accrue 24 hours per shift.
 - ii. Battalion Chiefs working modified 56 hour work week: accrue 20 hours for working a 24--hour shift (8 hours for days / 12 hours for nights)
 - iii. Battalion Chiefs working administrative assignments during their off hours in excess of 2 hours shall accrue hour for hour; while conducting district business.
- D. Cash out of Administrative Leave
- Cash-Out of Administrative Leave: In June and/or December, Battalion Chiefs have the option of electing cash payment of any accrued administrative leave hours. Such pay-out, if elected, will be made at the Battalion Chiefs then current straight time rate equivalent. Any cash-out of administrative leave shall **NOT** be counted towards CalPERS retirement.
- E. Administrative employees terminating their employment with the District will only be entitled to compensation for their balance of unused "Administrative Leave" only.
- F. DUTY CHIEF PAY: Battalion Chiefs assigned to an on-call position (Duty Chief, Investigator, etc) on their routine day off, shall receive four hours of Comp Time for each day that they are working a on-call position. Any hours worked beyond four hours shall be compensated on a hour by hour basis.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 7 HEALTH, DENTAL, VISION CARE INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

- A. Through the term of this agreement, the District shall provide to Employees and their dependent(s), at no cost to Employees, the types of insurance programs in effect during the preceding Memorandum of Understanding. At a minimum, these include medical, dental (including orthodontic coverage) vision, life and long-term disability coverage. The District may offer alternative plans based upon advice of the District Broker or Insurance affiliate, as long as there is at least two plans to choose from. Failure for any employee group to meet the minimum requirements for enrollment will result that the whole employee group be enrolled into the majority health plan group.
- B. The District also provides, at no cost to the Employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.
- C. Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuation under state or federal law (known as COBRA). Notice of rights, if any, to this coverage will be provided at or near the time of the qualifying event
- D. Employees that retire with good standing from the Rancho Adobe Fire District after twenty years of service under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 2002/2003 dated November 20, 2002.
- E. Medical retirement benefits are available pursuant to terms adopted by the Board of Directors of the District.
- F. H.S.A. accounts are funded in six-month increments, in January and July of each year. By January 1, HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year. All H.S.A. accounts will be opened by the District with Patelco Credit Union. If a participant is unable to open a qualified HSA account, the District is under no obligation to compensate that participant in any other manner. Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation. To calculate that amount, the District will divide the full funding received on January 1 by 12 mos. in the year, times the number of full calendar months remaining in the period that has been pre-funded. This will be withheld from the final paycheck, to the extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole.
- G. Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per Family per calendar year, beginning January 1, 2020. .
- H. Each subsequent year will be funded on a semi-annual basis by paying 1/2 the current deductible in January and July hereby known as the "Funding Period."
- I. Eligible employees that leave or are terminated prior to during the year will be required to reimburse the District the remaining portion of the HSA funding, based on date of separation until the end of the funding period.
- J. On or around July 1, 2017 representatives from the Board and Labor groups will begin meeting and research to find a solution to the increasing health care costs to the district.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 8 CATASTROPHIC LEAVE

- A. Employees may donate accrued sick leave or accumulated vacation leave to other Employees who suffer a catastrophic illness or injury or to care for a spouse, qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness.
- B. Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury.
- C. Employees who have successfully completed one (1) year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to spouse, qualified domestic partner, parent or dependent minor child.
- D. The employee must first exhaust all accrued sick leave and vacation leave before qualifying for catastrophic leave.
- E. Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other Employees to a specific qualified Employee.
- F. Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating Employee must have a vacation leave or sick leave balance of at least forty (40) hours after the donation of sick/vacation time. Employees may donate all of their accrued administrative leave.
- G. An employee requesting catastrophic leave must receive the recommendation of the department head and the approval of the District. Such leave may initially be approved up to a maximum of three hundred forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred forty (340) donated hours may be recommended and approved.
- H. All time donated will be credited on an hour to-hour basis regardless of hourly pay differentials between the donating Employee and the recipient.
- I. Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers Compensation Leave.
- J. While an Employee is on catastrophic leave, using donated hours, the Employee shall not accrue any vacation or sick leave. Catastrophic leave may not be cashed out by the recipient Employee if unused for any reason. Unused and donated accrued sick leave or accumulated vacation leave donated to another Employee as catastrophic leave shall be returned to the donating Employee. If more than One Employee has donated accrued sick leave or accumulated vacation leave, that leave shall be equally distributed among those donating Employees regardless of the amount of accrued sick leave or accumulated vacation leave originally donated.

SECTION 9 INDUSTRIAL INJURY OR ILLNESS

Benefits for Employees shall be provided for under Section 4850 of the Labor Code and District policies. Sick leave shall not be used for an industrial injury or illness.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 10 VACATION

- A. Vacation accruals for Battalion Chiefs are as follows:
- | | |
|---------------|--------------------|
| One Year | 144 hours annually |
| Five Years | 192 hours annually |
| Ten Years | 216 hours annually |
| Fifteen Years | 264 hours annually |
| Twenty Years | 288 hours annually |
- B. Employees must work continuously from year to year to accrue vacation hours pursuant to the following schedule:
- C. In the event that the District fills a position with an individual not previously employed as a full time Employee with the District, the Board of Directors has the authority to begin annual vacation accrual at any level listed above.
- D. Employees accrue vacation leave on a semi-monthly basis
- E. **Cap on Benefits:** Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall be equal to, two and a half years' vacation accrual. If the Employee's earned but unused vacation leave reaches the maximum, the Employee will not accrue any additional benefits. If the Employee later uses enough vacation leave to fall below the maximum, she/he will resume earning vacation benefits from that day forward. In such a case, no benefits will be earned for the period in which the employee's benefits were at the maximum.
- F. Accrued vacation hours not paid to an Employee at time of retirement may be converted to additional service upon retirement per the contract between Rancho Adobe Fire Protection District and the California Public Employees' Retirement System (CalPERS).
- G. Upon termination of employment or retirement, an Employee will be paid for their accrued and unused vacation leave.
- Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to restrictions. During these types of situations the accumulated vacation time may be used in 4 hour increments.
- H. Vacation requests shall be made as outlined in District procedures. Use of vacation time shall be charged to each employee as follows:
1. Battalion Chiefs working standard 56 hour work week: deduct 24 hours per shift.
 2. Battalion Chiefs working modified 56 hour work week: deduct 6 hours for each Administrative day; deduct 20 hours for each -24-hour shift (8 hours for days - 12 hours for nights).
 3. Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to these restrictions. During these types of situations the accumulated vacation time may be used in four (4) hour increments.
- I. Cash out of up to 48 hours of vacation time will be allowed to coincide with the issuing of the "Holiday Checks," Currently June and December, not to exceed 96 hours in any one calendar year.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 11 HOLIDAYS

Recognized Holidays include:

- New Years' Day - January 1st
- Dr. Martin Luther King Jr. Day - third Monday of January
- Lincoln's Birthday - February 12th
- Presidents' Day -third Monday of February
- Cesar Chavez Day - March 31st
- Memorial Day - last Monday of May
- Independence Day - July 4th
- Labor Day - first Monday of September
- California Admission Day - September 9th
- Columbus Day - October 9th
- Veterans Day - November 11th
- Thanksgiving Day - fourth Thursday of November
- Day after Thanksgiving Day
- Christmas Day - December 25th

Additional holidays may be added through the regular negotiation process.

All members represented by this MOU that work the 24 hour shift schedule shall receive in cash the sum equal to eight (8) hours compensation at their normal straight pay rate for each of the above holidays. This "Holiday pay" shall be paid in December and in June for the holidays that occurred in the previous six months. This pay shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employees' group for services rendered on a full-time basis during normal working hours. This "Pensionable Compensation" shall have all appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the required District's contributions.

All members represented by this MOU that work a standard 40 hour schedule shall take the above holidays off as opposed to the "Holiday Pay."

RANCHO ADOBE FIRE PROTECTION DISTRICT

Battalion Chiefs' Employment Agreement

SECTION 12 SICK LEAVE

- A. Sick leave will accrue at the rate of Six (6) shifts or one hundred twenty (144) hours annually. Sick leave time may be accumulated with no limit on maximum accrual. An Employee who retires or an Employee whose position is eliminated and who has completed ten (10) consecutive years of employment with the District shall receive payment for one-quarter (.25) of any accumulated by unused sick leave up to a maximum of seven hundred twenty (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the Employee retires or his/her position is eliminated.
- B. Accrued sick leave hours not paid to an Employee at time of retirement may be converted to additional service upon retirement per the contract between Rancho Adobe Fire Protection District and the California Public Employees' Retirement System (CalPERS).
- C. Sick leave shall not be considered as a right which Employees may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on Employees for taking justifiable sick leave.
- D. For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.
- E. On taking sick leave time, Employees shall notify their appropriate department prior to 6AM of the employee's duty day.
- F. Sick leave shall continue to be earned while an Employee is on vacation or sick leave.
- G. The District may allow a probationary employee to use sick leave before it has been earned. This section does not apply to promotional or disciplinary probationary periods.
- H. Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.
- I. If an Employee dies, then all of the Employee's accumulated sick leave shall be paid at the regular hourly rate of pay at the time of the employee's death. Such payment shall be made to the person named by the Employee as beneficiary in the Employee's District provided life insurance policy.
- J. Use of sick time shall be charged to each Employee as follows:
 - 1. Battalion Chiefs working standard 56 hour work week: deduct 24 hours per shift
 - 2. Battalion Chiefs working modified 56 hour work week: deduct 6 hours for each Administrative day; deduct 20 hours for each 24-hour shift (8 hours for days - 12 hours for nights).

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 13 FUNERAL LEAVE

The District shall allow up to three (3) twenty-four (24) hour shifts or five (5) eight (8) hour shifts off with pay for the death of an immediate family member identified as one of the following: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, step-parents, grandparents and grandchildren.

SECTION 14 UNIFORM REPLACEMENT PROGRAM

A. Employees covered by this Agreement who customarily and regularly wear uniforms prescribed by the Chief during scheduled duty hours shall be covered by this "Uniform Replacement Program." Battalion Chiefs may decide for themselves which uniform items need replacing pursuant to this paragraph. The District shall replace worn or damaged articles of uniform in kind up to time following maximum amounts each year as necessary, except as stated in this Section, paragraph B:

	Battalion Chiefs:
Uniform Shirt	3 each
Uniform Pants	4
Uniform Belt & Buckle	1
Uniform Name Tag	2
Badge	2
Hat(Ball Cap)	1
Hat (Campaign Style)	1
T-shirt short sleeve	6
T-shirt Long Sleeve	2 each
Socks	6 Pair good quality boot type
Boots	2 Pair: 1 Station and 1 Wildland
Uniform Jacket	1
Sweat Pants	1
Sweat Shorts	1

- B. Uniform articles purchased within the prior twelve months which, in the judgment of the Chief, have been damaged or destroyed as a result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties, will be replaced in kind by the District
- C. Articles of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the Employee retires or terminates his/her employment with the District for any reason.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 15 LAYOFF AND REHIRE

- A. Battalion Chiefs departmental seniority date shall be established when the Employee is designated as having regular status (as opposed to probationary or temporary status) within the District. Where different Employees are hired or promoted on the same date, the order of seniority in either department or classification shall be based on the respective position each such Employee was assigned on the eligibility list (e.g., the Employee highest on the eligibility list will be granted the most seniority).
- B. Lay-offs or position eliminations shall be done in accordance with the District's Lay-Off Policy per the Employee Handbook.

SECTION 16 RETIREMENT PLAN

The District shall continue to provide the CalPERS "2%@ 50" retirement plan for "Classic"* Safety Employees. This plan is more specifically known as Public Employees Retirement System, Local Safety Members 2% at 50 Full Formula.

In accordance with the 2012 Public Employee's Pension Reform Act (PEPRA) any employee new to the PERS system (hired or PERS eligible after January 1, 2013) will be enrolled into the new 2.7% at 57 program. Once enrolled in this program the employee will be responsible for 50% of their PERS costs. Employees with prior PERS service credit will be enrolled into the appropriate PERS program according to PEPRA.

* "Classic" employees are defined in the PEPRA. The PEPRA calls for all "Classic" Safety employees to be paying 12% of salary towards their CalPERS Safety retirement by January of 2018. In order to make a major step towards this goal, as of February 1st, 2014, the current 9% of salary that the District pays towards the employee's share of CalPERS retirement, **as negotiated in previous years in lieu of wage increases**, shall be transferred to the employee pay scales. On this same date, all eligible "Classic" Safety employees will take over payment of 75% (9% of salary) of the 12% of salary retirement contribution. This will result in a "revenue neutral" condition where all "Classic" Safety employees are covering 28.66% of their current retirement costs.

Battalion Chiefs covered by this Article 16 shall retain member contributions made by the District ("EPMC") to members' CalPERS accounts made prior to January 31, 2014 as additional compensation for retirement purposes as provided in CalPERS code Sections 20636 and 20691

Starting January 1, 2017 the employees working under this MOU will increase their contribution to CalPERS by 3% to a total of 12% as requested by PEPRA. Exceeding the PEPRA goal of January 1, 2018.

SECTION 17 PROMOTIONS

All positions within the District shall be filled per standard promotional and hiring standards. Promotional examinations shall be first offered to qualified District employees. Only in the event that there are not enough qualified candidates, in the discretion of the Chief and the Examination Committee, to create a competitive promotional examination shall the District open the position to applicants outside the District to fill said position.

SECTION 18 STAFF VEHICLES

- A. The Board recognizes the value of the Battalion Chiefs and the Chief having individually assigned department vehicles. The value is inherent in the added depth of coverage during day to day operations and the depth of response during significant incidents.
- B. The use of District Vehicles shall be in accordance with District Policy as outlined in the operations manual.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 19 USE OF PRIVATE VEHICLES

- A. The use of private vehicles by Battalion Chiefs for conducting District business shall be limited to those situations approved by the Fire Chief

Those situations can include: off-duty recall, an emergency where a staff vehicle is not available; extended absences from the District due to attendance at a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.

- B. Battalion Chiefs who use a private vehicle for District business as outlined in the paragraph above will be reimbursed on a per mile basis as outlined in District Policy in accordance with IRS Regulations.
- C. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Operations Manual

SECTION 20 JURY DUTY

- A. Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.
- B. Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all the money, less travel expenses, received by the employee for the jury duty is remitted to the District.

SECTION 21 [SECTION LEFT BLANK]

SECTION 22 PROBATIONARY PERIOD

All Battalion Chiefs shall serve a probation period. In the case of a new-hire into a Battalion Chief position, the probationary period shall be eighteen (18) months. For existing District employees promoted to a Battalion Chief position, the probationary period shall be twelve (12) months.

SECTION 23 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the Chair of the Board or duly authorized representative (address: 11000 Main Street, P.O. Box 1029, Penngrove, California 94951, telephone: (707) 795-6011), except where a particular management representative is specifically designated in the Agreement.
- B. The Battalion Chiefs principal authorized representative shall be BC Andy Taylor (address: 11000 Main Street, P.O. Box 1029, Penngrove, California 94951, telephone: (707)795-6011). Notification sent to individual Battalion Chiefs shall be addressed to that Employee at the address stated in this section. Each specifically authorizes the District to provide copies of any such notices to BC Davidson, and hereby waives any claim based on provisions of such notice.

SECTION 24 SEVERABILITY

- A. The provisions of this Agreement shall be subordinate to any present or subsequent federal law, state law or District provision.
- B. Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 25 FULL UNDERSTANDING, MODIFICATION WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 26 RENEGOTIATIONS

In the event either party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period July 1, 2023 to June 30, 2024 its written request to begin negotiations.

Formal negotiations should begin no later than March 1, 2024.

SECTION 27 TERM

This Agreement shall become effective July 1, 2023 except as otherwise specifically provided herein, and shall expire when replaced with a successor agreement.

SECTION 28 RULES AND REGULATIONS

The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

1. Personnel Rules and Regulations;
2. Employer-Employee Relations Rules and Regulations.

The District shall not change the rules and regulations listed herein without first meeting and conferring with the Battalion Chiefs and Union.

SECTION 29 COURT APPEARANCES FOR ON ENGINE BATTALION CHIEFS

- A. Battalion Chiefs subpoenaed to court, litigation, or investigations due to employment with District during off-duty hours shall receive a minimum of Two (2) hours' pay at their current pay rate.
- B. Court appearances in excess of two (2) hours shall be compensated at the regular hourly rate of pay. If, however, a Battalion Chief has completed a regularly scheduled work shift and then is required to be in court on the same day, the overtime rate shall be used to compute pay.

SECTIONS 30 BILINGUAL PAY

Employees designated as proficient in the Spanish language shall receive two percent (2%) additional pay.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 31 LEAVE OF ABSENCE

- A. Employees may request a leave of absence, without pay, in writing to the District upon the exhaustion of their accumulated paid leave.
- B. The requirement to use all accrued sick leave or vacation leave does not apply in situations where state or federal law do not allow the employer to require use of vacation or sick leave prior to granting an unpaid leave of absence.
- C. A leave of absence may be approved as follows:
 - 1. By the department head for a time not exceeding twenty-four (24) working hours.
 - 2. By the District Office for any time exceeding twenty-four (24) working hours.

SECTION 32 MILITARY LEAVE

The Rancho Adobe Fire Protection District shall comply with all applicable federal and state laws relating to an Employee's absence due to military leave or duty.

SECTION 33 GREIVANCE

Definitions:

- A. A "grievant" is an employee, or a group of employees.
- B. A "grievance" is a claimed violation, dispute, misinterpretation, inequitable application or non-compliance with any provision of this memorandum of understanding, or any District ordinance, resolution, rule or regulation affecting working conditions; including disputes over discipline, limited to suspensions, reductions in salary, demotions and terminations.
- C. Grievances shall follow the 2007 revised Grievance procedure.

SECTION 34 RETROACTIVE APPLICATION

This MOU once ratified shall be retroactive to July 1, 2023

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: June 21, 2023

Rancho Adobe Fire District

By: _____

Title: _____

Dated: June 21, 2023

Represented Employees:

James Deurloo

Andy Taylor

Herb Wandel

All parties listed above agree to the terms and conditions of the MOU.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

APPENDIX A

56 HOURS PER WEEK (2920 HOURS PER YEAR)
 5%

Effective: July 1, 2023 through June 30, 2024

ADMINISTRATIVE

RANK	PER	Acting BC	1st Step	2nd Step	3rd Step	4th Step	5th Step
BATT CHIEF	Year	120467.24	137332.70	141452.55	145696.13	148600.28	154569.08
	Month	10038.94	11444.39	11787.71	12141.34	12383.36	12880.76
	Semi-Month	5019.47	5722.20	5893.86	6070.67	6191.68	6440.38
	Hour	41.26	47.03	48.44	49.90	50.89	52.93

40 HOUR SHIFT WEEK (2080 HRS PER YEAR)

Effective: July 1, 2023 through June 30, 2024

ADMINISTRATIVE	#	#	#	#	#	#	#
RANK	PER	Acting BC	1st Step	2nd Step	3rd Step	4th Step	5th Step
BATT CHIEF	Year	120467.20	137332.66	141452.55	145696.13	148600.28	154569.08
	Month	10038.93	11444.39	11787.71	12141.34	12383.36	12880.76
	Semi-Month	5019.47	5722.19	5893.86	6070.67	6191.68	6440.38
	Hour	57.92	66.03	68.01	70.05	71.44	74.31

	Step	New S/M Rate	Incentive Pay	Hourly Rate
Andy	5th	\$6,440.38	\$64.40	\$74.31
Herb	5th	\$6,448.38		\$74.31

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

From: Brown, Patricia [mailto:Patricia_Brown@CalPERS.CA.GOV]
Sent: Tuesday, October 20, 2009 9:23 AM
To: 'Andy Taylor'
Cc: 'sdauidson@RANCHO-ADOBE-FIRE.ORG'; Fama, Edward
Subject: RE: Updated MOU

Hello gentlemen:

Sorry it has taken so long to get back with you, we have reviewed the revised language for the MOU for the Battalion Chief and the language regarding the Management Incentive Pay does meet the definition.

Thank you for your patience.

Patricia Brown

From: Andy Taylor [mailto:ataylor@RANCHO-ADOBE-FIRE.ORG]
Sent: Wednesday, September 30, 2009 9:56 AM
To: Brown, Patricia
Subject: Updated MOU

Patricia, Thank-You for your observations. We see that the way we were writing this is misleading. We believe we have clarified things in this rewrite. Simply Comp time and Admin leave are for above and beyond the required normal working hours of 3200 per year and we now understand and are resolved to the fact that these hours cannot apply to PERS retirement. Our salary and management incentive pay is what compensates us for the 3200 required hours worked by this contract.

Steve and Andy

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Pension Contract Management Services & Prefunding Programs
P.O. Box 942703
Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377)

**CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY**

I hereby certify that the Board of Directors of the
(governing body)
Rancho Adobe Fire Protection District
(public agency)
considered and adopted on October 25, 2017, by an affirmative vote of a
(date)
majority of the members of said Governing Body, **Ordinance / Resolution No. R-4**
approving the attached contractual agreement between the Governing Body of said Agency
and the Board of Administration of the California Public Employees' Retirement System, a
certified copy of said **Ordinance / Resolution** in the form furnished by said Board of
Administration being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent
calendar.

Jennifer abc
Clerk/Secretary

Board Clerk
Title

Date 10-25-17

FY 2017/2018

**RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. R-4

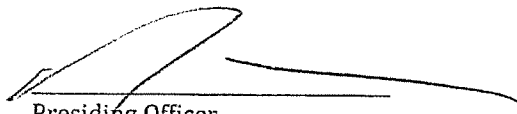
WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the _____ of the _____ entered into a contract effective on _____ providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

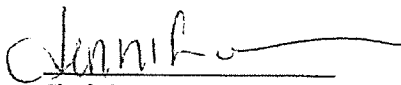
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this 25th day of October, 2017.



Presiding Officer

Attest:



Clerk/Secretary

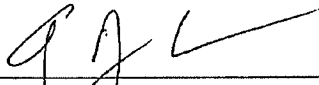
RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

Side Letter to Battalion Chief's MOU

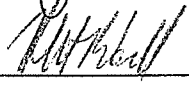
Effective Date: 1-1-2017

As soon as administratively possible, CalPERS shall note the following language changes in the Battalion Chief's MOU, Section 16, Retirement:

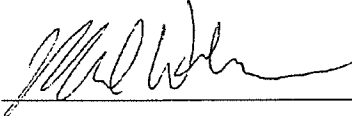
Classic Tier 1 and Tier 2 Safety Members have agreed to pay 3% towards cost-sharing in addition to the 9% normal member rate, for a total of 12%.



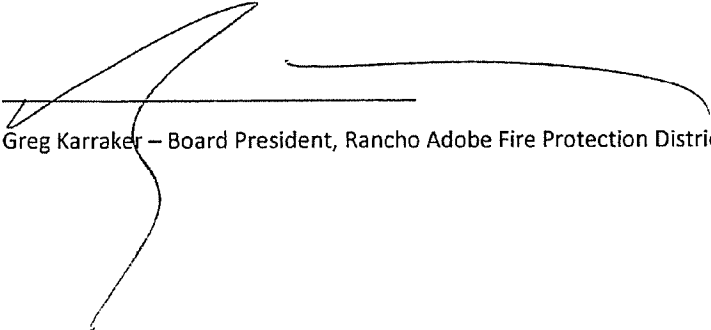
Andy Taylor, Battalion Chief



Herb Wandel, Battalion Chief



Mike Weihman, Battalion Chief



Greg Karraker – Board President, Rancho Adobe Fire Protection District

CONSIDERATION OF FIREFIGHTERS MOU



Rancho Adobe Fire District

Staff Report

Date: June 10, 2023

Topic: 2023/2024 Memorandum of Understanding – Rancho Adobe Paid Firefighters Association.

Recommendation:

The districts negotiations committee recommends that the Board of Directors approve the July 1, 2023 to June 30, 2024 Memorandum of Understanding between the Rancho Adobe Fire Protection District and the Rancho Adobe Paid Firefighters Association.

Background:

The existing Memorandum of Understanding will expire on June 30, 2023. The district's negotiations team has met and reached a tentative agreement with the Rancho Adobe Paid Firefighters Association for a one-year Agreement beginning July 1, 2023, and ending on June 30, 2023. The part-time firefighter pay is tied to step one of the Firefighter EMT pay schedule and in turn will increase accordingly.

Financial Impact:

The Employment Agreement will result in a 5% raise in base pay for all steps and members represented under this agreement. Funding has been allocated in the 2023-2024 preliminary budget.

Approved by:

Jeff Veliquette
Fire Chief

Attachments:

1. 2023/2024 Memorandum of Understanding – Rancho Adobe Paid Firefighters Association

MEMORANDUM OF UNDERSTANDING
BETWEEN
RANCHO ADOBE FIRE PROTECTION DISTRICT
AND THE
RANCHO ADOBE PAID FIREFIGHTERS ASSOCIATION,
Local 1401
July 1, 2023 - June 30, 2024

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ARTICLE 1 DESIGNATION OF THE PARTIES

1.1 This Memorandum of Understanding Between Rancho Adobe Fire Protection District and The Rancho Adobe Paid Firefighters Association (together with all appendices attached hereto, this "**Agreement**") is entered into by and between the Rancho Adobe Fire Protection District ("District") and the Rancho Adobe Paid Firefighters' Association Local 1401, ("Union") (District and Union are collectively referred to herein as the "**Parties**" and individually as a "**Party**").

ARTICLE 2 RECOGNITION

2.1 The District recognizes the Union as the exclusive representative of the firefighters employed by the District.

2.2 The term "Employee" or "Employees" as used herein shall refer only to Full-Time Benefit employees employed by the District in the classification of a Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain.

ARTICLE 3 AUTHORIZED AGENTS

3.1 For the express purpose of administering the terms and provisions of this Agreement:

A. District's principal authorized agent shall be the Chair of the Board or the Fire Chief (address: 11000 Main Street, P.O. Box 1029, Penngrove, California 94951, telephone: (707) 795-6011), except where a particular District representative is specifically designated in the agreement.

B. The Union's principal authorized representative shall be its President or duly authorized representative (mailing address; P.O. Box 1051, Penngrove, California 94951, telephone: (707) 849-2395)

ARTICLE 4 SEVERABILITY

4.1 The provisions of this Agreement shall be subordinate to federal or, state laws or District provision.

4.2 If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Agreement's remaining provisions.

ARTICLE 5 FULL UNDERSTANDING, MODIFICATION, and WAIVER

5.1 This Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the Parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

5.2 It is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other Party shall not be required to negotiate, with respect to any matter covered herein.

5.3 It is agreed that only under an "emergency," as strictly defined by the Meyers-Milas Brown Act, will the District take action prior to a meet and confer with the employee representatives so long as that meet and confer is taken at the earliest practicable time following the adoption of any rule, resolution or regulation affecting employees.

5.4 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all Parties hereto, approved by the District and ratified by the membership of the Union.

5.5 The waiver of any breach of any term, or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 RENEGOTIATIONS

6.1 In the event either Party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period July 1, 2023, to June 30, 2024 its written request to begin negotiations.

6.2 Formal negotiations shall begin no later than April 1, 2024.

ARTICLE 7 TERM

7.1 This Agreement shall become effective on July 1, 2023, except as otherwise specifically provided herein and shall expire on June 30, 2024, unless otherwise agreed in writing between the Parties.

ARTICLE 8 RULES AND REGULATIONS

8.1 The following Rules and Regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

A. Rancho Adobe Policy Procedure Manual available on **Lexipol**.

8.2 District shall not change the Rules and Regulations listed herein without first meeting and conferring with the Union.

ARTICLE 9 MUTUAL RESPONSIBILITIES

9.1 District and Union recognize their mutual responsibility to provide the citizens fire services as deemed appropriate by the District.

ARTICLE 10 WORK CURTAILMENTS

10.1 Under no conditions or circumstances shall the Union or any of the Employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

ARTICLE 11 EMPLOYEE RIGHTS

11.1 Employees shall be free to participate in Union activities described in Government Code Section 3500, et seq, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State Law and the Rancho Adobe Policy Procedure Manual available on **Lexipol**.

ARTICLE 12 DISTRICT RIGHTS

12.1 The District reserves, retains, and is vested with any management rights not expressly granted to the Union under Article 8 of this Agreement. These District rights include the right to:

A. Determine and modify the organization of District government and its constituent work units.

B. Determine the nature, standard, levels, and mode of delivery of District services.

C. Determine the methods, means, number, and kind of personnel by which services are provided.

D. Lay off Employees subject to the limitations of Article 8 of this Agreement.

12.2 The District agrees that in the event the District desires to exercise any of the rights outlined in Article 12.1 (A-D), it shall, except in cases of an "emergency," as strictly defined by the Meyers-Milas Brown Act, give the Union advance, written notice of its intentions thereof and shall afford the Union the opportunity to meet and confer on the impact of the exercise of such right upon the represented employee before the decision is implemented. If such exercise of District rights is carried out under the MMBA and its strict definitions, a meet and confer is taken at the earliest practicable time following the adoption of any rule, resolution or regulation affecting employees.

ARTICLE 13 SALARIES

13.1 Newly hired or promoted employee to the rank of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain class, will be eligible to advance from Step 1 to Step 2 after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.

13.2 Advancement to the next pay Step Class will be based on the following two factors: (i) time served and (ii) receipt of a satisfactory performance evaluation.

13.3 If advancement of a step is denied due to an unsatisfactory performance evaluation, a written petition can be submitted to the department Chief within fifteen (15) business days after the promotional step advance has been denied ("Appeal"). If the Appeal has not been settled, it may lead to the grievance resolution procedure as outlined in Article 33.

13.4 Effective August 1, 2019, all ranks shall have an equal amount of five (5) Step Classes per rank.

13.5 Effective August 1, 2019, the District shall adjust the salary of the Employees that were hired prior to July 1, 2019 as follows: The Employee shall be approved to the appropriate Step Class according to the years in service on their current rank.

13.6 Effective August 1, 2019, the District shall add the compensation of the new rank of Firefighter and Firefighter Paramedic to the corresponding salaries defined in Appendix C when positions are filled.

13.7 Effective August 1, 2019, the salaries of all employees covered in this Memorandum of Understanding shall be as stated in Appendix C. The basis of this computation shall be as follow:

13.8 Hourly rates for 56.15-hour Employees shall be calculated by dividing an employee's annual salary by 2920.

13.9 Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080.

13.10 Effective July 1, 2021, the District shall compensate the salary of the employees in the Firefighter classification with a 6% pay increase. The change in compensation is reflected in the attached Appendix C. (2021)

13.11 Effective July 1, 2021, the District shall compensate the salary of the employees in the Engineer classification with a 4% pay increase. The change in compensation is reflected in the attached Appendix C. (2021)

13.12 Effective July 1, 2021, the District shall compensate the salary of the employees in the Captain classification with a 4% pay increase. The change in compensation is reflected in the attached Appendix C. (2021)

13.13 Effective July 1, 2022, the District shall compensate the salary of the Employees in the Firefighter classification with a 4% pay increase. The change in compensation is reflected in the attached Appendix C. (2022)

13.14 Effective July 1, 2022, the District shall compensate the salary of the Employees in the Engineer and Captain classification with a 3% pay increase. The change in compensation is reflected in the attached Appendix C. (2022)

13.15 Effective July 1, 2023, the District shall compensate the salary of the Employees covered in this Memorandum of Understanding with a 5% pay increase. The change in compensation is reflected in the attached Appendix C. (2023)

13.16 Effective July 1, 2023, members promoting from Firefighter EMT to Firefighter Paramedic shall retain their current pay step class in the new rank.

ARTICLE 14 INCENTIVE PAY

Bilingual – 2%

Hazardous Material Technician – 1%

Paramedic Incentive Pay

- *When a Firefighter Paramedic is promoted to Fire Engineer or Fire Captain, a base pay incentive will be added to their base salary to compensate the member for maintaining accreditation as a Sonoma County Paramedic through the Coastal Valleys EMSA. A member receiving this incentive will be considered a Paramedic for the District and shall function in that capacity while on shift.*
- *The members will be eligible to trade shifts and fill overtime positions in a Paramedic designated position in accordance with current trade and overtime policies.*
- *A Firefighter Paramedic that is promoted to Fire Engineer and maintains Sonoma County Paramedic accreditation will receive a 10% base pay incentive on top of their step category.*
- *An Engineer that is promoted to Fire Captain and maintains Sonoma County Paramedic accreditation will receive a 5% base pay incentive on top of their step category.*
- *This incentive pay is inclusive of a lateral Engineer or Captain that may be hired by the District and meets Paramedic criteria listed above.*

14.1 This pay shall be considered “Special compensation” and shall be considered to be part of the base pay of all members of this employees group for services rendered on a full-time basis during normal working hours, as well as being reflected on the overtime rate. This “Pensionable Compensation” shall have all appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the District’s contributions and conforms with CCR Title 2, §571.

ARTICLE 15 UNIFORMS

15.1 Employees provided uniforms by the District shall wear them while at work and shall be responsible for their normal maintenance and upkeep in accordance with District policy.

15.2 The District shall replace uniforms as needed, for normal wear and tear resulting from District work activities.

15.3 Uniform Allowance Upon Hire:

Uniform Shirt	2
Uniform Pants	4 (3 Dual Use -1 Class B)
Uniform Belt	1
Uniform Nametag	2
Badge	2
Hat (Ball Cap)	3
T-Shirts Short Sleeve	6
T-Shirts Long Sleeve	2
Socks	6 Pair
Uniform Jacket	1
Sweatpants	1
Sweat Shorts	1
Sweatshirt	2 (1 Crew Neck / 1 quarter zip)
Rain/Foul Weather Jacket	1
Bedding	Up to \$40.00
Boots	Station Boot / Wildland Boot as needed with BC Approval

15.4 Annual Uniform Allowance

Annual uniform allowance is designed to replace worn items on an as needed basis in order to maintain a professional appearance with the following list being a guideline:

Uniform Shirt	1 if needed
Uniform Pants	2 (Dual Use or Class B)
Hat (Ball Cap)	3
T-Shirts Short Sleeve	6 regular or 4 DFN
Sweatpants or Shorts	2 (any combination of 2)
Sweatshirts	2 (1 Crew Neck / 1 quarter zip)
Boots	Station Boot / Wildland Boot as needed with BC Approval

ARTICLE 16 OVERTIME

16.1 Work performed by an Employee in addition to their regularly scheduled shift shall be compensated at one and one-half (1.5) times the employee's regular rate of pay (see also Article 18.2).

ARTICLE 17 ACTING ASSIGNMENTS

17.1 Any Employee who works out of classification for any portion of their work shift shall be compensated as follows:

- A. Firefighters assigned as Acting Firefighter Paramedic shall receive the first Step Class of Firefighter Paramedic compensation while so assigned.
- B. Firefighters assigned as Acting Fire Engineers shall receive the first Step Class of Fire Engineer compensation while so assigned.
- C. Fire Engineers assigned as Acting Fire Captains shall receive the first Step Class of Fire Captain compensation while so assigned.
- D. Fire Captains assigned as Acting Battalion Chief shall receive the first Step Class of Battalion Chief compensation while so assigned.

The above temporary upgrade pay is reportable to CalPERS as compensation pursuant to CCR Title 2, §571(a)(3).

ARTICLE 18 CALL BACK

18.1 Employees who have completed their work shift and have gone home and are required to return to work or return to work for an alarm response shall receive a minimum of one (1) hour pay at the overtime rate. Hours worked more than the one (1) hour shall be paid at the overtime rate and after one hour (1) will be paid in half-hour increments.

18.2 Employees who are scheduled to work overtime and are told that they are not needed and therefore leave without working shall be paid one (1) hour at time and one-half if they were given less than 12 hours' notification of the cancellation. Employees required to hold over following the completion of their shift shall be paid a minimum of one (1) hour pay at the overtime rate. Hours worked more than the one (1) hour shall be paid at the overtime rate as stated in Article 16.1.

ARTICLE 19 COURT APPEARANCES

19.1 Employees subpoenaed by the District to appear in court during off-duty hours shall receive a minimum of two (2) hours' pay at the overtime rate.

19.2 If the Employee is scheduled to work at the time of the summons, the Employee will be paid at his/her regular rate. If the Employee is off duty overtime rate shall be used to compute pay.

19.3 No vacation or sick time should be used when subpoenaed by the court.

ARTICLE 20 VOLUNTARY RESPONSE

20.1 Employees who voluntarily respond to a fire during their off-duty hours and who are directed by the responsible authority on the scene to commence work shall be paid at the overtime rate.

ARTICLE 21 FAIR LABOR STANDARDS ACT

21.1 Effective July 1, 2017, the District adopted a 24-day work period which applies to sworn, non-management fire employees pursuant to Section 7(K) of the Fair Labor Standards Act. Bargaining unit members' pay will be based on 182 hours in a 24-day work period.

Additionally, regularly scheduled FLSA overtime pay (at one-half the member's base hourly rate) compensates a member for 6.34 hours per semi-monthly pay period for all hours worked between 182 and 192 in a 24-day work period. This number is derived from the following calculation:

365 days per year / 24-day work period * 10 hours of overtime per work period / 24 semi-monthly pay periods per year.

The compensation paid for these hours shall be reported to CalPERS as a part of the employee's total compensation for retirement calculations. (CCR Title 2, §571.1(4)) The 6.34 hours per semi-monthly pay period shall not be affected by vacation, sick, worker's compensation leave or any other for calculation purposes, so that employee's share of CalPERS is deducted from FLSA premium pay, the 6.34 hours will be paid separately from the semi-monthly pay. This number is computed in the following way:

Base hourly rate x 0.5 x 6.34 hours = A. A is then deducted from the member's semi-monthly rate to equal B, FLSA premium pay. A and B will total back to the scheduled semi-monthly pay rate hours taken off from regularly scheduled time.

21.2 All other overtime hours outside of regularly scheduled hours will be paid at time and one-half of a member's regular rate of pay. For purposes of determining eligibility for FLSA overtime pay, absences (i.e., sick leave, vacation leave, etc.), whether compensated or uncompensated, shall not be counted as hours worked for the purposes of determining eligibility for overtime pay.

21.3 When a shift employee is assigned to a forty (40) hour work week assignment, the District will provide the employee with the equivalent hourly rate so that the

employee's compensation will not be impacted by the missed FLSA over-max payments.

21.4 Holliday Pay has and will continue to be included in the FLSA calculation.

ARTICLE 22 VACATION

22.1 Employees shall earn and may accumulate vacation time as indicated below:

- A. Upon completion of one (1) year, six (6) shifts or one hundred forty-four (144) hours.
- B. Upon completion of five (5) years, eight (8) shifts or one hundred ninety-two (192) hours.
- C. Upon completion of ten (10) years, nine (9) shifts or two hundred sixteen (216) hours.
- D. Upon completion of fifteen (15) years, eleven (11) shifts or two hundred forty (240) hours,
- E. Upon completion of twenty (20) years, twelve (12) shifts or two hundred sixty-four (264) hours.

22.2 Employees may accumulate, but not exceed, two and a half times the total amount of vacation time earned annually.

22.3 Vacation time may be used for any unplanned, urgent personal situation without a two-week notice as stated in the Policy & Procedure Manual available on **Lexipol**. The intent is to allow an employee time off when a situation occurs that is unavoidable. In such situations, accumulated vacation time may be used in four (4) hour increments.

22.4 Employees shall be employed by the District for one (1) complete year prior to using any vacation. However, in unusual circumstances, the District may approve the use of vacation time before the Employee completes one (1) complete year with the District.

22.5 Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to restrictions.

ARTICLE 23 HOLIDAYS

23.1 The District recognizes the following fourteen (14) holidays:

New Year's Day
Dr. Martin Luther King Jr. Day
Lincoln's Birthday
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Admission Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

23.2 All other holidays proclaimed by the Governor will be subject to the meet and confer process.

23.3 All members represented by this Agreement that works 24-hour shift schedule shall receive their base hourly rate plus (8) eight additional hours for each of the above holidays defined as "Holiday Pay".

23.4 This "Holiday Pay" shall be paid on June 15 and December 15 for the previous six months of holidays.

23.5 This pay shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employees group for services rendered on a full-time basis during normal working hours pursuant to Title 2 CCR §571.1(4). This "Pensionable Compensation" shall have all appropriate Employee CalPERS contributions deducted and forwarded to CalPERS along with the District's contributions.

23.6 All members represented by this Agreement that work a standard 40-hour schedule shall take the above holidays off as opposed receiving the "Holiday Pay."

ARTICLE 24 SICK LEAVE

24.1 Sick leave will accrue at the rate of six (6) shifts or one hundred forty-four (144) hours annually.

24.2 Sick leave time may be accumulated with no limit on maximum accrual. An Employee whom retirees or an Employee whose position is eliminated and who has completed ten (10) consecutive years of employment with the District may receive payment for one-quarter (.25) of any accumulated but unused sick leave up to a maximum of seven hundred twenty (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the employee retires, or his/her position is eliminated.

24.3 Accrued sick leave hours not paid to an Employee at the time of retirement may be converted to additional service upon retirement per the contract between Rancho Adobe Fire Protection District and the California Public Employees' Retirement System (CalPERS).

24.4 Sick leave shall not be considered as a right which Employee may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on Employees for taking justifiable sick leave.

24.5 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

24.6 On taking sick leave time, Employees shall notify their appropriate department either prior to or within one (1) hour after the time set for beginning daily duties.

24.7 Sick leave shall continue to be earned while an Employee is on vacation or sick leave.

24.8 The District may allow a probationary Employee to use sick leave before it has been earned. This section does not apply to promotional or disciplinary probationary periods.

24.9 Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.

24.10 If an Employee dies, then all of the Employee's accumulated sick leave shall be paid at the regular hourly rate of pay at the time of the Employee's death. Such payment shall be made to the person named by the Employee as a beneficiary in the Employee's District provided life insurance policy.

ARTICLE 25 INDUSTRIAL INJURY OR ILLNESS

25.1 Benefits for Employees shall be provided for under Section 4850 of the Labor Code and District policies. Sick leave shall not be used for an industrial injury or illness.

25.2 A shift Employee assigned to a forty (40) Hour work week light duty assignment shall continue to receive the same benefits he or she received as a fifty-six (56) hour employee except as set forth herein. Holiday pay will be governed by Article 23.

ARTICLE 26 LEAVE OF ABSENCE

26.1 Employees may request a leave of absence, without pay, in writing to the District upon the exhaustion of their accumulated paid leave.

26.2 The requirement to use all accrued sick leave or vacation leave does not apply in situations where state or federal law does not allow the employer to require the use of vacation or sick leave prior to granting an unpaid leave of absence. As of the date of adoption of this agreement, exceptions exist for state pregnancy disability leave and leave for military duty. When an employee requests to take a leave of absence without pay and is currently within the period of time covered by state pregnancy disability leave (CCR Title 2 Division 4 Section 7291.2 et seq.), the employee is not required to exhaust accrued vacation prior to taking the leave of absence. An employee who is absent from work for military duty, including weekend training drills, is not required to exhaust accrued vacation prior to taking the leave of absence. (Uniformed Services Employment and Re-Employment Rights Act of 1994, 38 USC 4301 et seq.).

These requests may be approved as follows:

A. By the on-duty Battalion Chief for a time not exceeding twenty-four (24) working hours.

B. By the Chief of the Department for any time exceeding twenty-four (24) working hours.

ARTICLE 27 JURY LEAVE

27.1 Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.

27.2 Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty be remitted to the District.

ARTICLE 28 BEREAVEMENT LEAVE

28.1 The District shall allow up to three (3) twenty-four (24) hour shifts or five (5) eight (8) hour shifts off with pay for the death of an immediate family member identified as one of the following: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, step-parents, grandparents and grandchildren.

In the event of a death to a member of an employee's family who is not specifically listed above, the district shall allow the employee (1) twenty-four (24) hour shift off with pay.

ARTICLE 29 MILITARY LEAVE

29.1 An Employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, Federal Uniformed Services Employment and Re-Employment Rights Act and policies. The Employee shall furnish to the District satisfactory proof of orders to report for duty and of actual service pursuant to such orders. Employees with less than one-year District service shall take such leave without compensation from the District as provided in the Military and Veterans Code.

ARTICLE 30 CATASTROPHIC LEAVE

30.1 Employees may donate accrued sick leave or accumulated vacation leave to other employees who suffer a catastrophic illness or injury or to care for a spouse, qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness.

30.2 Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury.

30.3 Employees who have successfully completed one (1) year in paid status shall be eligible for catastrophic leave due to their serious illness or injury or serious illness or injury to a spouse, qualified domestic partner, parent or dependent minor child.

30.4 The Employee must first exhaust all accrued sick leave and vacation leave before qualifying for catastrophic leave.

30.5 Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other employees to a specific qualified employee.

30.6 Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating Employee must have a vacation leave or sick leave balance of at least forty (40) hours after the donation of sick/vacation time. Employees may donate all of their accrued administrative leave.

30.7 An Employee requesting catastrophic leave must receive the recommendation of the department head and the approval of the District. Such leave may initially be approved up to a maximum of three hundred forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred forty (340) donated hours may be recommended and approved.

30.8 All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between donating Employee and recipient.

30.9 Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers' Compensation Leave.

30.10 While an Employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

ARTICLE 31 INSURANCE PROGRAM

31.1 Through the term of this Agreement, the District shall provide to the Employee and their dependent, at no cost to employees, the insurance programs in effect during the preceding Memorandum of Understanding.

31.2 At a minimum, these include medical, dental (including orthodontic coverage) vision, life, and long-term disability coverage.

31.3 No change will be made to the current carrier or the current level of coverage during the term of this Agreement without the mutual agreement of both the District and the Union.

31.4 The District also provides, at no cost to the Employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.

31.5 Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuations under state or federal law

(known as COBRA). Notice of right, if any, to this coverage, will be provided at or near the time of the qualifying event.

31.6 Employees that retire with good standing from Rancho Adobe Fire District after twenty years of service under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300.00 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 200212003 dated November 20, 2002.

31.7 Medical retirement benefits are available pursuant to term adopted by the Board of Directors of the District.

31.8 H.S.A. accounts are funded in six-month increments, in January and July of each year. HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. If an employee leaves the District after payment, those months of paid HSA applied to time not to be worked by the employee must be compensated to the District. Compensation can be through cash reimbursement to the District or deduction from final pay, at the employee's election.

31.9 Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year.

31.10 All H.S.A. accounts will be opened by the District with Patelco Credit Union.

31.10.1 If a participant is unable to open a qualified HSA account, the participant will be provided 60 days to address any such issues with Patelco.

31.10.2 If the issue is resolved, the District will add the missed payments, retroactively, no later than the next scheduled disbursement; or sooner at the District's discretion.

31.10.3 The District is under no obligation to compensate that participant in any other manner.

31.11 Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation.

31.11.1 To calculate that amount, the District will divide the full funding received on January 1 by 12 months in the year, times the number of full calendar months remaining in the period that has been pre-funded.

31.11.2 This will be withheld from the final paycheck, to the extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole.

31.12 Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per Family per calendar year, beginning January 1, 2020.

ARTICLE 32 RETIREMENT

32.1 The District shall continue to provide the Cal PERS "2%@50" retirement plan for "Classic*" Employees. This plan is more specifically known as Public Employees Retirement System, Local Safety Members 2% at 50 Full Formula.

Union members covered by this Article 32 shall retain member contributions made by the District ("EPMC") to members' CalPERS accounts made prior to January 31, 2014, as additional compensation for retirement purposes as provided in CalPERS code Sections 20636 and 20691.

In accordance with the 2012 Public Employee's Pension Reform Act (PEPRA) any employee new to the PERS system (hired or PERS eligible after January 1, 2013) will be enrolled into the new 2.7% at 57 programs. Once enrolled in this program the employee will be responsible to pay 50% of the normal cost as directed by CalPERS. Employees with prior PERS service credit will be enrolled in the appropriate PERS formula based on Cal PERS regulations.

"Classic" Employees are defined by Cal PERS as, members who were hired prior to December 31, 2012 and will contribute 12% of compensable income as a retirement contribution.

32.2 The District acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Firefighter or Peace Officer who dies in the line of duty, health benefits as prescribed by law.

ARTICLE 33 GRIEVANCE

33.1 Definitions: A "grievant" is an Employee, a group of Employees or the Union with a grievance. A "Grievance" is a claimed violation, dispute, misinterpretation, inequitable application or non-compliance with any provision of this Agreement, or any District ordinance, resolution, rule or regulation affecting working conditions; including disputes over Punitive actions.

33.2 In the event of a Grievance the District and the Union agree to adhere to the grievance resolution procedure identified in Section 1020 of the Rancho Adobe Policy Procedure Manual. (Lexipol)

ARTICLE 34 MINIMUM STAFFING

34.1 Effective July 1, 2019, the District will maintain a minimum of nine (9) full time benefited Captains and nine (9) full time benefited Engineers. The rest of the positions may be filled by part-time employees until the positions are filled by Full-Time Firefighter and Firefighter Paramedic. The daily on-duty staffing will consist of nine (9) suppression personnel on duty (as listed below). In determining minimum staffing, Battalion Chief shall not be counted.

Cotati Station 1:

Captain

Engineer

Firefighter (Shall be Firefighter Paramedic when paramedic program starts)

Penngrove Station 2:

Captain

Engineer

Firefighter

Liberty Station 3:

Captain

Engineer

Firefighter

34.2 Effective December 1, 2019, the District shall maintain a minimum of six (6) full time benefited Firefighters.

34.3 If a suppression position in Article 34 becomes vacant due to illness, vacation or for any other reason, the position will be filled in accordance with the District "Hire Back Practice". The Hire Back Practice is defined as the vacant position being filled through the following steps: first on a volunteer bases, second by qualified actor and third by mandatory. Before imposing a Mandatory Overtime shift, the position can be filled voluntary by going to another qualified rank.

ARTICLE 35 EDUCATIONAL INCENTIVE

35.1 The District has agreed to pay for the approved classes as listed under the attached **Appendix D**. Any classes beyond the standard State Fire Marshal Certificate Program shall be reimbursed to the employee with the pre-approval by the

Chief of the Department, as long as the class applies to the Employee's regular duties. In order to qualify for reimbursement of tuition fees, the class must be completed with a passing grade.

35.2 Additions or deletions to the class list in **Appendix D** shall be by mutual agreement of the District and the Union.

35.3 If the classes listed in **Appendix D** (or as otherwise mutually agreed upon) are not available and/or the Employee is unable to take the class(es) due to reasons out of the Employee's control, class(es) may be taken outside Sonoma County. If a class is taken outside of Sonoma County hotel and mileage compensation shall be reimbursed by the District at the IRS mileage standard of rate, with pre-approval by the Chief of the Department. If a District vehicle is utilized, the mileage compensation will be voided.

ARTICLE 36 LABOR/MANAGEMENT COMMITTEE

36.1 Quarterly meetings shall be held between the Union and Management/the Board of the District to promote a positive relationship between the parties.

36.2 The District shall allow the Union one (1) seat on any committee whose actions could affect working conditions.

ARTICLE 37 Tobacco Use

37.1 The District does not permit the use of Tobacco in any of its buildings or apparatus. The District shall provide the necessary assistance through the Employee Assistance Program to stop the usage of Tobacco if needed.

ARTICLE 38 OCCUPATIONAL SAFETY/HEALTH

38.1 Twenty-four (24) hour shift Employees are allowed to spend one (1) hour per day in physical fitness training as long as the time does not interfere with Department duties and responsibilities.

38.2 The District shall supply Employees with the appropriate safety equipment required to accomplish their tasks safely.

38.3 In addition to the Uniform requirements of Article 14.3, the District shall supply to all paid line personnel a second set of turn out gear that is in good, safe and serviceable condition.

ARTICLE 39 PERSONAL EQUIPMENT REPLACEMENT

39.1 The District shall replace personal equipment that is lost or damaged during District activities as long as the damage was not caused by abuse or misuse.

ARTICLE 40 SPECIAL PROJECTS

40.1 Any project that is not within the normal day to day operation of the district regarding building /vehicle maintenance is considered a special project. The District will hold a meet and confer with the Union before any special project is started to ensure that all safety issues, concerns, or equipment needed for the said project are addressed.

ARTICLE 41 Seniority

41.1 Seniority is defined as the total length of continuous service as a full-time, paid Employee with the District. Date of hire as a full-time Employee either by Cotati, Penngrove or Rancho Adobe Fire Districts. In determining an Employees' seniority, the continuity of his/her service will be deemed broken by the termination of employment by reason of 1. Resignations. 2. Discharge of cause. 3. a lay off for more than 18 months. 4. Failure to return immediately on the expiration of a leave of absence of acceptance of other employment while on a leave of absence.

Continuity of service will not be broken, and seniority will continue to accrue when an Employee; 1. is inducted, enlists or is called to active service in the armed forces of the United States, the Merchant Marines, or pursuant act of Congress which provides that the Employee is entitled to reemployment rights: 2. is on duty with the National Guard; 3. is absent due to a layoff for a period of less than 18 months. For those hired on the same date, length of volunteer service with Cotati, Penngrove, and Rancho Adobe Fire prior to full-time employment shall be used to determine seniority.

ARTICLE 42 UNION BUSINESS LEAVE

42.1 The Union Time Bank shall be established, allowing members of the Union designated by the Union's President, to utilize the time bank for Union activities. The District shall count the time Union unit members take off for Union business leave as "time worked" for calculating overtime as described in Article 15. The District shall count the time Union members take off for Union Business as time in paid status for the purpose of determining any other employment benefits.

42.2 District Approval of Union Business Leave

Use of Union Business Leave is subject to approval by the District, but the District shall not unreasonably deny such leave, including, but not limited to, any period of time when the Time Bank is exhausted.

42.3 Contributions to the Union Time Bank

The Union shall maintain the Time Bank and account for the donation and disbursement of Union Business Leave hours. All vacation hours contributed by unit members to the Union Bank shall be credited on an hour for hour basis regardless of hourly pay differentials between contributing unit members.

42.4 Participating unit members shall contribute vacation hours to the Time Bank at the following rate:

48-hour shift = 15 minutes biweekly for a total of 30 minutes per month

Any Employee reaching their maximum vacation allowance shall contribute the additional hours to the Union Bank.

42.5 To contribute vacation hours to the Union Time Bank, a Union member must submit a "Voluntary Authorization for Deduction of Vacation Hours" form provided by the Union. The District shall begin deduction of vacation hours no later than ten days following receipt of completed authorization form. There shall be no retroactive deductions, payoffs, or use of these hours for non-Union business.

42.6 Union Business Leave Charged to Union Time Bank

When a member takes Union Business Leave, the leave shall be charged to the Union Time Bank described in Section 18.1. The leave shall be deducted from the Union Time Bank of vacation hours on an hour for hour basis. To the extent possible, the Union shall avoid taking Union Business Leave when the use of the leave would require overtime backfill.

42.7 District-Initiated Meetings

The Time Bank shall not be charged for one Union representative to attend District-initiated meetings. If the Union wishes to have more than one Union representative attend District-initiated meetings, the additional representatives shall charge their time to the Time Bank.

42.8 Insufficient Hours in Time Bank

The Union is responsible for ensuring that Union Business Leave does not exceed the Union Time Bank. In the event the hours of Union Business Leave exceed the balance in the Union Time Bank, no additional Union Business Leave will be allowed until one pay period following the pay period in which the Union Time Bank returns to a positive balance. The Union Time Bank shall not maintain a negative balance.

For each month, the District shall report the number of hours remaining in the Union Time Bank and post it with the Vacation and Sick Hours Reports.

42.9 The District Liability

The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit members.

Recommendation

The Union Negotiation Committee shall recommend the ratifications of this Agreement to the Union Membership. The Board of Directors' Negotiation Committee shall recommend the ratifications of this Agreement to the Rancho Adobe Fire Protection District Board of Directors.

This agreement was ratified by the Rancho Adobe Fire Protection District Board of Directors on June 21, 2023 at the regular Board of Directors Meeting.

Eric Gromala
President, Rancho Adobe Paid Firefighters Association, Local 1401

Brian Proteau
President, Board of Director – Rancho Adobe Fire Protection District

Appendix C

(56.15 Hrs. Shift Week/2920 Hours per Year)

(40 Hrs. Shift Week/2080 Hours per Year)

Effective July 1, 2023

Rank	Per	1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step
Firefighter	Year	\$65,778.70	\$69,164.35	\$72,590.94	\$76,245.30	\$80,037.43
	Month	\$5,481.56	\$5,763.70	\$6,049.25	\$6,353.78	\$6,669.79
	Semi-Monthly	\$2,740.78	\$2,881.85	\$3,024.62	\$3,176.89	\$3,334.89
	Hour	\$22.53	\$23.69	\$24.86	\$26.11	\$27.41
40 Hrs.	Hour	\$31.62	\$33.25	\$34.90	\$36.66	\$38.48

Rank	Per	1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step
Firefighter Paramedic	Year	\$78,934.43	\$82,997.22	\$87,109.13	\$91,494.36	\$96,044.91
	Month	\$6,577.87	\$6,916.44	\$7,259.09	\$7,624.53	\$8,003.74
	Semi-Monthly	\$3,288.93	\$3,458.22	\$3,629.55	\$3,812.27	\$4,001.87
	Hour	\$27.03	\$28.42	\$29.83	\$31.33	\$32.89
40 Hrs.	Hour	\$37.95	\$39.90	\$41.88	\$43.99	\$46.18

Rank	Per	1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step
Engineer	Year	\$81,678.09	\$84,917.97	\$88,336.38	\$91,887.37	\$95,597.80
	Month	\$6,806.51	\$7,076.50	\$7,361.37	\$7,657.28	\$7,966.48
	Semi-Monthly	\$3,403.25	\$3,538.25	\$3,680.68	\$3,828.64	\$3,983.24
	Hour	\$27.97	\$29.08	\$30.25	\$31.47	\$32.74
40 Hrs.	Hour	\$39.27	\$40.83	\$42.47	\$44.18	\$45.96

Rank	Per	1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step
Captain	Year	\$99,389.15	\$103,180.83	\$107,469.13	\$111,774.22	\$114,484.30
	Month	\$8,282.43	\$8,598.40	\$8,955.76	\$9,314.52	\$9,540.36
	Semi-Monthly	\$4,141.21	\$4,299.20	\$4,477.88	\$4,657.26	\$4,770.18
	Hour	\$34.04	\$35.34	\$36.80	\$38.28	\$39.21
40 Hrs.	Hour	\$47.78	\$49.61	\$51.67	\$53.74	\$55.04

Appendix D

Firefighter

- Fire Apparatus Driver/Operator 1A- Driver/Operator Course Plan
- Fire Apparatus Driver/Operator 1B- Pumping Apparatus Operations Course Plan
- Water Tender Operations Course Plan
- Wildland Fire Apparatus Course Plan

Engineer

- Trench Rescue
- Confined Space Rescue Technician
- ICS 300
- Company Officer 2A – HR Management Course Plan
- Company Officer 2B – General Administrative Functions Course Plan
- Company Officer 2C – Fire Inspections and Investigations Course Plan
- Company Officer 2D – All-Risk Command Operations Course Plan
- Company Officer 2E – Wildland Incident Operations Course Plan
- SFM Instructor 1- Instruction Methodology Course Plan
- S-215 – Fire Operations in the Wildland Urban Interface
- S-230/231 – Crew/Engine Boss
- S-270 Basic Air Operations
- S-290 Intermediate Wildland Fire Behavior
- CA-219 Firing Operations

Captain

- ICS 400
- Chief Fire Officer 3A – Human Resources Management Course Plan
- Chief Fire Officer 3B – Budget and Fiscal Responsibilities Course Plan
- Chief Fire Officer 3C – General Administration Functions Course Plan
- Chief Fire Officer 3D – Emergency Service Delivery Responsibilities Course Plan
- S-390 Introduction to Wildland Fire Behavior Calculations
- Haz Mat IC

**CONSIDERATION
ADMINISTRATIVE
MANAGER
EMPLOYMENT
AGREEMENT**



Rancho Adobe Fire District

Staff Report

Date: June 10, 2023

Topic: 2023/2024 Employment Agreement – Administrative Manager

Recommendation:

The districts negotiations committee recommends that the Board of Directors approve the July 1, 2023 to June 30, 2024 Employment Agreement between the Rancho Adobe Fire Protection District and the Administrative Manager

Background:

The existing Employment Agreement will expire on June 30, 2023. The District's negotiations team has met and reached a tentative agreement with the Administrative Manager for a one-year Employment Agreement beginning July 1, 2023 and ending on June 30, 2023.

Financial Impact:

The Employment Agreement will result in a 5% raise in base pay for all steps and members represented under this agreement. Funding has been allocated in the 2023-2024 preliminary budget.

Approved by:

Jeff Veliquette
Fire Chief

Attachments:

1. 2023/2024 Administrative Manager Employment Agreement.

**RANCHO ADOBE
FIRE PROTECTION DISTRICT**

CONFIDENTIAL ADMINISTRATIVE MANAGER
(Employment Agreement)

JULY 1, 2023 THROUGH JUNE 30, 2024

ADMINISTRATIVE MANAGERS EMPLOYMENT AGREEMENT
Approved by Board

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RANCHO ADOBE FIRE PROTECTION DISTRICT
Administrative Manager Employment Agreement
Page 3

SECTION 1 **DEFINITIONS**

- A. “District” shall mean the Rancho Adobe Fire District.
- B. “Board” shall mean the Board of Directors of the Rancho Adobe Fire District.
- C. “Employer” also referred to as “District” shall mean the Rancho Adobe Fire District.
- D. “Chief” shall mean the Fire Chief of the District.
- E. “Employee(s)” shall mean Administrative Manager who is employed by the District.
- F. “Anniversary Date” shall mean the first day of the month an employee is employed in any position.
- G. “Retirement” shall mean a condition by which an employee has terminated their employment with the District by retiring through the Public Employees Retirement System.
- H. “Confidential Employee” shall mean any employee privy to information leading to decisions of management that effect employee relations, and shall include all Administrative Managers employed by the District as of January 1, 2006.

SECTION 2 **SALARIES**

- A. The semi-monthly salary for the Administrative Manager will be \$4417.08 for July 1, 2023 – June 30, 2024.

SECTION 3 **HOURS OF WORK**

- A. The weekly pay and duty schedules for the Administrative Manager are based on a thirty-eight (38) hour workweek and based upon four (4) nine-hour days, and any combination thereof to reach the required minimum hours per week. At the Chief’s discretion, the Administrative Manager may receive approval for a flexible schedule other than 8:30 a.m. to 5:30 p.m.
- B. The Fire Chief has the authority to adjust the work hours of the Administrative Manager for the benefit of the District.
- C. To complete the responsibilities and tasks associated with their positions, the Administrative Manager may be required to work hours in excess of their assigned thirty-eight (38) hours per week. To complete special projects and/or additional administrative/operational responsibilities as assigned and authorized by the Chief.

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

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SECTION 4 HEALTH, DENTAL, VISION CARE INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

- A. No change will be made to the current level of coverage during the term of this agreement without the mutual agreement of both the District and the Administrative Manager.

Through the term of this agreement, the District shall provide to Employees and their dependent(s), at no cost to Employees, the types of insurance programs in effect during the preceding Memorandum of Understanding. At a minimum, these include medical, dental (including orthodontic coverage) vision, life and long-term disability coverage. The District may offer alternative plans based upon advice of the District Broker or Insurance affiliate, as long as there is at least two plans to choose from. Failure for any employee group to meet the minimum requirements for enrollment will result that the whole employee group be enrolled into the majority health plan group.

- B. The District also provides, at no cost to the employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.
- C. Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuation under state or federal law (known as COBRA). Notice of rights, if any, to this coverage will be provided at or near the time of the qualifying event.
- D. Medical retirement benefits are available pursuant to terms adopted by the Board of Directors of the District.
- E. Employees that retire with good standing from the Rancho Adobe Fire District after twenty years of service under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 2002/2003 dated November 20, 2002.
- F. H.S.A. accounts are funded in six-month increments, in January and July of each year. By January 1, HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year. All H.S.A. accounts will be opened by the District with Patelco Credit Union. If a participant is unable to open a qualified HSA account, the District is under no obligation to compensate that participant in any other manner. Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation. To calculate that amount, the District will divide the full funding received on January 1 by 12 mos. in the year, times the number of full calendar months remaining in the period that has been pre-funded. This will be withheld from the final paycheck, to the extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole.

Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per Family per calendar year, beginning January 1, 2020.

ADMINISTRATIVE MANAGER EMPLOYMENT AGREEMENT

Approved by Board:

SECTION 5 LIFE INSURANCE

Employees have life insurance coverage which is paid by the District. All eligibility issues of criteria and benefits are determined by the insurance plan administration.

SECTION 6 LONG-TERM DISABILITY INSURANCE

Employees are covered by long-term disability insurance at District expense. All eligibility issues of criteria and benefits are determined by the insurance plan administration.

SECTION 7 VACATION

A. Vacation accruals for Administrative Manager are as follows:

One Year	104 hours annually
Five Years	160 hours annually
Ten Years	184 hours annually
Fifteen Years	208 hours annually
Twenty Years	224 hours annually

Employee must work continuously from year to year to accrue vacation hours pursuant to the following schedule:

- B. Employee accrues vacation leave on a monthly pro-rated basis.
- C. Cap On Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two and one half years' vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, she/he will resume earning vacation benefits from that day forward. In such a case, no benefits will be earned for the period in which the employee's benefits were at the maximum.
- D. Upon termination of employment or retirement, an Administrative employee will be paid for their accrued and unused vacation leave.
- E. Vacation requests shall be made as outlined in District procedures. Use of vacation time shall be charged in eight (8) hour increments.
- F. Cash out of vacation time will be allowed up to a maximum of one week, or 32 hours, not more than twice per year. Prior approval must be given by Fire Chief before cash out occurs.
- G. Any balance of unused accumulated vacation leave at time of retirement may be converted to additional service credit for each day of unused vacation leave (i.e., 250 days vacation leave equals one additional year of service credit) to the extent allowed by PERS.

SECTION 8 HOLIDAYS

A. Recognized Holidays include:

- New Years' Day - January 1st
- Dr. Martin Luther King Jr. Day - third Monday of January
- Lincoln's Birthday - February 12th
- Presidents' Day - third Monday of February
- Cesar Chavez Day - March 31st
- Memorial Day - last Monday of May
- Independence Day - July 4th
- Labor Day - first Monday of September
- California Admission Day - September 9th
- Columbus Day – second Monday of October
- Veterans' Day - November 11th
- Thanksgiving Day - fourth Thursday of November
- Day after Thanksgiving Day
- Christmas Day - December 25th
- And all other holidays proclaimed by the Governor

- B. Those Administrative employees will be given the Holiday off with Saturday Holidays observed the preceding Friday and Sunday Holidays observed the following Monday.
- C. All members represented by this Employment Agreement shall receive in cash the sum equal to eight (8) hours compensation at their normal straight pay rate for each of the above holidays. This "holiday pay" shall be paid in June and December for the holidays that were worked and occurred in the previous six months. This pay shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employee's group for services rendered on a full-time basis during normal working hours. This "pensionable compensation" shall have appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the required District's contributions.

SECTION 9 SICK LEAVE

- A. 144 hours of sick leave are allowed annually. A physician's certificate shall be required to verify an employees' ability to return to work following any work-related illness or injury of any duration. A physician's certificate shall also be required to verify an employee's ability to work following any serious injury or illness.
- B. Unused sick leave will carry over from year to year.
- C. Employees who have worked ten (10) consecutive years with the District shall receive payment for 1/4 of any accumulated but unused sick leave to a maximum of 720 hours upon retirement or if their position is eliminated. Any balance of unused accumulated sick leave at time of retirement may be converted to additional service credit for each day of unused sick leave (i.e., 250 days sick leave equals one additional year of service credit) to the extent allowed by PERS.

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

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- D. Use of sick time shall be charged by deducting four (4) hour increments.
- E. Sick leave shall continue to be earned while an employee is on vacation or sick leave.
- F. Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.

SECTION 10 FUNERAL LEAVE

- A. In the event of a death of an immediate family member (parent, sibling, spouse, child, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, grandparents and grandchildren) an employee will be eligible for up to 40 hours off with pay.
- B. Time off in excess of allotted hours is available upon the prior approval of the Chief and shall be taken without pay, unless the employee chooses to use available vacation or sick leave.
- C. Employees may take time off with pay, up to eight hours, to attend the funeral of other family members or a close personal friend upon the prior approval of the Chief

SECTION 11 LAYOFF AND REHIRE

- A. The Administrative employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to probationary or temporary status) within the District. Where different employees are hired or promoted on the same date, the order of seniority in either department or classification shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be granted the most seniority).
- B. Lay-offs or position eliminations shall be done in accordance with the District's Lay-Off Policy.

SECTION 12 RETIREMENT PLAN

- A. "Classic" employees are defined in the PEPRA. The PEPRA calls for all "Classic" Miscellaneous employees to be paying 8% of salary towards their CalPERS Miscellaneous retirement by January of 2018. In order to make a major step towards this goal, as of February 1st, 2014, the current 8% of salary that the District pays towards the employee's share of CalPERS retirement, as negotiated in previous years in lieu of wage increases, shall be transferred to the employee pay scales. On this same date, all eligible "Classic" Miscellaneous employees will take over payment of 100% of the 8% of salary retirement contribution.

Administrative Managers covered by this Section 15 shall retrain member contributions made by the District ("EPMC") to members' CalPERS accounts made prior to January 31, 2014 as additional compensation for retirement purposes as provided in CalPERS Code Sections 20636 and 20691.

ADMINISTRATIVE MANAGER EMPLOYMENT AGREEMENT

Approved by Board:

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

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SECTION 13 PROMOTIONS

All positions within the District shall be filled per standard promotional and hiring standards. Promotional examinations shall be first offered to qualified District employees. Only in the event that there are not enough qualified candidates, in the discretion of the Chief and the Examination Committee, to create a competitive promotional examination shall the District open the position to applicants outside the District to fill said position.

SECTION 14 STAFF VEHICLES

- A. Other Administrative employees can be assigned staff vehicles, as needed, for the conducting of District business including the need for emergency recall.
- B. The use of District vehicles shall be in accordance with District policy as outlined in the Operations Manual.

SECTION 15 USE OF PRIVATE VEHICLES

- A. The use of private vehicles by Administrative employees for conducting District business shall be limited to those situations approved by the Fire Chief.

Those situations can include: off-duty recall, an emergency where a staff vehicle is not available; extended absences from the District due to attendance at a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.

- B. Those Administrative employees who use their private vehicle for District business, as outlined in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy in accordance with IRS Regulations.
- C. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Operations Manual.

SECTION 16 JURY DUTY

The District will pay wages when an Administrative employee is summoned and chosen for jury duty. All jury fees earned by the employee shall be reimbursed to the District.

SECTION 17 FULL UNDERSTANDING, MODIFICATION WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether

formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

ADMINISTRATIVE MANAGER EMPLOYMENT AGREEMENT

Approved by Board:

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

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No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the District and ratified by the membership of the Administrative Manager.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 18 RENEGOTIATIONS

In the event either party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period July 1, 2023 to June 30, 2024 its written request to begin negotiations.

Formal negotiations shall begin no later than April 1, 2024.

SECTION 19 TERM

This Agreement shall become effective on July 1, 2023, except as otherwise specifically provided herein, and shall expire when replaced with a successor agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: _____

Rancho Adobe Fire District

By: _____

Title: _____

Dated: _____

By: _____

Jennifer Bechtold

All parties listed above agree to the terms and conditions of the Employment Agreement.

ADMINISTRATIVE MANAGER EMPLOYMENT AGREEMENT

Approved by Board:

DISCUSSION ON CHANGE IN BANK SIGNERS



Rancho Adobe Fire District

Staff Report

To: Rancho Adobe Fire District Board of Directors

From: Jennifer Bechtold, Administrative Manager/Board Clerk

Subject: Summit State Banking Changes

Date: June 13, 2023

Background:

Due to the promotion of Battalion Chief James Deurloo, the District will need to update the account signers for Summit State Bank. Currently, we have Battalion Chief Mike Weihman as a signer, and he will need to be removed due to his retirement in July 2023

Recommendation:

I recommend the Board of Directors approve a change in current signers, removing Battalion Chief Mike Weihman and adding Battalion Chief James Deurloo as signer.

Once all changes have been made to Summit State Bank, the bank signers will be Chief Jeff Veliquette, Battalion Chief's Andy Taylor, Herb Wandel and James Deurloo, and Directors Mark Hemmendinger, Brian Proteau, Michael Gadoua and Sage Howell.

DISCUSSION ON CHANGE ORDERS FOR HVAC SYSTEM



Rancho Adobe Fire District

Staff Report

Date: June 13, 2023

Topic: Change Orders – HVAC Capital Improvement Project

Recommendation:

Board approval is requested for two change orders to the HVAC contract approved on February 15th, 2023, with CL Heating and Air Inc., in the amount of \$6,563.00 for a total contract amount of \$109,063.

Background:

The Board approved a contract with CL Heating and Air Inc., for heating and air conditioning repair and installation at the Cotati and Liberty fire stations. The amount of the initial contract was \$109,063. Additional work was required to complete the project and resulted in 2 proposed change orders in the total amount of \$6,563. In approving the initial contract, the Board delegated the Chief the authority to approve change orders up to 20% of the contract value prior to final Board action. Combined, these two proposed change orders total an additional 6.4% of the contract value.

Financial Impact:

Funds have been identified and budgeted in the 2022/23 capital budget account 9510.

Options:

No other options have been identified.

Approved by:

Jeff Veliquette
Fire Chief

Attachments: CL Heating and Air Inc., change orders #1001 & 1002

CL HEATING AND AIR INC
 215 24TH STREET
 SACRAMENTO, CA 95816
 916-792-2542

CHANGE ORDER

001001

TO: RANCHO ADOBE FIRE DISTRICT		PHONE	DATE 4/11/23
		JOB NAME/NUMBER 2302	
		JOB LOCATION LIBERTY STATION	
EXISTING CONTRACT NUMBER	EXISTING CONTRACT DATE	TIME EXTENSION NA	JOB PHONE NA

We hereby agree to make the change(s) specified below:		AMOUNT +/-
NEW 12" ROUND WIRE FLEX		
NEW 10" ROUND WIRE FLEX		
NEW 6" ROUND WIRE FLEX		
NEW 8" ROUND WIRE FLEX		
PANDUITS and sealant		
TOTAL FOR PARTS AND MATERIAL		\$428
FIELD LABOR 8HRS @\$125		\$1000
PM TIME 2HR @\$100HR		\$200
FUEL		\$50
SUB TOTAL		\$1,678
15% MARK UP		297

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this total price:		\$ 1975.00
DATE 4/11/23	PREVIOUS CONTRACT AMOUNT	\$ 102,500.00
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL	\$ 104,475.00

ACCEPTED – The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.


 DATE OF ACCEPTANCE

 SIGNATURE (OWNER)

CHANGE ORDER

CL HEATING AND AIR INC
 215 24TH STREET
 SACRAMENTO, CA 95816
 916-792-2542

1002

TO: Rancho Adobe Fire District		PHONE	DATE 4/18/23
		JOB NAME/NUMBER 2302	
		JOB LOCATION liberty station	
EXISTING CONTRACT NUMBER	EXISTING CONTRACT DATE	TIME EXTENSION na	JOB PHONE na
We hereby agree to make the change(s) specified below:			AMOUNT +/-
Platform labor 8 hrs @\$125			1000
Water piping labor 16 Hrs @\$125			2000
Platform material			75
Water Piping labor			375
PM Time 4 hrs @\$100 hr			400
Fuel			50
sub total			3900
mark up 15%			688
NOTE: This Change Order becomes part of and in conformance with the existing contract.			
WE AGREE hereby to make the change(s) specified above at this total price:			\$4588
DATE 4/18/23	PREVIOUS CONTRACT AMOUNT		\$
AUTHORIZED SIGNATURE (CONTRACTOR) 	REVISED CONTRACT TOTAL		\$
ACCEPTED - The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.			DATE OF ACCEPTANCE
			SIGNATURE (OWNER)

**DISCUSSION ON
CHANGE ORDERS
FOR
PENNGROVE
REMODEL**



Rancho Adobe Fire District

Staff Report

Date: June 13, 2023

Topic: Station #2 Renovation – Prime Contract Change Order #1

Recommendation:

Board Approval is requested for a Prime Contract Change Order (#1) to the to the contract approved February 15, 2023, with FRC Inc., in the amount of \$49,760.60 for a total revised contract amount of \$1,057,260.60.

Background:

The Board approved a contract with FRC. Inc, for renovation of the Rancho Adobe Fire Station #2 – Penngrove Station. The amount of the initial contract was \$1,007,500. Additional work was determined to be required for several reasons including additional asbestos abatement, existing conditions, and code requirements. The additional work required resulted in five proposed change orders (PCO) in the amount of \$49,760.60.

The District is contracted with STRATA a/p for project management and oversight. Each of the proposed change order items has been vetted for necessity and cost prior to the districts approval.

In approving the initial contract, the Board delegated the Chief the authority to approve change orders up to 20% of the contract value prior to final Board action. Combined, the five potential change orders total an additional 4.9 % of the original contract amount.

Financial Impact:

Funds Have been identified and budgeted in the 2022/23 capital budget account 9510.

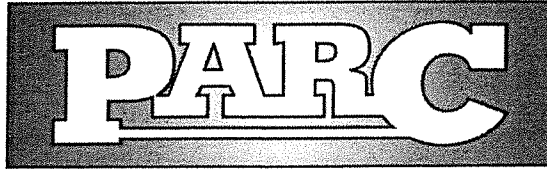
Options:

No other options have been identified.

Approved by:

Jeff Veliquette
Fire Chief

Attachments: Prime Contract Change Order #1(PCO# 002, 003, 005, 006, 009)



ENVIRONMENTAL

Solutions Made Easy

CA Lic. #501913 NV Lic. #0034638 DOSH Registration #19 Hauler Registration #2908 EPA #CAR000263707

24 Hour Emergency Spill Response • Asbestos Abatement • Lead Paint Removal • Hazardous Waste Hauling & Disposal
Soil Remediation • Site Assessments • Microbial Decontamination • Indoor Air Quality • Lab Packing • Hydroblasting

PROPOSAL NO: Change Order #1

DATE: 4-27-2023

PHONE: 707-837-5065

TO: FRC Inc.

Email: bids@frcinc.biz

JOB NAME: Rancho Adobe Fire Station

PARC Environmental, hereinafter designated as PARC, proposes to perform the following Scope of work:

Remove and dispose of sheetrock in entirety.

PARC acknowledge addendums 1,2, and 3.

Pricing is based on the following:

- Work will be completed in 1 mobilization.
- State prevailing wages will be paid.
- PARC will haul off all waste debris associated with PARC'S scope of work.
- All work will be done in compliance with job specifications, State and Federal regulations.

Cost: \$20,520.00

Labor 104 hours: \$9,309.00

APCD Fee: \$860.00

Hauling and Disposal RACM Asbestos and C&D: \$4,400.00

PPE/Disposable Materials: \$2,900.00

Equipment/Truck: \$3,051.00

EXCLUSIONS: replacement of abated materials, third party monitoring/clearances, DOP/challenge testing of negative air machines, demolition of structural components, shoring/bracing, and bond. Unless otherwise noted, this is a lump sum proposal; quantities listed are informational only and not to be used for deductive pricing.

PROPOSAL TERMS: All work shall be performed in accordance with state and federal regulations pertaining to abatement of hazardous materials including transportation and disposal of waste. PARC carries liability, worker's compensation, and auto insurance. Unless otherwise stated; the customer agrees to supply sufficient water and electricity at no cost to PARC; the customer acknowledges that abatement requires the application of tape and agrees that PARC will not be held responsible for tape damage or for repainting; this bid is based on performing the work during regular work hours; PARC shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 60 days of the above date.

TRANSPORTATION OF WASTE TERMS: The Generator authorizes PARC Environmental to sign all transportation documents and waste profiles as "agent for the generator". PARC will forward all required documentation to Generator. PARC Environmental will abide by all local, state, and federal regulations when handling, packaging, and transporting all wastes.

PAYMENT TERMS: Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 calendar days upon completion of PARC's work. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate PARC for any collection related costs, including reasonable attorney fees, if full payment is not timely made to PARC. The customer agrees that the court of jurisdiction, for any claim, shall be located in Fresno County.

Accepted _____, 2023

By: _____

Title: _____

PARC Environmental

Approved By: Grant Griego

Estimator/Project Manager

ggriego@parcenvironmental.com- 559-939-4775

2864 E. Dorothy, Fresno CA, 93706

P.O. Box 10077, Fresno, CA 93745-0077

(559) 233-7156 800-882-5362 FAX: (559) 233-4284

www.parcenvironmental.com



PCO #002

FRC, Inc.
 9680 Old Redwood Highway
 Windsor, California 95492
 Phone: +17078375065

Project: - 2309- Rancho Adobe Fire Station #2
 11000 Main Street
 Penngove, California 94951
 Phone: 707-795-6011
 Fax: 707-795-5177

Potential Change Order #002: CE #003 - Drywall

TO:	Rancho Adobe Fire District 11000 Main Street Pengrove California, 94951	FROM:	FRC, Inc. 9680 Old Redwood Highway Windsor California, 95492
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	2309-1 - 2309 Rancho Adobe Fire Station #2
REQUEST RECEIVED FROM:		CREATED BY:	Josh J Kurczeski (FRC, Inc.)
STATUS:	Approved	CREATED DATE:	4/28/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$33,333.00

POTENTIAL CHANGE ORDER TITLE: CE #003 - Drywall

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #003 - Drywall

Additional drywall removal, abatement and reinstallation compared to original scope. This includes all walls. Includes finishing to Level 3 skip trowel thru out. Includes credit for patching we had in our bid for electrical. Includes abatement of all wall surfaces, except portions that may have electrical components already installed.

ATTACHMENTS:

rancho_adobe_co_1.pdf_ _Parc_BU.pdf_

#	Description	Amount
1	Demo/Abatement	\$20,520.00
2	Drywall	\$17,000.00
3	Electrical Patching Credit	\$(5,000.00)
Subtotal:		\$32,520.00
Markup on GC Labor Equipment and Materials 15%:		\$0.00
Markup on Subcontractor 10%:		\$0.00
Markup for Bonds and Insurance 2.5%:		\$813.00
Grand Total:		\$33,333.00

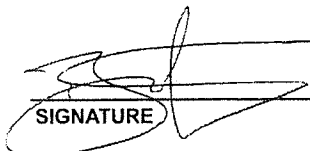
Bennett Martin (STRATA Architecture & Planning)

Rancho Adobe Fire District

FRC, Inc.

11000 Main Street
 Pengrove California 94951

9680 Old Redwood Highway
 Windsor California 95492


 6/5/23
 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

Col



METAL STUD FRAMING • DRYWALL • TAPING
707-583-3163 • P.O. Box 7340, Cotati, CA 94931-9991 • CSLB #1035251

FIELD AUTHORIZATION TO PERFORM WORK

JOB NAME Rancho Adobe FLOOR 1st WRITTEN BY TIM DATE 5/26/23
LOCATION 11000 MAIN ST. PENNGROVE, CA JOB # 2310
CUSTOMER (CUSTOMER) FRC CONTACT Josh PHONE _____
ADDRESS _____

DESCRIPTION OF WORK: ADD 4016 SQFEET TYPE X, PURCHASE MATERIAL, INSTALL TAPE SKIP Trowel Finish. INSTALL CORNER BEADS AT WINDOW OPENING (NO DELIVERY CHARGE) NO SCRAP CHARGE
P.O. #/C.O.# _____

NORTH BAY DRYWALL IS HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND/OR LABOR TO COMPLETE THE ABOVE WORK FOR THE SUM OF \$ _____ SUBJECT TO THE TERMS AND CONDITIONS THERE SET FORTH ON THE REVERSE SIDE.

NORTH BAY DRYWALL IS HEREBY AUTHORIZED TO PERFORM THE ABOVE WORK ON A TIME AND MATERIAL BASIS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

HOUR LABOR RATE \$ 104.00

SIGNATURE OF CUSTOMER'S AUTHORIZED REPRESENTATIVE _____ DATE _____

MATERIAL	QTY	UNIT PRICE	TOTAL
<u>5/8 TYPE X DRYWALL</u>	<u>4016</u>	<u>.45</u>	<u>\$1807.-</u>
<u>TAPING COMPOUND</u>	<u>4016</u>	<u>.20</u>	<u>\$803.-</u>

NAME	CRAFT	DAY DATE	M	T	W	TH	F	S/S	REG. TOTAL	PREM. TOTAL
<u>CARPENTER</u>								<u>110.4 hrs</u>	<u>\$ 104</u>	<u>\$ 5743</u>
<u>TAPER</u>								<u>110.4 hrs</u>	<u>\$ 104</u>	<u>\$ 5743</u>

WORK COMPLETED WORK NOT COMPLETED

OFFICE USE ONLY

Labor: 11,486.-

Material: 2610.-

Tax: 255.-

Misc: Profit on OH - 2669.-

TOTAL: \$17,000

[Signature]
SIGNATURE OF FOREMAN

5/26/23
DATE

SIGNATURE OF CUSTOMER'S AUTHORIZED REPRESENTATIVE _____ DATE _____

SEE TERMS AND CONDITIONS ON REVERSE SIDE
CUSTOMER COPY - WHITE OFFICE COPY - CANARY

161



FRC INC.
 9680 Old Redwood Highway
 Windsor, CA 95492

Coast Building Products
 160 Todd Road
 Santa Rosa, CA 95407

Attn: Josh
 Ref: Rancho Adobe Fire Station –
 Add Roof Insulation Alternates
 Revised

Submitted By: Chris Templin
 Date: 5/23/2023

Coast Building Products hereby submits the following proposal for the scope items as specifically identified below. Please review all qualifications and exclusions at the end of the proposal.

Architect: CM Architect

Dwg. Date: 4/17/2023

Addenda:



Building Insulation

Specification:

1. Insulate new and existing 6" walls with R-19 unfaced fiberglass batt insulation
2. Insulate new and existing 4" walls with R-11 unfaced fiberglass batt insulation

New Conditions Price: \$2,225
Existing Conditions Price: \$3,900
Total Base Bid: \$6,125

Alternate:

Insulate roof areas over conditioned spaces with R-30 fiberglass batt insulation secured with clip and wire to roof framing

Alternate Unfaced Fiberglass	\$7,125
Alternate FSK faced Fiberglass	\$9,450

Insulate Demising wall with 5.5" mineral wool I.L.O. R-19 fiberglass batt insulation

5.5" R-23 Rockwool Comfortbatts	+\$3,130
R-19 Unfaced Fiberglass	-\$1,125
Change Total	+\$2,005

Exclusions/Clarifications:

- Any and all items not listed above



General Qualifications:

- Includes all labor, i.e., wages, taxes and insurance (Workers Comp, GL and Auto)
- Includes all material, equipment and supervision required for the work
- Includes loading of all materials

- Includes daily clean up to a trash chute or local dumpster on floor
- Excludes protection of work
- Excludes cost of repair or replacement due to weather damage or damage by other trades
- Excludes costs for off hours shift differential, premium time and out of sequence work
- Add 1.5% for the cost of a 100% Payment and Performance bond
- Proposal is contingent upon a mutually agreeable scope of work, contract, and schedule
- Prices stated above assume acceptance of all scopes and can be adjusted should some scopes not be included
- Pricing valid for 60 days from date on this proposal

Accepted By – Title

Date

This scope proposal will be part of our formal contract whether the formal contract declares. Proposal is contingent upon a mutually agreeable scope of work, contract & schedule.

Phone: 707-230-4710 Cell: 707-575-5139 - LIC# 465440 DIR#1000650447



PCO #005

FRC, Inc.
9680 Old Redwood Highway
Windsor, California 95492
Phone: +17078375065

Project: - 2309- Rancho Adobe Fire Station #2
11000 Main Street
Penngove, California 94951
Phone: 707-795-6011
Fax: 707-795-5177

Potential Change Order #005: CE #006 - Electrical Repairs U

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO: Rancho Adobe Fire District, FROM: FRC, Inc., PCO NUMBER/REVISION: 005 / 0, CONTRACT: 2309-1 - 2309 Rancho Adobe Fire Station #2, etc.

POTENTIAL CHANGE ORDER TITLE: CE #006 - Electrical Repairs U

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #006 - Electrical Repairs Under Slab on Grade

Electrical Repairs to conduit below slab. Repair 2, 1" conduits damaged during sawcut operations. Conduits were embedded in concrete. Repair at 5 locations. FRC to demo added concrete to allow for GSE to attach to conduits.

Option to go overhead, only for the damaged conduits. Not ALL underground will be put overhead in this option. (\$4,858.25 +markup/ins)

ATTACHMENTS:

Rancho Adobe Fire Station #2 Change Order #1 Overhead.pdf _Rancho Adobe Fire Station #2 Change Order #1 Underground.pdf

Table with 3 columns: #, Description, Amount. Includes items like Repair of UG Elec Conduits, Subtotal, Markup on GC Labor Equipment and Materials 15%, etc.

Bennett Martin (STRATA Architecture & Planning)

Rancho Adobe Fire District

FRC, Inc.

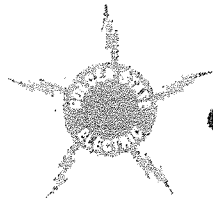
11000 Main Street
Pengrove California 94951

9680 Old Redwood Highway
Windsor California 95492

SIGNATURE [Handwritten Signature] DATE 6/5/23

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



GOLDEN STATE ELECTRIC, INC.
Electrical Contractor

CHANGE ORDER REQUEST #001 Underground

DATE: 5/16/2023
SEND TO: Josh Kurczeski, josh@frcinc.biz
JOB: Rancho Adobe Fire Station #2 Renovation

Scope: Repair (2) 1" underground conduits damaged during concrete removal. Demo existing conductors. Repair existing underground 1" conduits in (5) locations. Install new conductors and make connections to existing devices.	Excludes: Concrete demo conduits and repair needed. Sheetrock demo, patching, painting. Plywood cut out, removal, and repairs to access buried junction box.
Material	\$ 344.67
Tax 8.5%	\$ 29.30
Labor 12 hours at \$130.00/hour	\$ 1,560.00
P&O 15%	\$ 299.77
Change Order Total	\$ 2,233.74

Sincerely,

Signed:

Date:

James Carvelho

947 Piner Place, Santa Rosa, CA 95403
707-575-4111 (T) 707-575-4112 (F)
Electrical Contractor/CA Lic. #583566

167

Rancho Adobe Fire Station Two Renovation : Repair Underground Conduits 1
Totals (Summary) - Bid Summary: Underground

Material		
Non-Quoted		\$344.67
Quotes		0.00
Sales Tax (8.50%)		29.30
Total Material		\$373.97
Labor		
Direct (12.00 hours @ \$130.00)		\$1,560.00
Non-Productive Labor		0.00
Total Labor (12.00 hours)		\$1,560.00
Direct Job Expenses		\$0.00
Tools and Miscellaneous Materials		0.00
Subcontracts		0.00
Job Subtotal (Prime Cost)		\$1,933.97
Overhead (5.00%)		96.70
Profit (10.00%)		203.07
Job Total		\$2,233.74
Actual Bid Price		\$2,233.74
Material to Direct Labor ratio: 0.19		
Prime Cost per square foot		\$0.00
Job Total per square foot		\$0.00
Actual Bid Price per square ft		\$0.00
Labor cost per square foot		\$0.00
Labor hours per square foot		0.00
Gross Profit %		13.42
Gross Profit \$		\$299.77
Net Profit %		9.09

Rancho Adobe Fire Station Two Renovation : Repair Underground Conduits 1

Job Number: CO1005-1

Bid Summary: Underground
Extension By Breakdown

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- Underground ---						
1201	1" PVC (Difficult)	20	318.40 C	63.68	7.50 C	1.50
2116	1" PVC Coupling	10	94.45 C	9.45	0.10 E	1.00
2274	PVC Glue (Quart)	1	15.85 E	15.85	1.00 E	1.00
2787	#12 THHN CU Solid Wire	808	261.68 M	211.44	5.50 M	4.44
6885	Tape (3M 33+)	1	4.35 E	4.35	1.00 E	1.00
6895	Wire Soap (Quarts)	1	3,989.68 C	39.90	1.00 E	1.00
11671	Remove #12 wire (per foot)	800	0.00 E	0.00	0.25 C	2.00
	--- Underground Total ---			344.67		11.94
	Job Total			344.67		11.94

* Trade Price, Labor column 3

Golden State Electric Inc.
Rancho Adobe Fire Station Two Renovation : Repair Underground Conduits 1
Bid Summary: Underground
Material List By Breakdown

Item #	Description	Quantity
	--- Underground ---	
1201	1" PVC (Difficult)	20
2116	1" PVC Coupling	10
2274	PVC Glue (Quart)	1
2787	#12 THHN CU Solid Wire	808
6885	Tape (3M 33+)	1
6895	Wire Soap (Quarts)	1
11671	Remove #12 wire (per foot)	800



PCO #006

FRC, Inc.
 9680 Old Redwood Highway
 Windsor, California 95492
 Phone: +17078375065

Project: - 2309- Rancho Adobe Fire Station #2
 11000 Main Street
 Penngrove, California 94951
 Phone: 707-795-6011
 Fax: 707-795-5177

Potential Change Order #006: CE #011 - Roof Insulation R30

TO:	Rancho Adobe Fire District 11000 Main Street Pengrove California, 94951	FROM:	FRC, Inc. 9680 Old Redwood Highway Windsor California, 95492
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	2309-1 - 2309 Rancho Adobe Fire Station #2
REQUEST RECEIVED FROM:		CREATED BY:	Josh J Kurczeski (FRC, Inc.)
STATUS:	Approved	CREATED DATE:	5/18/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$7,668.28

POTENTIAL CHANGE ORDER TITLE: CE #011 - Roof Insulation R30

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #011 - Roof Insulation R30
 Furnish and Install R30 Insulation at roof level.

Note, this proposal price if for UNFACED batt insulation. If FSK is requested, cost is \$9,450.

ATTACHMENTS:

Coast Bid Proposal - Rancho Adobe - Insulation Proposal - Add Roof Alts.pdf

#	Description	Amount
1	Roof Insulation	\$7,125.00
	Subtotal:	\$7,125.00
	Markup on GC Labor Equipment and Materials 15%:	\$0.00
	Markup on Subcontractor 5%:	\$356.25
	Markup for Bonds and Insurance 2.5%:	\$187.03
	Grand Total:	\$7,668.28

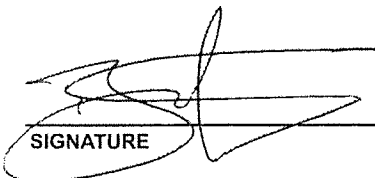
Bennett Martin (STRATA Architecture & Planning)

Rancho Adobe Fire District

FRC, Inc.

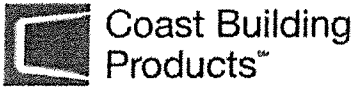
11000 Main Street
 Pengrove California 94951

9680 Old Redwood Highway
 Windsor California 95492


 SIGNATURE DATE 6/5/23

 SIGNATURE DATE

 SIGNATURE DATE



FRC INC.
 9680 Old Redwood Highway
 Windsor, CA 95492

Coast Building Products
 160 Todd Road
 Santa Rosa, CA 95407

Attn: Josh
 Ref: Rancho Adobe Fire Station –
 Add Roof Insulation Alternates
 Revised

Submitted By: Chris Templin
 Date: 5/23/2023

Coast Building Products hereby submits the following proposal for the scope items as specifically identified below. Please review all qualifications and exclusions at the end of the proposal.

Architect: CM Architect

Dwg. Date: 4/17/2023

Addenda:

Building Insulation

Specification:

1. Insulate new and existing 6" walls with R-19 unfaced fiberglass batt insulation
2. Insulate new and existing 4" walls with R-11 unfaced fiberglass batt insulation

New Conditions Price: \$2,225
Existing Conditions Price: \$3,900
Total Base Bid: \$6,125

Alternate:

Insulate roof areas over conditioned spaces with R-30 fiberglass batt insulation secured with clip and wire to roof framing

Alternate Unfaced Fiberglass \$7,125
Alternate FSK faced Fiberglass \$9,450

Insulate Demising wall with 5.5" mineral wool I.L.O. R-19 fiberglass batt insulation

5.5" R-23 Rockwool Comfortbatts	+\$3,130
<u>R-19 Unfaced Fiberglass</u>	<u>-\$1,125</u>
Change Total	+\$2,005

Exclusions/Clarifications:

- Any and all items not listed above

General Qualifications:

- Includes all labor, i.e., wages, taxes and insurance (Workers Comp, GL and Auto)
- Includes all material, equipment and supervision required for the work
- Includes loading of all materials

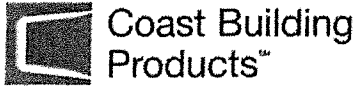
- Includes daily clean up to a trash chute or local dumpster on floor
- Excludes protection of work
- Excludes cost of repair or replacement due to weather damage or damage by other trades
- Excludes costs for off hours shift differential, premium time and out of sequence work
- Add 1.5% for the cost of a 100% Payment and Performance bond
- Proposal is contingent upon a mutually agreeable scope of work, contract, and schedule
- Prices stated above assume acceptance of all scopes and can be adjusted should some scopes not be included
- Pricing valid for 60 days from date on this proposal

Accepted By – Title

Date

This scope proposal will be part of our formal contract whether the formal contract declares. Proposal is contingent upon a mutually agreeable scope of work, contract & schedule.

Phone: 707-230-4710 Cell: 707-575-5139 - LIC# 465440 DIR#1000650447



FRC INC.
 9680 Old Redwood Highway
 Windsor, CA 95492

Coast Building Products
 160 Todd Road
 Santa Rosa, CA 95407

Attn: Josh
 Ref: Rancho Adobe Fire Station –
 Add Roof Insulation Alternates
 Revised

Submitted By: Chris Templin
 Date: 5/23/2023

Coast Building Products hereby submits the following proposal for the scope items as specifically identified below. Please review all qualifications and exclusions at the end of the proposal.

Architect: CM Architect

Dwg. Date: 4/17/2023

Addenda:

Building Insulation

Specification:

1. Insulate new and existing 6" walls with R-19 unfaced fiberglass batt insulation
2. Insulate new and existing 4" walls with R-11 unfaced fiberglass batt insulation

New Conditions Price: \$2,225
Existing Conditions Price: \$3,900
Total Base Bid: \$6,125

Alternate:

Insulate roof areas over conditioned spaces with R-30 fiberglass batt insulation secured with clip and wire to roof framing		
	Alternate Unfaced Fiberglass	\$7,125
	Alternate FSK faced Fiberglass	\$9,450
Insulate Demising wall with 5.5" mineral wool I.L.O. R-19 fiberglass batt insulation		

5.5" R-23 Rockwool Comfortbatts	+\$3,130
R-19 Unfaced Fiberglass	-\$1,125
Change Total	+\$2,005

Exclusions/Clarifications:

- Any and all items not listed above

General Qualifications:

- Includes all labor, i.e., wages, taxes and insurance (Workers Comp, GL and Auto)
- Includes all material, equipment and supervision required for the work
- Includes loading of all materials

- Includes daily clean up to a trash chute or local dumpster on floor
- Excludes protection of work
- Excludes cost of repair or replacement due to weather damage or damage by other trades
- Excludes costs for off hours shift differential, premium time and out of sequence work
- Add 1.5% for the cost of a 100% Payment and Performance bond
- Proposal is contingent upon a mutually agreeable scope of work, contract, and schedule
- Prices stated above assume acceptance of all scopes and can be adjusted should some scopes not be included
- Pricing valid for 60 days from date on this proposal

Accepted By – Title

Date

This scope proposal will be part of our formal contract whether the formal contract declares. Proposal is contingent upon a mutually agreeable scope of work, contract & schedule.

Phone: 707-230-4710 Cell: 707-575-5139 - LIC# 465440 DIR#1000650447



FRC, Inc.
9680 Old Redwood Highway
Windsor, California 95492
Phone: +17078375065

Project: - 2309- Rancho Adobe Fire Station #2
11000 Main Street
Penngrove, California 94951
Phone: 707-795-6011
Fax: 707-795-5177

Potential Change Order #009: CE #016 - Rock Wool Demising W

TO:	Rancho Adobe Fire District 11000 Main Street Pengrove California, 94951	FROM:	FRC, Inc. 9680 Old Redwood Highway Windsor California, 95492
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	2309-1 - 2309 Rancho Adobe Fire Station #2
REQUEST RECEIVED FROM:		CREATED BY:	Josh J Kurczeski (FRC, Inc.)
STATUS:	Approved	CREATED DATE:	5/24/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$2,157.88

POTENTIAL CHANGE ORDER TITLE: CE #016 - Rock Wool Demising W

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #016 - Rock Wool Demising Wall

Provide rock wool at demising wall between apparatus bay and kitchen/sleeping area.

ATTACHMENTS:

Coast Bid Proposal - Rancho Adobe - Insulation Proposal - Add Roof Alts - Revised 5-23-23.pdf

#	Description	Amount
1	Rock Wool	\$3,130.00
2	Credit PCO batt insulation	\$(1,125.00)
	Subtotal:	\$2,005.00
	Markup on GC Labor Equipment and Materials 15%:	\$0.00
	Markup on Subcontractor 5%:	\$100.25
	Markup for Bonds and Insurance 2.5%:	\$52.63
	Grand Total:	\$2,157.88

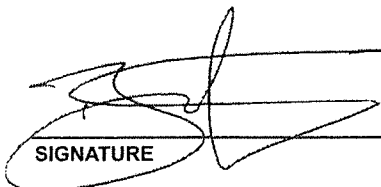
Bennett Martin (STRATA Architecture & Planning)

Rancho Adobe Fire District

FRC, Inc.

11000 Main Street
Pengrove California 94951

9680 Old Redwood Highway
Windsor California 95492


 SIGNATURE _____ DATE 6/7/23

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

**RESOLUTION R-8:
APPROVING LEASE
DOCUMENTS**



Rancho Adobe Fire District

Staff Report

Date: June 13, 2023

Topic: Financing Options for the Penngrove Fire Station Capital improvement Project

Recommendation:

The District's Finance Committee recommends consideration and approval of financing for a portion of the fire station remodel with the following terms:

- \$550,000 for 10 years at a rate of 4.35% resulting in an annual payment of \$70,690.
- A reduced documentation fee of \$13,500
- A waiver of prepayment fees or penalties

Background:

The district has an opportunity to obtain loan financing at a favorable rate to pay for a portion of the current capital improvement project at the Penngrove fire station. The opportunity to utilize financing will allow the district to hold onto the identified capital improvement budgeted funds and pay a lower rate in financing than the district will obtain in investment of the cash.

The district has investigated financing options through Sumit State bank – our current bank, as well as through Municipal Finance Corporation, which has the most favorable rates for the district. The district's Finance Committee reviewed loan options ranging from 5-10 years and in amounts from \$550,000 to \$1.1million and has recommended a 10-year loan at 4.35% interest in the amount of \$550,000 with an annual payment of \$70,690.

Financial Impact:

The recommendation is the most conservative option that was explored by the Finance Committee for financing a portion of the fire station remodel. The existing funding will be set aside in an investment which will allow the district flexibility in repayment of the full loan should the Board make that determination.

Approved by:

Jeff Veliquette
Fire Chief

Attachments: 1.Station financing options considered 2.Resolution R-8. 3.Site Lease agreement
4. Lease agreement 5. Project fund agreement

Station Financing Options
 Provided by
 Municipal Finance Corporation

4 Options

- \$550,000 / 5 year \$127,467/year
- \$550,000 / 10 year \$70,690/year

- \$1.1m / 5 year \$251,881/year
- \$1.1m / 10 year \$139,686/year

Amount	Years	Rate	Annual Payment	Doc Fee	Repayment Penalty	Total Interest
\$550,000	5	4.25%	\$127,467	\$13,500	waived	\$73,838
\$550,000	10	4.35%	\$70,690	\$13,500	waived	\$143,402
\$1.1m	5	4.25%	\$251,881	\$13,500	waived	145,907
\$1.1m	10	4.35%	\$139,686	\$13,500	waived	\$283,368

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO ADOBE
FIRE PROTECTION DISTRICT APPROVING CERTAIN LEASE FINANCING
DOCUMENTS RELATING TO THE FINANCING OF CERTAIN CAPITAL
IMPROVEMENTS IN THE DISTRICT, AND AUTHORIZING AND DIRECTING
ACTIONS WITH RESPECT THERETO

WHEREAS, the Rancho Adobe Fire Protection District (the "District") desires to provide for the acquisition, construction and installation of certain improvements to the District's fire station (the "Project") by leasing the District's fire station (the "Leased Property") to Municipal Finance Corporation (the "Corporation") pursuant to a site lease (the "Site Lease") and leasing back the Leased Property from the Corporation pursuant to a lease agreement (the "Lease Agreement"), pursuant to which the District shall be obligated to pay lease payments to the Corporation for the use and occupancy of the Leased Property (the "Lease Payments"); and

WHEREAS, in order to provide the funds needed for the up-front rental payment, the Corporation shall assign its rights under the Lease Agreement, including the right to receive Lease Payments thereunder to Westamerica Bank, a state banking corporation (the "Assignee"), pursuant to an Assignment Agreement, between the Corporation and the Assignee; and

WHEREAS, the Corporation, as consultant to the CSDA Lease Program, has proposed a ten year lease/purchase financing plan at a 4.35% interest rate; and

WHEREAS, in accordance with Government Code section 5852.1, the Board of Directors has obtained and disclosed the information set forth in Appendix A hereto; and

WHEREAS, the Board of Directors approves all of said transactions in furtherance of the public purposes of the District and wishes at this time to authorize all proceedings relating to the financing of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Rancho Adobe Fire Protection District as follows:

Section 1. Approval of Site Lease and Lease Agreement. The Board hereby approves the financing plan outlined above. To that end, the Board hereby approves the Site Lease, between the District and the Corporation, and the Lease Agreement between the Corporation and the District, in substantially the forms on file with the Secretary of the Board, together with any changes therein or additions thereto deemed advisable by the President of the Board or the Fire Chief (each, a "District Representative"). A District Representative is hereby authorized and directed for and in the name and on behalf of the District to execute the final forms of the Site Lease and Lease Agreement.

Section 2. Material Terms of Lease Agreement. The Lease Agreement shall be for a term that does not extend beyond August 2033 (unless extended in the event of abatement of Lease Payments or default) and in the maximum principal amount of \$563,500 and at an interest rate not to exceed 4.35%.

Section 3. Approval of Project Fund Agreement. The Board of Directors hereby approves the Project Fund Agreement among the District, the Corporation and the Assignee, in substantially the form on file with the Secretary of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative. A District Representative is hereby authorized and directed for and in the name and on behalf of the District to execute the final form of the Project Fund Agreement.

Section 4. Official Actions. The President of the Board, the Fire Chief and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved pursuant to this Resolution. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 5. Qualified Tax-Exempt Obligations. The Lease is hereby designated as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

Section 6. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing resolution was introduced this 21st day of June 2023, by Director _____ who moved its adoption, and seconded by Director _____, and adopted on a roll call vote by the following vote:

Director Herman _____ Director Moretti _____ Director Peterson _____
Director Howell _____ Director Hemmendinger _____
Director Proteau _____ Director Gadoua _____

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

CHAIR

Attest: _____
Clerk of the Board

APPENDIX A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the Corporation to the District in good faith:

- (A) True interest cost of the Lease: 4.35%
- (B) Finance charge of the Lease (sum of all costs of issuance and fees/charges paid to third parties): \$13,500.00
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$550,000.00
- (D) Total payment amount through maturity: \$706,902.10

PLEASE RECORD, AND
WHEN RECORDED, RETURN TO:

Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383
OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

Dated as of July 1, 2023

by and between the

**RANCHO ADOBE FIRE PROTECTION DISTRICT,
as Lessor**

and

**MUNICIPAL FINANCE CORPORATION,
as Lessee**

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EXHIBIT A DESCRIPTION OF LEASED PROPERTY.....A-1

SITE LEASE

This SITE LEASE, dated for convenience as of July 1, 2023, by and between the RANCHO ADOBE FIRE PROTECTION DISTRICT, a fire protection district duly organized and existing under the laws of the State of California, as lessor (the "District"), and MUNICIPAL FINANCE CORPORATION, a corporation duly formed, organized and acting pursuant to the laws of the State of California (the "Corporation"), as lessee; and

WITNESSETH:

WHEREAS, in order to raise funds to finance the acquisition, construction and equipping of certain facilities in the District (the "Project") the District will, pursuant to this Site Lease, lease to the Corporation its _____ Fire Station, located at _____, California, as more particularly described on Exhibit A attached hereto, or any property substituted therefor in accordance with Section 8.3(a) of the unrecorded Lease Agreement (the "Leased Property");

WHEREAS, the Corporation proposes to lease the Leased Property back to the District pursuant to an unrecorded Lease Agreement, dated as of July 1, 2023 (the "Lease Agreement"), between the Corporation, as lessor, and the District, as lessee, a Memorandum of which is recorded concurrently herewith, and to assign its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interests and rights under the Lease Agreement in the event of a default thereunder by the District, to Westamerica Bank, a state banking corporation, including its successors and assigns (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of July 1, 2023, by and between the Corporation and the Assignee, and recorded concurrently herewith;

WHEREAS, the proceeds of the Assignment will be applied to: (i) finance the costs of the Project; and (ii) pay costs of issuance incurred in connection with the execution, delivery and sale of the Lease.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All terms specifically defined in the Lease Agreement shall have the same respective meanings when used herein. In addition, the following terms defined in this Section 1.01 shall have the respective meanings herein set forth when used herein.

"Assignee" means Westamerica Bank, a state banking corporation, and its successors and assigns.

"Lease Agreement" means the Lease Agreement, dated as of July 1, 2023, by and between the Corporation, as lessor, and the District, as lessee, together with any duly authorized and executed amendments thereto.

"Leased Property" has the meaning given to said term in the recitals.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) the Assignment Agreement; (iii), this Site Lease and the Lease Agreement; (iv) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date on which the Lease Agreement is delivered to the Assignee and which the District certifies in writing will not materially impair the use of the Leased Property; and (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the District certifies in writing will not materially impair the use or reduce the value of the Leased Property.

"Site Lease" means this Site Lease, together with any duly authorized and executed amendments hereto.

"Site Lease Payment" means the payment required to be paid by the Corporation on the Closing Date pursuant to Section 3.03.

Section 1.02. Article and Section Headings. Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Site Lease are to be designated Articles, Sections, and other subdivisions of this Site Lease as originally executed. The headings or titles of the several Articles and Sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and words of similar import refer to this Site Lease as a whole.

Section 1.04. Number and Gender. The singular form of any word used herein, including terms defined as provided in Section 1.01, shall include the plural, and vice versa. The use of a word of any gender shall include all genders.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is a fire protection district duly organized and existing under the laws of the State.

(b) Authorization. The laws of the State authorize the District to enter into this Site Lease and to enter into the transactions contemplated by and to carry out its obligations under this Site Lease, and the District has duly authorized and executed this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the Leased Property or assets of the District, or upon the Leased Property, except Permitted Encumbrances.

Section 2.02. Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The Corporation is a corporation duly formed, operating and existing under the laws of the State; has power to enter into the Site Lease; is possessed of full power to sublease real and personal property; and has duly authorized the execution and delivery of this Site Lease.

(b) Authorization. The laws of the State authorize the Corporation to enter into this Site Lease and to enter into the transactions contemplated by and to carry out its obligations under this Site Lease, and the Corporation has duly authorized and executed this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease or the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the Leased Property or assets of the Corporation, or upon the Leased Property, except Permitted Encumbrances.

ARTICLE III

AGREEMENT TO LEASE; TERM OF SITE LEASE; SITE LEASE PAYMENT

Section 3.01. Lease. The District hereby leases the Leased Property to the Corporation, and the Corporation hereby leases the Leased Property from the District, upon the terms and conditions set forth in this Site Lease.

Section 3.02. Term. The term of this Site Lease shall commence on the Closing Date and shall end on July ____, 2033, unless such term is extended as hereinafter provided. If on July ____, 2033, the Lease Agreement shall not be discharged by its terms, then the Term of this Site Lease shall be extended until the Lease Agreement shall be discharged by its terms (but in no event beyond July ____, 2043). If prior to July ____, 2033, the Lease Agreement shall be discharged by its terms, the Term of this Site Lease shall thereupon end.

Section 3.03. Site Lease Payment. The Corporation hereby agrees to pay to the District, as rental for the use and occupancy of the Leased Property during the term of this Site Lease, the amount of \$563,500.00, which shall be deposited with the District and the Corporation on the Closing Date in accordance with Section 3.1 of the Lease Agreement.

Section 3.04. Title. Fee title to the Leased Property shall reside in the District, and during the term of this Site Lease, the District shall hold fee title to the Leased Property and any and all additions which comprise fixtures, repairs, replacements or modifications to the Leased Property, including those fixtures, repairs, replacements or modifications which are added to the Leased Property by the District at its own expense and which may be removed without damaging the Project and including any items added to the Leased Property by the District pursuant to Section 5.9 of the Lease Agreement.

Section 3.05. No Merger. It is the express intention of the parties hereto that this Site Lease and the obligations of the parties hereunder shall be and remain separate and distinct from the Lease Agreement and the obligations of the parties thereunder, and that during the term of the Lease no merger of title or interest occur or be deemed to occur as a result of the position of the District as lessee under the Lease Agreement and as lessor under this Site Lease, or the position of the Corporation as lessee under this Site Lease.

ARTICLE IV

EMINENT DOMAIN; NET PROCEEDS

Section 4.01. Eminent Domain. If all of the Leased Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the term of this Site Lease shall cease as of the day possession shall be so taken. If less than all of the Leased Property shall be taken permanently, or if all of the Leased Property or any part thereof shall be taken temporarily, under the power of eminent domain, this Site Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary.

Section 4.02. Application of Net Proceeds. The Net Proceeds of any insurance award resulting from any damage to or destruction of the Leased Property or any improvements thereon by fire or other casualty, and the Net Proceeds of any eminent domain award resulting from any event described in Section 4.01 hereof, shall be applied as set forth in Section 6.2 of the Lease Agreement. All such Net Proceeds shall be paid to the District or the Assignee as their interests may appear under the Lease Agreement, and the Corporation hereby waives any and all right, title and interest which it may have in and to any such Net Proceeds by virtue of its estate in the Leased Property under this Site Lease.

ARTICLE V
MISCELLANEOUS

Section 5.01. Liens. The Corporation shall not, directly or indirectly, create, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Corporation and the District as herein provided and the Permitted Encumbrances.

Section 5.02. Assignment and Subleasing by the Corporation. For the purpose of providing funds to enable the Corporation to pay the Site Lease Payment on the Closing Date, the Corporation has leased the Leased Property to the District pursuant to the Lease Agreement. The Corporation shall not have the right to further sublease or to assign any of its interests under this Site Lease in and to the Leased Property or any portion thereof.

Section 5.03. Amendment. Without the prior written consent of the Assignee, the Corporation and the District will not alter, modify or cancel, or agree or consent to alter, modify or cancel this Site Lease.

Section 5.04. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to the District: Rancho Adobe Fire Protection District
 11000 Main Street
 Penngrove, CA 94951
 Attention: Fire Chief
 Telephone: (707) 795-6011

If to the Corporation: Municipal Finance Corporation
 2945 Townsend Road, Suite 200
 Westlake Village, California 91361
 Attention: Bill Morton
 Telephone: (805) 719-1236

If to the Assignee: Westamerica Bank
 PO Box 1200
 Suisun City, CA 94585-1200
 Attention: Credit Administration
 Telephone: (707) 863-6002

The Corporation, the Assignee and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 5.05. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 5.06. Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.07. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease.

Section 5.08. Execution in Counterparts. This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.09. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State.

Section 5.10. Corporation and District Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the District by a District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 5.11. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Site Lease.

Section 5.12. Third Party Beneficiary. The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

* * * * *

IN WITNESS WHEREOF, the District has caused this Site Lease to be executed in its name by its duly authorized officers; and the Corporation has caused this Site Lease to be executed in its name by its duly authorized officers, as of the date first above written.

RANCHO ADOBE FIRE PROTECTION DISTRICT,
as lessor

By: _____
President of the Board

MUNICIPAL FINANCE CORPORATION,
as lessee

By: _____
Stefan A. Morton
Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(Seal)

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

LEGAL DESCRIPTION

The land referred to herein below is situated in the _____, State of California and is described as follows:

APN: 047-161-003

PROJECT FUND AGREEMENT

This Project Fund Agreement (this "Agreement"), dated as of July 1, 2023, is among MUNICIPAL FINANCE CORPORATION, a California corporation (the "Corporation"), RANCHO ADOBE FIRE PROTECTION DISTRICT, a fire protection district duly organized under the laws of the State of California (the "District") and WESTAMERICA BANK, a state banking corporation (the "Custodian").

Reference is made to that certain Lease Agreement dated as of July 1, 2023 between the Corporation and the District (the "Lease"), covering the financing of a certain capital improvements described therein (the "Project"). It is a requirement of the Lease that the funds for the acquisition and construction of the Project be deposited with the Custodian hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Project costs. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings given such terms in the Lease.

The parties agree as follows:

1. Creation of Project Fund.

(a) There is hereby created a special trust fund to be known as the "Rancho Adobe Fire Protection District Project Fund" (the "Project Fund") to be held in trust by the Custodian for the purposes stated herein, for the benefit of the Corporation and the District, to be held, disbursed and returned in accordance with the terms hereof. On the Closing Date, the Corporation has caused the amount of \$550,000.00 to be transferred to the Custodian for deposit into the Project Fund.

(b) The Custodian shall invest and reinvest moneys on deposit in the Project Fund in Qualified Investments in accordance with written instructions received from the District. The District shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, neither the Custodian nor the Corporation shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Project Fund, and the District agrees to and does hereby release the Custodian and the Corporation from any such liability, cost, expenses, loss or claim. Interest on the Project Fund shall become part of the Project Fund, and gains and losses on the investment of the moneys on deposit in the Project Fund shall be borne by the Project Fund. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of Section 53601 of the California Government Code. IN THE ABSENCE OF WRITTEN INSTRUCTIONS, THE CUSTODIAN IS HEREBY AUTHORIZED AND DIRECTED TO INVEST AND RE-INVEST ALL FUNDS ON HAND IN THE WESTAMERICA BANK DEMAND DEPOSIT SAVINGS ACCOUNT.

(c) Unless the Project Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Project Fund shall be disbursed by the Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from the Corporation, as is more fully described in Section 2 hereof. If the amounts in the Project Fund are insufficient to pay such amounts, the District shall be solely responsible for the balance of the funds needed to complete the acquisition and construction of the Project. Any moneys remaining in the Project Fund after July ____, 2025 (the "Construction Period") shall be applied as provided in Section 4 hereof.

(d) The Project Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Project Fund or (ii) written notice given by the Corporation of the occurrence of a default or termination of the Lease.

(e) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.

(f) Unless the Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the District agrees to and does hereby release and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If the District and the Corporation shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be reimbursed by the District for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) The District shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys, agents and employees incurred for extraordinary administration of the Project Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between the Corporation and the District concerning the Project Fund.

2. Acquisition and Construction of Project.

(a) Construction Contracts. The District will arrange for, supervise and provide for, or cause to be supervised and provided for, the Acquisition of the Project, with moneys available in the Project Fund. The District represents the estimated costs of the Project are within the funds estimated to be available therefor, and the Corporation makes no warranty or representation with respect thereto. the Corporation shall have no liability under any of the acquisition or construction contracts. The District shall obtain all necessary permits and approvals, if any, for the acquisition, construction, equipping and installation of the Project, and the operation and maintenance thereof.

(b) Authorized Project Fund Disbursements. Disbursements from the Project Fund shall be made for the purpose of paying (including the reimbursement to the District for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and constructing the Project.

(c) Requisition Procedure. No disbursement from the Project Fund shall be made unless and until the Corporation has approved such requisition. Prior to disbursement from the Project Fund there shall be filed with the Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of the District (an "Authorized Representative") and by the Corporation. The District shall provide to the Corporation a Certificate of Acceptance along with the final Disbursement Request.

3. Deposit to Project Fund. Upon satisfaction of the conditions specified in the Lease, the Corporation will cause the Site Lease Payment to be deposited in the Project Fund. The District agrees to pay any costs with respect to the Project in excess of amounts available therefor in the Project Fund.

4. Excessive Moneys in the Project Fund. Following the final disbursement from the Project Fund at the end of the Construction Period, or termination of the Project Fund as otherwise provided herein, the Custodian shall transfer any remainder from the Project Fund to the Corporation (or to the District at the Corporation's written direction) for application to amounts owed under the Lease in accordance with Section 6 of the Lease.

5. Security Interest. The Custodian and the District acknowledge and agree that the Project Fund and all proceeds thereof are being held by Custodian for disbursement or return as set forth herein. The District hereby grants to the Corporation a first priority perfected security interest in the Project Fund, and all proceeds thereof, and all investments made with any amounts in the Project Fund. If the Project Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Custodian and the Custodian hereby agrees to hold such investments as bailee for the Corporation so that the Corporation is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Project Fund. In order to perfect the Corporation's security interest by means of control in (i) the Project Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Project Fund, (iii) all of the District's rights in respect of the Project Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Corporation, the District and Custodian further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) The Custodian will comply with all entitlement orders originated by the Corporation with respect to the Collateral, or any portion of the Collateral, without further consent by the District.

(c) The Custodian hereby represents and warrants (a) that the records of the Custodian show that the District is the sole owner of the Collateral, (b) that Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Corporation's claim pursuant to this Agreement, and (c) that the Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Custodian is obligated to accept from the Corporation under this Agreement and entitlement orders that the Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from the District.

(d) Without the prior written consent of the Corporation, the Custodian will not enter into any agreement by which the Custodian agrees to comply with any entitlement order of any person other than the Corporation or, subject to the provisions of paragraph (e) below, the District, with respect to any portion or all of the Collateral. The Custodian shall promptly notify the Corporation if any person requests the Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, the Custodian may allow the District to effect sales, trades, transfers and exchanges of Collateral within the Project Fund, but will not, without the prior written consent of the Corporation, allow the District to withdraw any Collateral from the Project Fund. The Custodian acknowledges that the Corporation reserves the right, by delivery of written notice to the Custodian, to prohibit the District from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or

exchanges of any Collateral held in the Project Fund. Further, the Custodian hereby agrees to comply with any and all written instructions delivered by the Corporation to Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by the Corporation, the amount of any obligations of the District to the Corporation, the validity of any of the Corporation's claims against or agreements with the District, the existence of any defaults under such agreements, or any other matter.

(f) The District hereby irrevocably authorizes Custodian to comply with all instructions and entitlement orders delivered by the Corporation to Custodian.

(g) The Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) The Custodian and the District hereby agree that any property held in the Project Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Custodian may be a party.

(i) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Corporation at its address set forth in Section 7 below, concurrently with the sending thereof to the District, duplicate copies of any and all monthly Project Fund statements or reports issued or sent to the District with respect to the Project Fund.

7. Miscellaneous. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Corporation: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attn: Bill Morton
Phone: 805-267-7141
Email: bmorton@munifinance.com

If to the District: Rancho Adobe Fire Protection District
11000 Main Street
Penngrove, CA 94951
Attn: Fire Chief
Phone: 707-795-6011
Email: jbechtold@rafd.org

If to Custodian: Westamerica Bank
P.O. Box 1200
Suisun City, CA 94585-1200
Attn: Credit Administration
Phone: 707-863-6002
Email: david.hicks@westamerica.com

In Witness Whereof, the parties have executed this Project Fund Agreement as of the date first above written.

Municipal Finance Corporation

Rancho Adobe Fire Protection District

By: _____

By: _____

Title: _____

Title: _____

Westamerica Bank

By: _____

Title: _____

EXHIBIT A

FORM OF DISBURSEMENT REQUEST

Re: Lease Agreement dated as of July 1, 2023 by and between Municipal Finance Corporation and Rancho Adobe Fire Protection District (the "Lease")

In accordance with the terms of the Project Fund Agreement, dated as of July 1, 2023 (the "Project Fund Agreement") among Municipal Finance Corporation (the "Corporation"), Rancho Adobe Fire Protection District (the "District") and Westamerica Bank (the "Custodian"), the undersigned hereby requests the Custodian to pay the following persons the following amounts from the Project Fund created under the Project Fund Agreement (the "Project Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the District, and the same is a proper charge against the Project Fund for costs relating to the Project identified in the Lease, and has not been paid. Attached hereto is the invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which the District is, at the date hereof, entitled to retain.

(iv) The Project is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Construction Period set forth in this Agreement.

(vii) No material adverse change in the District's financial condition shall have occurred since the date of the Lease.

Dated: _____

RANCHO ADOBE FIRE PROTECTION DISTRICT

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

MUNICIPAL FINANCE CORPORATION

By: _____
Title: Authorized Representative

LEASE AGREEMENT

Dated as of July 1, 2023

by and between the

**MUNICIPAL FINANCE CORPORATION,
as Lessor**

and the

**RANCHO ADOBE FIRE PROTECTION DISTRICT,
as Lessee**

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LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease Agreement"), dated for convenience as of July 1, 2023, is by and between MUNICIPAL FINANCE CORPORATION, a corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the RANCHO ADOBE FIRE PROTECTION DISTRICT, a fire protection district organized and existing under the laws of the State of California, as lessee (the "District").

WITNESSETH:

WHEREAS, in order to raise funds to finance the acquisition, construction and installation of certain capital improvements at the District (the "Project"), the District will, pursuant to a Site Lease, dated as of July 1, 2023 (the "Site Lease"), between the District, as lessor, and the Corporation, as lessee, lease to the Corporation that certain property comprising the _____ Fire Station, located at _____, Sonoma County, California, or any property substituted therefor in accordance with Section 8.3(a) of this Lease Agreement (the "Leased Property");

WHEREAS, the Corporation proposes to lease the Leased Property back to the District pursuant to this Lease Agreement, and to assign certain of its rights and interests hereunder to Westamerica Bank, a California commercial bank, including its successors and assigns (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of July 1, 2023 (the "Assignment Agreement"), by and between the Corporation and the Assignee, and recorded concurrently herewith;

WHEREAS, the proceeds of the assignment under the Assignment Agreement will be applied to: (i) finance the costs of the Project; and (ii) pay Costs of Issuance incurred in connection with the execution and delivery of the Lease Agreement.

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The terms defined in Exhibit A attached hereto and by this reference incorporated herein, as used and capitalized herein, shall, for all purposes of this Lease Agreement, have the meanings ascribed to them in said Exhibit A unless the context clearly requires some other meaning.

Section 1.2. Exhibits. The following exhibits are attached to, and by this reference made a part of, this Lease Agreement:

- Exhibit A: Definitions.
- Exhibit B: The description of the Leased Property.
- Exhibit C: The Schedule of Lease Payments to be paid by the District hereunder with respect to the Leased Property, showing the Lease Payment Date and amount of each such Lease Payment.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation and the Assignee as follows:

(a) *Due Organization and Existence*. The District is a fire protection district duly organized and validly existing under the laws of the State, has full legal right, power and authority under the laws of the State to enter into this Lease Agreement and the Site Lease, and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the District has duly authorized the execution and delivery of this Lease Agreement and the Site Lease.

(b) *Due Execution*. The representatives of the District executing this Lease Agreement and the Site Lease have been fully authorized to execute the same pursuant to a resolution duly adopted by the Board of Directors of the District.

(c) *Valid, Binding and Enforceable Obligations*. This Lease Agreement and the Site Lease have been duly authorized, executed and delivered by the District and constitute the legal, valid and binding obligations of the District enforceable against the District in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of this Lease Agreement and the Site Lease, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or

breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease Agreement and the Site Lease, or the financial condition, assets, properties or operations of the District.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease Agreement and the Site Lease, or the consummation of any transaction on the part of the District herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions on the part of the District contemplated by or the validity of this Lease Agreement and the Site Lease, or upon the financial condition, assets, properties or operations of the District and the District's ability to make the Lease Payments, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions on the part of the District contemplated by this Lease Agreement and the Site Lease, or the financial conditions, assets, properties or operations of the District and the District's ability to make the Lease Payments.

(g) *Condition of Leased Property.* The District is the owner in fee of title to the Leased Property. As of the Closing Date the Leased Property is in sound condition, free and clear of all liens and encumbrances other than Permitted Encumbrances, and free of all defects that would render it unfit for occupancy by the District. All buildings and other structures that are situated on the Leased Property have been constructed in full conformity with all applicable building codes, including all applicable seismic requirements.

(h) *District's Financial Position.* The statement of financial position of the District as of June 30, 2022, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the

District at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the period of such statements, there has been no (i) change which would have a Material Adverse Effect and (ii) no material increase in the indebtedness of the District.

(i) *No Default.* The District has not defaulted or failed to appropriate funds for any of its financial obligations.

(j) *Qualified Tax-Exempt Obligations.* The District is a qualified small issuer (within the meaning of section 265(b)(3)(B) of the Code). This Lease Agreement and the Lease Payments are hereby designated qualified tax-exempt obligations for purposes of section 265(b) of the Code.

(k) *Use of the Leased Property, Essentiality.* During the Term of this Lease, the Leased Property will be used by the District only for the purpose of performing one or more governmental or proprietary functions of the District consistent with the permissible scope of the District's authority. The Leased Property is essential to the District's efficient and economic operations and the lease thereof for use by the District is in the best interest of the District.

(l) *Hazardous Substances.* Other than the storage and use of products and materials that may be considered Hazardous Substances in the ordinary course of the District's operation of the Leased Property for its intended purpose, the Leased Property is otherwise free of Hazardous Substances, and the District is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk.* To the best of the District's knowledge, the Leased Property is not located in a "Special Flood Hazard Area" shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program and has not been subject to material damage from flooding within the last ten (10) years.

(n) *Value of Property.* The insured value of the Leased Property (property replacement cost) is approximately \$_____.

(o) *Useful Life of Leased Property.* The Leased Property has a remaining useful life that extends to at least July ____, 2043.

(p) *Information Provided to Assignee.* All information, reports and other papers and data furnished by the District to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee's reliance thereon in entering into the transactions contemplated by this Lease Agreement. No fact is known to the District which has had or, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the District or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which

assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the District's best estimate of the District's future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Lease Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 2.2. Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District and the Assignee as follows:

(a) *Due Organization and Existence.* The Corporation is a corporation, organized and existing under and by virtue of the laws of the State; has power to enter into the Site Lease, this Lease Agreement and the Assignment Agreement; is possessed of full power to own and hold, improve and equip real and personal property and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(b) *No Encumbrances.* The Corporation has not pledged and will not pledge the Lease Payments or other amounts derived from the Leased Property, and from its other rights under this Lease Agreement and has not mortgaged or encumbered and will not mortgage or encumber the Leased Property, except as expressly provided under the terms of the Site Lease, this Lease Agreement and the Assignment Agreement.

(c) *No Violations.* Neither the execution and delivery of the Site Lease, this Lease Agreement or the Assignment Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Property, except Permitted Encumbrances.

(d) *No Assignments.* Except pursuant to the Assignment Agreement, the Corporation will not assign this Lease Agreement, its right to receive Lease Payments from the District or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) *Execution and Delivery.* The Corporation has duly authorized and executed this Lease Agreement in accordance with all applicable laws.

(f) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease Agreement, the Site Lease and the Assignment Agreement, or the consummation of any transaction on the part of the Corporation herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(g) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions on the part of the Corporation contemplated by or the validity of this Lease Agreement, the Site Lease or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease Agreement, the Site Lease or the Assignment Agreement, or the financial conditions, assets, properties or operations of the Corporation.

(h) *Maintenance of Corporate Existence.* To the extent permitted by law, the Corporation agrees that during the Term hereof it will maintain its existence as a corporation and will not dissolve.

(i) *Not a Fiduciary of the District.* This Lease Agreement constitutes an arm's length commercial transaction between the Corporation and the District. The Corporation is not acting as a fiduciary or a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended.

ARTICLE III

DEPOSIT OF SITE LEASE PAYMENT

Section 3.1. Deposit of Site Lease Payment; Payment of Costs of Issuance.

On the Closing Date, the Assignee shall cause the Site Lease Payment to be applied as follows:

- (a) \$550,000.00 shall be deposited into the Project Fund, and
- (b) \$13,500.00 shall be paid to the Corporation for the Costs of Issuance of this Lease Agreement.

Section 3.2. Project Fund.

(a) The District shall establish and maintain an account that is designated as the "Project Fund" pursuant to a Project Fund Agreement dated as of July 1, 2023 among the District, the Corporation and the Assignee.

SECTION 3.3. Construction of the Project. The District hereby agrees with due diligence to supervise and provide for the acquisition and construction of the Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the District under all applicable requirements of law. The failure by the District to complete the Project by its expected completion date shall not constitute an Event of Default hereunder or a grounds for termination hereof. The District shall maintain accurate records identifying the Project and each component thereof. Upon the completion of the Project, the District shall file a certificate executed by a District Representative with the Assignee stating that the Project have been completed and identifying the amount (if any) to be retained in the Project Fund to pay remaining costs of the Project.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF THIS LEASE AGREEMENT; LEASE PAYMENTS

Section 4.1. Lease. The Corporation hereby leases the Leased Property to the District, and the District hereby leases the Leased Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement. The leasing of the Leased Property by the Corporation to the District pursuant to this Lease Agreement shall not effect or result in a merger of the subleasehold estate of the District and the fee interest of the District in the Leased Property.

Section 4.2. Term of Agreement. The Term of this Lease Agreement shall commence on the Closing Date, and shall end on July ____, 2033, unless such term is extended as hereinafter provided. If, on July ____, 2033, this Lease Agreement shall not be discharged by its terms or if the Lease Payments payable hereunder shall have been abated at any time and for any reason, and not otherwise paid from rental interruption insurance or other sources, or the District shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the District, then the Term of this Lease Agreement shall be extended until there has been deposited with the Assignee an amount sufficient to pay all obligations due under this Lease Agreement, but in no event shall the Term of this Lease Agreement extend beyond July ____, 2043. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Leased Property or any portion thereof.

Section 4.3. Possession. The Corporation has agreed to lease the Leased Property from the District on the Closing Date under and pursuant to the Site Lease. The District hereby agrees to accept and take possession of the Leased Property, pursuant to this Lease Agreement, on the Closing Date. The first Lease Payment shall be due on July ____, 2024.

Section 4.4. Lease Payments.

(a) *Obligation to Pay*. Subject to the provisions of Articles VI and X, the District agrees to cause the payment to the Corporation, its successors and assigns, as rental for the use and occupancy of the Leased Property during each Rental Period, the Lease Payments (denominated into components of principal and interest (with interest of 4.25% per annum calculated on a 30/360 basis; all interest payable under this Lease Agreement is computed using this method, subject to there being no Event of Default or Event of Taxability)) in the respective amounts specified in Exhibit C hereto, to be due and payable in immediately available funds on the respective Lease Payment Dates specified in Exhibit C hereto.

The Lease Payment for the Leased Property payable during any Rental Period shall be for the use of the Leased Property for such Rental Period. All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any Lease Payments that are less than the total Lease Payment due and owing shall be deemed a waiver of any default hereunder.

(b) *Default Rate; Taxable Rate*. So long as there has occurred and is continuing an Event of Default, the interest under this Lease Agreement shall accrue, at the option of the Assignee, at the Default Rate.

From and after the Date of Taxability, if applicable, the interest rate with respect to the Lease Payments shall increase to the Taxable Rate. The District shall inform the Assignee promptly upon the occurrence of a Determination of Taxability.

(c) *Effect of Prepayment.* In the event that the District prepays all remaining Lease Payments in full pursuant to Article X, the District's obligations under this Lease Agreement shall thereupon cease and terminate including, but not limited to, the District's obligation to pay Lease Payments under this Section 4.4; subject however, to the provisions of Section 10.1 in the case of prepayment by application of a security deposit. In the event that the District prepays the Lease Payments in part but not in whole pursuant to Section 10.3 as a result of any insurance or condemnation award with respect to any portion of the Leased Property, such prepayment shall be credited entirely towards the prepayment of the Lease Payments as follows: (i) as directed by the District and if not directed then to the principal components in inverse order of payment date in integral multiples of \$1,000.00; and (ii) the interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable on the principal component thereby prepaid.

(d) *Rate on Overdue Payments.* In the event the District should fail to make any of the payments required in this Section 4.4, and such nonpayment shall not be cured within 10 days of the Lease Payment Date such Lease Payment was due, the payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the Default Rate.

(e) *Fair Rental Value.* The Lease Payments for the Leased Property and the Additional Payments for each Rental Period shall constitute the total rental for the Leased Property for each such Rental Period and shall be paid by the District for each Rental Period for and in consideration of the right of the use and occupancy and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments for the Leased Property and the Additional Payments represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the District and the general public.

(f) *Source of Payments; Budget and Appropriation.* Lease Payments shall be payable from any source of available moneys of the District, subject to the provisions of Articles VI and X.

The District covenants to take such action as may be necessary to include all Lease Payments due hereunder in each of its budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. Annually, the District will furnish to the Assignee a copy of the adopted budget for the current Fiscal Year, and a certificate of the District Representative stating that the Lease Payments have been included in the final budget of the District for the current Fiscal Year, to the full extent required hereunder. Each such budget and certificate shall be filed within 30 days after the adoption of such budget and in any event no later than September 1 in the calendar year in which the District adopts such budget.

The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the District.

(g) *Assignment.* The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee pursuant to the Assignment Agreement, and the District hereby assents to such assignment. The Corporation hereby directs the District, and the District hereby agrees to cause for the payment to the Assignee at the office of the Assignee, all payments payable by the District pursuant to this Section 4.4 and Section 4.7 and all amounts payable by the District pursuant to Article X.

Section 4.5. Quiet Enjoyment. During the Term of this Lease Agreement, the Corporation shall provide the District with quiet use and enjoyment of the Leased Property, and the District shall, during such Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Corporation. The Corporation will, at the request of the District and at the District's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Leased Property as provided in Section 7.2.

Section 4.6. Title. During the Term of this Lease Agreement, the District shall hold fee title to the Leased Property and, pursuant to this Lease Agreement, leasehold title to the Leased Property and the Corporation shall, pursuant to the Site Lease, hold leasehold title to the Leased Property and, in each case, any and all additions which comprise fixtures, repairs, replacements or modifications to the Leased Property, except for those fixtures, repairs, replacements or modifications which are added to the Leased Property by the District at its own expense and which may be removed without damaging the Leased Property pursuant to Section 5.9.

If the District prepays the Lease Payments in full pursuant to Article X or makes the security deposit permitted by Section 10.1, or pays all Lease Payments during the Term of this Lease Agreement as the same become due and payable, the Corporation's leasehold estate in the Leased Property, and all right, title and interest of the Corporation in and to the Leased Property, shall be terminated. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such termination.

Section 4.7. Additional Payments. The District shall pay or cause to be paid, when due, all costs and expenses incurred by the District and the Corporation with respect to this Lease Agreement, including without limitation all Costs of Issuance, compensation, reimbursement and indemnification due to the Assignee, and all costs and expenses of the District and auditors, engineers, attorneys and accountants. In addition, the District agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Leased Property or upon any interest of the Corporation therein or in this Lease Agreement; provided, however, the District may, at the District's expense and in its name, in good faith contest any such

taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Corporation shall notify the District that, in the opinion of Bond Counsel, by nonpayment of any such items, the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property, or any portion thereof, will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes and assessments or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof; and

(iii) any other reasonable fees, costs or expenses incurred by the Corporation or the Assignee in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Leased Property, including, without limitation, any amounts which may become due; provided, however, the District shall not be responsible for any costs incurred by the Corporation associated with any assignment made by the Assignee.

Amounts constituting Additional Payments payable hereunder shall be paid by the District directly to the person or persons to whom such amounts shall be payable. The District shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Corporation to the District stating the amount of Additional Payments then due and payable and the purpose thereof.

Notwithstanding any other provision of this Section 4.7, the District shall pay such additional amounts of rent during any period only to the extent that any such payment, when added to Lease Payments due and owing during such period, will not exceed the fair rental value of the Leased Property for such period.

Section 4.8. No Withholding. Notwithstanding any dispute between the Corporation or the Assignee and the District or any default by the Corporation or the Assignee in any transaction with the District, the District shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute or as a setoff against any claims of the District.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; USE LIMITATIONS; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property shall be the responsibility of the District, and the District shall pay, or otherwise arrange, for the payment of all utility services supplied to the Leased Property which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease Agreement.

The District shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation and the Assignee, and shall provide the Assignee with updates and such other information concerning such contest as the Assignee may request from time to time.

Section 5.2. Modification of Leased Property. The District shall, at its own expense, have the right to remodel the Leased Property or to make additions, modifications and improvements to the Leased Property. All additions, modifications and improvements to the Leased Property shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease Agreement. Such additions, modifications and improvements shall not in any way damage the Leased Property, substantially alter its nature, cause the interest component of Lease Payments to be subject to federal income taxes or cause the Leased Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto pursuant to this Section 5.2, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements. The District will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in

connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District pursuant to this Section 5.2; provided that if any such lien is established and the District shall first notify the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District. The District shall promptly notify the Assignee of any such lien and contest and shall provide the Assignee with updates and other such other information on such lien and contest as the Assignee may request.

Section 5.3. Public Liability and Property Damage Insurance. The District shall maintain or cause to be maintained, throughout the Term of this Lease Agreement, insurance policies, including a standard comprehensive general liability insurance policy or policies in protection of the District, the Corporation and the Assignee, including their respective members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$100,000 for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District and may be maintained in the form of insurance maintained through a joint exercise of powers authority created for such purpose or in the form of self-insurance by the District, with the Assignee's written consent. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.4 Fire and Extended Coverage Insurance. The District shall maintain, or cause to be maintained throughout the Term of this Lease Agreement, insurance against loss or damage to any part of improvements constituting a portion of the Leased Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to the lesser of (a) one hundred percent (100%) of the replacement cost of improvements constituting a portion of the Leased Property, or (b) the aggregate principal amount of the Lease Payments. Such policy may be subject to such deductibles as the District shall deem prudent, but in no event greater than \$50,000, and provided that such policy must expressly waive any co-insurance penalty. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the District and may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers authority created for such purpose. The Net Proceeds of such insurance shall be applied as provided in Section 6.2(a). The Assignee has consented to such insurance coverage maintained through Fire Agencies Insurance Risk Authority, a joint exercise of powers authority.

Section 5.5. Rental Interruption Insurance. The District shall maintain, or cause to be maintained, throughout the Term of this Lease Agreement rental interruption or use and

occupancy insurance to cover loss, total or partial, of the use of any part of the improvements constituting a portion of the Leased Property during the Term of this Lease Agreement as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum unpaid Lease Payments due in any twenty-four (24) month period. The Net Proceeds of such insurance shall be applied towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable. Rental interruption insurance may not be self-insured.

Section 5.6. Title Insurance. On or before the Closing Date, the District shall, at its expense to be paid from the Costs of Issuance, (a) cause a memorandum of this Lease Agreement, the Site and Facility Lease and the Assignment Agreement in form and substance approved by counsel to the District, to be recorded in the office of the Sonoma County Recorder with respect to the Leased Property, and (b) obtain a CLTA title insurance policy covering, and in the amount of not less than the aggregate principal amount of the Lease Payments, insuring the District's and the Assignee's leasehold estate in the Leased Property, subject only to Permitted Encumbrances. The Net Proceeds of such title insurance shall be applied as provided in Section 6.2(c).

Section 5.7. Insurance Net Proceeds; Form of Policies. Each policy or other evidence of insurance required by Sections 5.3, 5.4 and 5.5 shall list the Assignee as a loss payee or additional insured, as applicable, shall include a lender's loss payable endorsement for the benefit of the Assignee, shall provide that all proceeds thereunder shall be payable to the Assignee as and to the extent required hereunder and shall be applied as provided in Section 6.2, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least 10 days before the cancellation or revision becomes effective. Except as otherwise provided herein, or as consented to by the Assignee, all required insurance policies shall be provided by a commercial insurer rated "A" by A.M. Best & Company or rated in one of the two highest rating categories by Moody's and S&P. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Agreement. The Assignee shall not be responsible for the sufficiency of any insurance herein required, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

Annually not later than August 1 in each year during the Term of this Lease Agreement, the District shall furnish or cause to be furnished to the Assignee evidence of all insurance policies required to be maintained by this Article V, which may consist of a certificate describing material terms of such policies.

In the event that any insurance maintained pursuant to Section 5.3 shall be provided in the form of self-insurance, then (a) the District shall maintain reserve balances with respect thereto which are held by an independent trustee, (b) such self-insurance program shall be maintained by the District on an actuarially sound basis, (c) the District shall obtain, and file with the Assignee annually not later than August 1 in each year, the opinion of an independent insurance consultant engaged by the District approving the program of self-insurance and stating that the reserve balances with respect thereto are sufficient, and (d) in the event the self-insurance program is discontinued at any time, the actuarial soundness of the reserve balances shall be maintained.

Section 5.8. Advances. If the District shall fail to perform any of its obligations under this Article V, the Corporation may, but shall not be obligated to, take such action as may be

necessary to cure such failure, including the advancement of money, and the District shall be obligated to repay all such advances as soon as possible, with interest at the Default Rate.

Section 5.9. Installation of District's Equipment. The District may, at any time and from time to time in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Leased Property. All such items shall remain the sole property of the District in which neither the Corporation nor the Assignee shall have any interest and may be modified or removed by the District at any time provided that the District shall repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the District from purchasing or leasing items to be installed pursuant to this Section 5.9 under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Leased Property.

Section 5.10. Liens. The District and the Corporation shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Corporation and the District as provided herein and Permitted Encumbrances. Except as expressly provided in this Article V, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Private Activity Bond Limitation The District shall assure that proceeds of the Assignment of the Lease Payments are not so used as to cause this Lease Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.12. Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause this Lease Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.13. No Arbitrage. The District shall not take, or permit or suffer to be taken by the Assignee or otherwise, any action with respect to the proceeds of this Lease Agreement which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused this Lease Agreement to be an "arbitrage bond" within the meaning of section 148 of the Code.

Section 5.14. Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest component of the Lease Payments from the gross income of the Assignee to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect from time to time.

Section 5.15. Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Lease Agreement for purposes of paragraph (3) of section 265(b) of the Tax Code and hereby covenants that (i) the Lease Agreement does not constitute private activity bonds as defined in section 141 of the Tax Code, and (ii) not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income taxes (excluding, however,

private activity bonds, as defined in section 141 of the Tax Code, other than qualified 501(c)(3) bonds as defined in section 145 of the Tax Code), including this Lease Agreement, have been or shall be issued by or on behalf of the District, including all subordinate entities of the District, during the calendar year 2023.

Section 5.16. Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Lease Agreement does not constitute private activity bonds within the meaning of section 141 of the Internal Revenue Code of 1986 (the "Code"); and 95% of the Net Sale Proceeds of the Lease Agreement are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of 2% of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Lease Agreement is executed, is not reasonably expected to exceed \$5,000,000. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

Section 5.17. Environmental Covenants.

(a) Compliance with Laws; No Hazardous Substances. The District will comply with all Applicable Environmental Laws with respect to the Leased Property and will not (other than as necessary to perform its governmental purposes as a fire protection district) use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) Notification of Assignee. The District will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the District will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee

(c) Access for Inspection. The District will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain If all of the Leased Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Lease Payments shall be abated as of the day possession shall be so taken. If less than all of the Leased Property shall be taken permanently, or if all of the Leased Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Leased Property. The District hereby covenants and agrees to the extent it may lawfully do so that so long as any obligation under the Assignment Agreement to deliver to the Assignee any Lease Payments remains outstanding (even if no Lease Payments are then due), the District will not exercise the power of condemnation with respect to the Leased Property. The District further covenants and agrees to the extent it may lawfully do so that if for any reason the foregoing covenant is determined to be unenforceable or if the District should fail or refuse to abide by such covenant and condemns the Leased Property the appraised value of the Leased Property for purposes of any condemnation award shall not be less than the total amount of the principal component of the unpaid Lease Payments.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award.* The Net Proceeds of any insurance award resulting from any damage to or destruction of any portion of the Leased Property by fire or other casualty shall be applied by the District, when received, to the prompt restoration and repair of the Leased Property.

(b) *From Title Insurance and Eminent Domain Award.* The Net Proceeds of any title insurance or eminent domain award resulting from any event described in Section 6.1 shall be paid by the District to the Assignee, as assignee of the Corporation under the Assignment Agreement, and applied to the prepayment of the Lease Payments in accordance with Section 10.3.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for), there is substantial interference with the beneficial use and occupancy by the District of the Leased Property or any portion thereof (other than any portions of the Leased Property described in Section 5.2), but not any specific portion of the Leased Property, as shall be agreed upon by the District and the Corporation. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Leased Property not damaged or destroyed (giving due consideration to the factors identified in the last sentence of Section 4.4(e)), based upon the opinion of an MAI appraiser with expertise in valuing such properties or other appropriate

method of valuation (and as further described in the next paragraph), in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the District waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

Section 6.4. Security Interest. As additional security for its obligations hereunder, the District hereby irrevocably grants to the Assignee a security interest in any and all Net Proceeds and the right of the District to receive the same. The District shall not cause or permit any other lien or security interest to exist thereon or any adverse claim to exist with respect thereto. Upon the occurrence of an Event of Default hereunder, the Assignee may exercise its rights and remedies as a secured creditor with respect thereto.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS; NO DISCRIMINATION

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. IN NO EVENT SHALL THE CORPORATION OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE ASSIGNMENT AGREEMENT OR THIS LEASE AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE DISTRICT'S USE OF THE LEASED PROPERTY.

Section 7.2. Access to the Leased Property. The District agrees that the Assignee, the Corporation and any Corporation Representative, and the Corporation's and the Assignee's successors or assigns, shall have the right at all reasonable times to enter upon and to examine and inspect the Leased Property. The District further agrees that the Assignee, the Corporation, any Corporation Representative, and the Corporation's and Assignee's successors or assigns, shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the District to perform its obligations hereunder.

Section 7.3. Release and Indemnification Covenants. The District hereby agrees, to the extent permitted by law, to indemnify the Assignee, the Corporation and their respective trustees, officers, employees, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the District or any of its employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the District in the performance of any of its obligations under this Lease, (c) any negligence or willful misconduct of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, (d) any intentional misconduct or negligence of any sublessee of the District with respect to the Leased Property, (e) the use, presence, storage, disposal or clean-up of any Hazardous Substances or toxic wastes on the Leased Property or (f) the failure to comply with any Applicable Environmental Laws. No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease Agreement by the Corporation, the Assignee or their respective officers, agents, employees, successors or assigns. The indemnity hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the termination of the term of this Lease Agreement for any reason. The District and the Corporation each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against promptly upon learning thereof.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1. Assignment by the Corporation. The Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the District under this Lease Agreement, have been assigned to the Assignee pursuant to the Assignment Agreement.

Section 8.2. Assignment and Subleasing by the District. This Lease Agreement may not be assigned by the District. The District may sublease the Leased Property or any portion thereof subject to, and delivery to the Corporation of a certificate as to, all of the following conditions:

(a) The District shall have obtained the prior written consent of the Assignee to such sublease;

(b) This Lease Agreement and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District;

(c) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease;

(d) No such sublease by the District shall cause the Leased Property to be used for a purpose other than as may be authorized under the provisions of the Constitution and laws of the State; and

(e) The District shall furnish the Corporation and the Assignee with a written opinion of nationally-recognized bond counsel, which shall be an Independent Counsel, stating that such sublease does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

If the District subleases the entire Leased Property and receives sublease rents therefor in any amount in excess of the Lease Payments, then the District shall remit such excess to the Assignee and the amounts so remitted shall be applied to prepayment of principal component of the Lease Payments in inverse order. If the District subleases a portion but not all of the Leased Property, then the District shall not be obligated to remit the sublease rents thereunder to the Assignee unless an Event of Default has occurred and is continuing, in which case the District shall remit all such sublease rents to the Assignee and the amounts so remitted shall be applied to prepayment of the principal component of the Lease Payments.

Section 8.3. Amendment of this Lease Agreement.

(a) *Substitution of Property.* The District shall have, and is hereby granted, the option at any time and from time to time during the Term of this Lease Agreement upon the occurrence of an uninsured casualty that destroys or materially damages the Leased Property to substitute other real property or improvements (a "Substitute Property") for the Leased Property (the "Former Property"), or a portion thereof, provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such substitution:

(1) The District shall obtain the prior written consent of the Assignee, which consent shall not be unreasonably withheld;

(2) The District and the Corporation shall enter into an amendment to the Site Lease and Assignment Agreement, in form and substance reasonably acceptable to the Assignee, which adds to Exhibit A thereto a description of such Substitute Property and deletes therefrom the description of the Former Property, and shall cause the Site Lease and Assignment Agreement to be recorded against the Substitute Property;

(3) The District and the Corporation shall enter into an amendment to this Lease Agreement, in form and substance reasonably satisfactory to the Assignee, which adds to Exhibit B of this Lease Agreement a description of such Substitute Property and deletes therefrom the description of the Former Property, and cause this Lease Agreement to be recorded against the Substitute Property;

(4) The District delivers to the Assignee and the Corporation a written certificate that the remaining outstanding principal portion of the Lease Payments does not exceed 90% of the insured value of the Substitute Property;

(5) The Substitute Property shall (A) be unencumbered and unimpaired and title thereto shall otherwise be satisfactory to the Assignee in its sole discretion and (B) not cause the District to violate any of its covenants, representations and warranties made herein;

(6) The District shall obtain a new title insurance policy meeting the requirements of Section 5.6 of this Lease Agreement for the Substitute Property;

(7) The District shall certify that the Substitute Property is of the same or greater essentiality to the District as was the Former Property, and that the Substitute Property has a useful life extending at least to the final expiration date of this Lease Agreement;

(8) The District shall furnish the Corporation and the Assignee with a written opinion of nationally-recognized bond counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes; and

(9) The District and the Corporation shall have provided the Assignee with resolutions in form and substance satisfactory to the Assignee authorizing the District and the Corporation to execute and deliver the amendment to this Lease Agreement and the Site Lease as hereinabove provided and take all other action contemplated in this Section 8.3(a).

(b) *Release of Property.* The District shall have, and is hereby granted, the option at any time and from time to time during the Term of this Lease Agreement to release any portion of the Leased Property, provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The District shall obtain the prior written consent of the Assignee, which consent shall not be unreasonably withheld;

(ii) The District and the Corporation shall enter into an amendment to the Site Lease, in form and substance reasonably acceptable to the Assignee, which replaces Exhibit A thereto with a new description of the Leased Property that properly describes the Leased Property upon such release;

(iii) The District and the Corporation shall enter into an amendment to the this Lease Agreement, in form and substance reasonably acceptable to the Assignee, which replaces Exhibit B hereto with a new description of the Leased Property that properly describes the Leased Property upon such release;

(iv) The District delivers to the Assignee and the Corporation evidence, based upon an independent M.A.I. appraisal satisfactory to the Assignee in its sole discretion that complies with all applicable regulatory requirements and the Assignee's internal policies concerning appraisals, that the Leased Property, as revised by such release, is of equal or greater value than the then Outstanding principal component of the Lease Payments; and

(iv) The District shall obtain an amendment or endorsement to the title insurance policy required pursuant to Section 5.6 which describes the Leased Property, as revised by such release.

(c) *Generally.* Neither the District nor the Corporation will alter, modify or cancel, or agree or consent to alter, modify or cancel this Lease Agreement, except in connection with a substitution, additional rental or release permitted by this Section 8.3. For resolution of doubt, nothing in this Section 8.3 shall be construed to entitle the District to any reduction, diminution, extension or other modification of the Lease Payments whatsoever.

Section 8.4. Costs and Expenses Borne by District. All costs and expenses in connection with any of the acts associated with Sections 8.2 and 8.3 (including, but not limited to, any costs and expenses of the Assignee) shall be borne by the District.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "events of default" under this Lease Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Lease Agreement, with respect to the Leased Property, any one or more of the following events:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement, including failure to provide financial information referenced in Section 11.2(d), other than as referred to in subparagraph (a) of this Section 9.1, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Assignee; *provided, however*, if the failure stated in the notice can be corrected, but not within the applicable period, the failure will not constitute an Event of Default if the District commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures the failure within 30 days after such original 30-day period, unless the Assignee consents in writing to a longer period.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

(d) Any statement, representation or warranty made by the District in or pursuant to this Lease Agreement or its execution, delivery or performance is false, incorrect, misleading or breached in any material respect and the District fails to cure such breach within 10 days after written notification from the Corporation.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the District is an obligor, if such default arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee.

(f) Any default by the District to observe any covenant, condition or agreement on its part to be observed or performed under the Site Lease or this Lease Agreement.

(g) Any court of competent jurisdiction shall find or rule that the Site Lease or this Lease Agreement is not valid or binding against the District or the Corporation.

Section 9.2. Remedies on Default. Upon the occurrence and continuation of any Event of Default referred to in Section 9.1, the Default Rate shall apply, pursuant to Section 4.4(d) hereof. Whenever any Event of Default referred to in Section 9.1 shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement; *provided, however,* that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof, the Corporation may exercise any and all rights of entry and re-entry upon the Leased Property, and also, at its option, with or without such entry, may terminate this Lease Agreement; provided, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Corporation, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Lease Agreement and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the Corporation at the time and in the manner as herein provided, to wit:

(a) In the event the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, in the event the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Corporation. The District hereby irrevocably appoints the Corporation as the agent and special attorney-in-fact of the District solely for the purpose to enter upon and re-lease the Leased Property in the event of default by the District in the performance of any covenants herein contained to be performed by the District and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place within Tulare County, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District hereby waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Leased Property as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Property

and all claims for damages to or loss of any property belonging to the District that may be in or upon the Leased Property. The District agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in paragraph (b) hereof.

(b) In an Event of Default hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Leased Property. In the event of the termination of this Lease Agreement by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Corporation from such re-leasing shall be credited towards the Lease Payments next coming due and payable. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease Agreement. The District covenants and agrees that no surrender of the Leased Property and/or of the remainder of the Term of this Lease Agreement or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

Any amounts received by the Corporation in respect of the Lease Payments or the deficiency under this Section 9.2, and any surplus amounts received from re-leasing under this Section 9.2 shall be applied against the unpaid installments of the principal component of the Lease Payments in inverse order of due date.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. Application of Proceeds. All net proceeds received from the re-lease or other disposition of the Leased Property under this Article IX, and all other amounts derived by the Corporation or the Assignee as a result of an Event of Default hereunder, shall be transferred to the Assignee promptly upon receipt thereof and after payment of all fees and expenses of the Assignee, including indemnifications and attorneys fees, shall be held by the Assignee in escrow to be applied to the Lease Payments in order of payment date.

Section 9.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Assignee under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Assignee, as provided herein.

Section 9.7. Agreement to Pay Attorneys' Fees and Expenses. If any party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the District may, on any date, secure the payment of all or a portion of the Lease Payments remaining due by an irrevocable deposit with the Assignee or an escrow holder under an escrow deposit and trust agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) cash in an amount which is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant, together with interest to accrue thereon and, if required, all or a portion of moneys or Federal Securities or cash then on deposit and interest earnings thereon, be fully sufficient to pay all unpaid Lease Payments on their respective Lease Payment Dates (or date of prepayment, if applicable); or (b) in the case of a security deposit relating to a portion of the Lease Payments, a certificate executed by a District Representative designating the portion of the Lease Payments to which the deposit pertains, and either (i) cash in an amount which is sufficient to pay the portion of the Lease Payments designated in such District Representative's certificate, including the principal and interest components thereof, or (ii) Defeasance Obligations in such amount as will, together with interest to be received thereon, if any, in the written opinion of an independent certified public accountant, be fully sufficient to pay the portion of the Lease Payments designated in the aforesaid District Representative's certificate.

In the event of a deposit pursuant to this Section 10.1 as to all Lease Payments and the payment of all fees, expenses and indemnifications owed to the Assignee, all obligations of the District under this Lease Agreement shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all payments from the deposit made by the District pursuant to this Section 10.1, and title to the Leased Property shall vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments provided for by this Section 10.1 and said obligation shall thereafter be deemed to be and shall constitute the installment purchase obligation of the District for the Leased Property. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to confirm title to the Leased Property in accordance with the provisions hereof. In addition, the Corporation hereby appoints the District as its agent to prepare, execute and file or record, in appropriate offices, such documents as may be necessary to place record title to the Leased Property in the District.

Section 10.2. Prepayment Option. The Corporation hereby grants an option to the District to prepay the principal components of the Lease Payments in full on July ____, 2026 or on any Lease Payment Date thereafter, at a prepayment price equal to the principal amount of Lease Payments to be prepaid without premium thereon.

Said option shall be exercised by the District by giving written notice to the Corporation and the Assignee of the exercise of such option at least thirty (30) days prior to said Prepayment Date.

Section 10.3. Mandatory Prepayment From Net Proceeds of Title Insurance or Eminent Domain. The District shall be obligated to prepay the Lease Payments, in whole or in part, from and to the extent of any Net Proceeds of a title insurance or condemnation award with respect to the Leased Property. The District and the Corporation hereby agree that such Net Proceeds

shall be applied first to the payment of any delinquent Lease Payments, and thereafter shall be credited towards the District's obligations under this Section 10.3. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Assignee and the Corporation, and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in first-class form with postage fully prepaid:

If to the Corporation:	Municipal Finance Corporation 2945 Townsgate Road, Suite 200 Westlake Village, California 91361 Attention: Bill Morton Telephone: (805) 719-1236
If to the District:	Rancho Adobe Fire Protection District 11000 Main Street Penngrove, CA 94951 Attention: Fire Chief Telephone: (707) 795-6011
If to the Assignee:	Westamerica Bank PO Box 1200, A-1B Suisun City, CA 94585-1200 Attention: Credit Administration Telephone: (707) 863-6002

The Corporation, the District and the Assignee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Information to be Provided to Assignee. The District shall provide to the Assignee:

(a) Immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a Default or an Event of Default under this Lease Agreement, together with a detailed statement by a District Representative of the steps being taken by the District to cure the effect of such Default or Event of Default.

(b) Prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any governmental authority with respect to any matter that relates to or could impact any of the Lease Payments.

(c) Promptly upon notice thereof, any termination or cancellation of any insurance policy which the District is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the District property in excess of an aggregate of \$500,000.

(d) The District will furnish, or cause to be furnished, to the Assignee promptly upon receipt by the District and in no event later than 270 days after the close of each Fiscal Year of the District, detailed certified reports of audit, based on an examination sufficiently complete, prepared by an independent certified public accountant, covering the financial operations of the

District for said Fiscal Year. Such audited financial statements shall include such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law;

(e) With reasonable promptness, such other information respecting the District, the Leased Property, and the operations, affairs and financial condition of the District as the Assignee may from time to time reasonably request.

The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the District to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the District to carry out and perform the covenants and agreements on the part of the District contained in this Lease Agreement.

Section 11.3. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation, the District, the Assignee and their respective successors and assigns.

Section 11.4. Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.5. Net-net-net Lease. This Lease Agreement shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 11.6. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease Agreement.

Section 11.7. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9. Corporation and District Representatives. Whenever under the provisions of this Lease Agreement the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by an Corporation Representative and for the District by a District Representative, and each party hereto shall be authorized to rely upon any such approval or request.

Section 11.10. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

Section 11.11. Assignee as Third Party Beneficiary. The parties hereto expressly acknowledge and agree that the Assignee is an intended third party beneficiary of this Lease Agreement and a direct beneficiary under the Assignment Agreement and shall have the rights specified herein and therein. Without limiting the generality of the foregoing, any and all rights reserved to the Corporation hereunder shall be jointly held by the Corporation and the Assignee.

Section 11.12. Time of the Essence. Time is of the essence in the payment and performance of each obligation hereunder.

Section 11.13. Entire Agreement; Amendment. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written or oral understandings and agreements with respect thereto. This Lease Agreement may not be amended except in writing signed by the District and the Assignee.

Section 11.14. Attorneys' Fees. If suit is brought to enforce any terms, covenants or conditions of this Lease Agreement, the parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

IN WITNESS WHEREOF, the Corporation has caused this Lease Agreement to be executed in its name by its duly authorized officer; and the District has caused this Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

MUNICIPAL FINANCE CORPORATION,
as lessor

By: _____
Stefan A. Morton
Treasurer

**RANCHO ADOBE FIRE PROTECTION
DISTRICT,**
as lessee

By: _____
President of the Board

EXHIBIT A DEFINITIONS

"*Additional Payments*" means the payments authorized under Section 4.7 of the Lease Agreement.

"*Applicable Environmental Laws*" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC sections 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC sections 6901 et seq.; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code sections 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code sections 1300 et seq.; the Air Resources Act, California Health & Safety Code sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"*Assignee*" means Westamerica Bank, a California commercial bank, the assignee of the Corporation on the Closing Date, and its successors and assigns.

"*Assignment Agreement*" means the Assignment Agreement, dated as of July 1, 2023, by and between the Corporation and the Assignee, together with any duly authorized and executed amendments thereto.

"*Business Day*" means a day which is not a Saturday, Sunday or legal holiday on which Assigneeing institutions in the state in which the Principal Corporate Trust Office of the Assignee is located are closed or are required to close or a day on which the New York Stock Exchange is closed.

"*Closing Date*" means July ____, 2023.

"*Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or as it may be amended to apply to obligations issued on the Closing Date, together with applicable regulations promulgated under the Code.

"*Corporation*" means Municipal Finance Corporation, a corporation organized and existing under the laws of the State.

"*Corporation Representative*" means the President, Vice President, or any other person authorized to act on behalf of the Corporation under or with respect to the the Lease Agreement and the Site Lease, and identified as such to the District and the Assignee in writing.

"*Costs of Issuance*" means all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the execution and delivery of the Site Lease, the Lease Agreement, and the Assignment Agreement, or the execution and delivery of the Lease Agreement,

including but not limited to filing and recording costs, costs for statistical data, financing discounts, legal fees and charges, financial and other professional consultant fees, and charges and fees in connection with the foregoing.

“*County*” means the County of Sonoma, a county duly organized and existing under the Constitution and laws of the State.

“*Default Rate*” means the interest rate due on the unpaid portion of any Lease Payment due pursuant to Section 4.4 hereof, and in default pursuant to Section 4.4(d) hereof. Such Default Rate shall also be applicable upon the occurrence and continuation of an Event of Default pursuant to Section 9.1 and shall to be equal to the then existing interest rate plus 3.0%.

“*Defeasance Obligations*” means (a) cash, or (b) non-callable Federal Securities.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

- (i) on that date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;
- (ii) on the date when the Assignee notifies the District that it has received a written opinion from Special Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Special Counsel, unless, within 180 days after receipt by the District of such notification and copy of such opinion from the Assignee, the District shall deliver to the Assignee a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;
- (iii) on the date when the District shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or
- (iv) on that date when the District shall receive notice from the Assignee that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest component of the Lease Payments as includable in the gross income of the Assignee due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Assignee, the District shall reimburse the Assignee for any payments, including any taxes, interest, penalties or other charges, such Assignee shall be obligated to make as a result of the Determination of Taxability.

“*District*” means Rancho Adobe Fire Protection District, a fire protection district organized and existing under the laws of the State.

“*District Representative*” means the President of the Board of Directors, the Fire Chief, or any other person authorized to act on behalf of the District under or with respect to the Lease Agreement and the Site Lease, and identified as such to the Assignee in writing.

“*Event of Default*” or “*Default*” means an event of default under the Lease Agreement, as defined in Section 9.1 thereof.

“*Event of Taxability*” means a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the District, or the failure to take any action by the District, or the making by the District of any misrepresentation in this Lease Agreement or the certificate regarding federal arbitrage which has been executed and delivered by the District in connection with this Lease Agreement) which has the effect of causing the interest component of the Lease Payments to be includable, in whole or in part, in the gross income of the Assignee for federal income tax purposes.

“*Fair Market Value*” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “fair market value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (c) the investment is a United States Treasury Security—State and Local Government Series, that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) the investment is the Local Agency Investment Fund of the State but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

“*Federal Securities*” means direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury) or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Fiscal Year*” means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period selected by the District as its fiscal year.

“*Governmental Authority*” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Hazardous Substance*” means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC sections 3011 et seq.).

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Assignee or the District.

"Lease Agreement" means this Lease Agreement for the lease of the Leased Property by the Corporation, as lessor, to the District, as lessee, dated as of July 1, 2023, together with any duly authorized and executed amendments thereto.

"Leased Property" means the Rancho Adobe Fire Protection District laboratory, located at 1737 West Houston Avenue, Visalia, California, and more particularly described in Exhibit B hereto and made a part hereof, or any other property substituted therefor in accordance with Section 8.3.

"Lease Payment Date" means the _____ day of July in each year during the Term of the Lease Agreement, commencing July _____, 2024.

"Lease Payments" means the payments required to be paid by the District pursuant to Section 4.4 of the Lease Agreement, including any prepayment thereof pursuant to Article X of the Lease Agreement, which payments consist of an interest component and a principal component, as set forth in Exhibit C to the Lease Agreement plus, in the case of prepayment, a prepayment premium, if any.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, (c) the validity or enforceability of this Lease Agreement, or (d) the exclusion of interest with respect to the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the Corporation has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated hereby or by the Lease Agreement, or (iii) may adversely affect (A) the exclusion of interest with respect to the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the District to perform its obligations under this Lease Agreement.

"Net Proceeds," when used with respect to insurance or condemnation proceeds, means any insurance proceeds or condemnation award paid with respect to the Leased Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Outstanding," when used as of any particular time with respect to the Lease Payments, means all Lease Payments scheduled but unpaid, except Lease Payments for the payment or redemption of which funds or Defeasance Obligations in the necessary amount shall have theretofore been deposited with the Assignee or an escrow holder (whether upon or prior to the maturity or prepayment date of such Lease Payments).

"Permitted Encumbrances" means, as of any particular time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Article V of this Lease Agreement, permit to remain unpaid; (b) the Assignment Agreement; (c) the Site Lease; (d) this Lease Agreement; (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; and (f) easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the

Closing Date and which the District certifies in writing will not materially impair the use or reduce the value of the Leased Property.

“*Project*” means the acquisition, construction and installation of certain capital improvements at the District. The District reserves the right to amend the description and scope of the Project from time to time in its sole discretion.

“*Project Fund*” means the fund or account by that name established and held by the Assignee under Section 3.3.

“*Rental Period*” means each twelve-month period during the Term of the Lease Agreement or the Term of the Site Lease, as applicable, commencing on July ____ in any year and ending on July ____ in the next succeeding year; *provided, however*, that the first Rental Period shall commence on the Closing Date and shall end on July ____, 2024.

“*Site Lease*” means that certain agreement for the lease of the Leased Property by the District, as lessor, to the Corporation, as lessee, dated as of July 1, 2023, together with any duly authorized and executed amendments thereto.

“*State*” means the State of California.

“*Taxable Rate*” means 6.50%.

“*Term of the Site Lease*” means the time during which the Site Lease is in effect, as provided in Section 4.2 of the Site Lease.

“*Term of the Lease Agreement*” means the time during which this Lease Agreement is in effect, as provided in Section 4.2 of this Lease Agreement.

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Sonoma, State of California and is described as follows:

APN:

EXHIBIT C
SCHEDULE OF LEASE PAYMENTS
4.35% INTEREST RATE

PMT #	Due Date	Lease Payment	To Principal	To Interest
1		\$70,690.21	\$46,177.96	24,512.25
2		70,690.21	48,186.70	22,503.51
3		70,690.21	50,282.82	20,407.39
4		70,690.21	52,470.13	18,220.08
5		70,690.21	54,752.58	15,937.63
6		70,690.21	57,134.31	13,555.90
7		70,690.21	59,619.66	11,070.55
8		70,690.21	62,213.11	8,477.10
9		70,690.21	64,919.38	5,770.83
10		70,690.21	67,743.35	2,946.86
TOTALS:		<u>\$706,902.10</u>	<u>\$563,500.00</u>	<u>\$143,402.10</u>

**DISCUSSION ON
DESIGNATING A
LEGISLATIVE
REPRESENTATIVE**

Keeping RAFD in front of political entities:

RAFD Board liaison.....

Advocacy organizations:

California Special Districts Association, Sonoma County chapter

California Fire districts association

Rancho Adobe Fire Protection District representatives

Senate Majority Leader Mike McGuire

- Government and Finance (Chair)
- Budget & Fiscal Review

Assemblymember Damon Connolly, District 12

Assemblymember Damon Connolly was elected to the California State Assembly in November of 2022 to represent the 12th Assembly District.

Over his nearly two decades in public service, Damon Connolly has been a capable and effective leader who is thoughtful, dedicated, and focused on achieving important policy victories that improve the lives of all North Bay residents.

Damon has been fighting for North Bay communities for 18 years, as a Marin County Supervisor, Vice-Mayor of San Rafael, School Board President, and California Deputy Attorney General.

Top 3 Priorities from campaign material

1. Climate Change
2. Wildfire Prevention
3. Affordable Housing

Member, Budget committee

Member, Budget Subcommittee No. 3 on Climate Crisis, Resources, Energy, and Transportation

Member, Environmental Safety and Toxic Materials

Chair, Select Committee on Wildfire Prevention

Sonoma County BOS

1st District District Supervisor: Susan Gorin ;2nd District District Supervisor: David Rabbitt

3rd District District Supervisor: Chris Coursey ;4th District District Supervisor: James Gore

5th District District Supervisor: Lynda Hopkins

AD Hoc committees. (there are no standing committees)

Fire Services

Creation Date: January 24, 2023

Supervisor Assignments

- Supervisor David Rabbitt 2nd District - Member
- Supervisor Lynda Hopkins 5th District - Member

City of Cotati

Council Members:



Susan Harvey

Mayor



Laura Sparks

Vice Mayor



Ben Ford

Councilmember



Sylvia Lemus

Councilmember



Kay Rivers

Councilmember