



BEN LOMOND FIRE PROTECTION DISTRICT

AGENDA of the BOARD OF DIRECTORS

Wednesday September 18, 2024 at 9:00 AM
Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California
Telephone: 831-336-5495 Fax: 831-336-0300
blfdchief@benlomondfd.com is inviting you to a Meeting

The Board meeting agenda and all supporting documents are available for public review at 9430 Hwy 9, Ben Lomond, CA, 72 hours in advance of a scheduled board meeting.

District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Administrative Assistant as soon as possible, but at least two days prior to the meeting.

FLAG SALUTE/MOMENT OF SILENCE ROLL CALL

President Director Sean Castagna, Director (Vice) Glen Cady, Director Dave Bingham, Director Lisa Hill, Director Tom Maxson and Fire Chief Stacie Brownlee

REGULAR MEETING- Call TO ORDER OPEN TIME FOR PUBLIC EXPRESSION

Please observe a three minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a more lengthy presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

DIRECTOR MATTERS/AGENDA AMENDMENTS

Directors may report on their activities and meetings.
Any changes to the agenda may be made at this time.

CHIEF'S REPORT

The Fire Chief will report on the district's business activities and operations.

COMMUNICATIONS-

BOARD CALENDER EVENTS-Elections

COMMITTEE REPORTS-

Directors may report on committee activities and meetings

CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approval of Minutes August 21, 2024
 - 1.1 Regular Meeting of September 18, 2024
2. Approval of Expenditures for September 18, 2024
 - 2.1 Paid bills in the amount of \$30,301.15
 - 2.2 Paid Payroll in the amount of \$ 59,460.12

Old BUSINESS

1. Upstairs (Discussion/Action)
Key discussion points: No action
Decision(s) made:
Action items and assignee(s)
2. SOP Review
Key discussion points: SOP #2020 Payroll/Sick Leave SB616
Decision(s) made:
Action items and assignee(s)
3. Landscaping
Key discussion points: Started
Decisions made:
Action Items and assignees:
4. Type 3
Key discussion points: Lease agreement

Decisions made: I have not seen a contractual requirement that the District pay this. That being said, it is a business decision for the Board if they want to reimburse just Burton's out of pocket expenses here. It would be a gesture of good will – particularly if the District has an ongoing business relationship with Burton's. But it could open the District to some exposure for say Rosenbauer's out of pocket expenses.

If the Board is at all inclined to do so, I recommend (a) that the District be clear that this is the only expense it will pay here and be clear as to why it is reimbursing Burton's here, and (b) confirm these amounts by asking for the receipts of these amounts before making any payment.

Action Items and assignees:

- 5.. Henflings
Key discussion points: Lease agreement
Decisions made:
Action Items and assignees:

NEW BUSINESS

1. Felton Fire
Key discussion points: Agreement for fire Services
Decisions made:
Action Items and assignees:
2. Appropriation of Limitation
Key discussion points:
Decisions made:
Action Items and assignees:
3. Carry-Over from Fiscal Year 2023-24 Resolution 2024-02
Key discussion points: Resolution 2024-02
Decisions made:
Action Items and assignees:
4. Resolution 2024-03 VFA Grant
Key discussion points:
Decisions made:
Action Items and assignees:

5. Appropriation Limit For Fiscal Year 2024-2025 Resolution 2024-04

Key discussion points:

Decisions made:

Action Items and assignees:

CLOSED SESSION

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

Personnel Complaint

INFORMATION/FUTURE MEETINGS

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

Scheduling of future meetings

Regular Meeting –October 16, 2024

ADJOURNMENT



BEN LOMOND FIRE PROTECTION DISTRICT Board Meeting

Public Hearing to Adopt the FY 2024-2025 Final Budget And Regular
Board Meeting

Wednesday August 21, 2024 at 9:00 AM

Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California

Telephone: 831-336-5495 Fax: 831-336-0300

Roll Call

Directors Present: Chairperson Director Sean Castagna, (Vice) Director Glen Cady, Director Lisa Hill, Director Dave Bingham & Director Tom Maxson

Fire District Staff: Chief Brownlee, Mike Ayers

Absent:, None

Also Present: None

FLAG SALUTE/MOMENT OF SILENCE

ROLL CALL

CALL TO ORDER BOARD REGULAR BOARD MEETING

The meeting of the Board of Directors of the Ben Lomond Fire Protection District was held on Wednesday, August 21, 2024, Chairperson Castagna called the meeting to order at 9:02 AM.

Open Public Hearing- Adopt the FY2024-2025 Final Budget- Director Castagna opened the public hearing at 9:03 AM.

Call to Order – no public comments received.

Director Maxson made a motion to adopt the FY2024-2025 Final Budget as presented, Director Castagna seconded.

Ayes: Chairperson Director Castagna, Director Cady, Director Hill, Director Maxson, and Director Bingham

Noes: None

Abstain: None

Absent: None

Close Public Hearing- Adopt the FY 2024-2025 Final Budget- Director Castagna closed the Public Hearing at 9:06 AM and opened the Regular Meeting.

OPEN TIME FOR PUBLIC EXPRESSION

Please observe a three-minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

PUBLIC EXPRESSION- None

DIRECTOR MATTERS/AGENDA AMENDMENTS- None

Any changes to the agenda may be made at this time.

CHIEF'S REPORT

The Fire Chief will report on the district's business activities and operations

COMMUNICATIONS –

BOARD CALENDER EVENTS- Elections

COMMITTEE REPORTS- None

Directors may report on committee activities and meetings

CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approval of Minutes July 21, 2024 & July 31, 2024
 - 1.1 Regular Meeting of July 21, 2024
 - 1.2 Special Board Meeting of July 31, 2024
2. Approval of Expenditures for August 21, 2024
 - 2.1 Paid bills in the amount of \$81,337.50
 - 2.2 Paid Payroll in the amount of \$ 17,366.83

Approval of Consent Calendar Items

Motion was made by Director Maxson seconded by Director Hill to approve all Consent Calendar items

Ayes: Chairperson Director Castagna, Director Hill, Director Cady, Director Maxson and Director Bingham

Noes: None

Abstain: None

Absent: None

Old BUSINESS

1. Upstairs (Discussion/Action)
Key discussion points: No action
Decision(s) made:
Action items and assignee(s)
2. SOP Review
Key discussion points: SOP #2020 Payroll/Sick Leave SB616
Decision(s) made:
Action items and assignee(s) Chief will submit to the Board the SOP
3. Landscaping
Key discussion points: Board wants Chief to hire a landscaper
Decisions made:
Action Items and assignees: Director Cady will design something for the bell mount
4. Type 3
Key discussion points: Board advised the Chief to send the letter of intent to West-Mark to proceed with the contract for the Type 3. Burtons sent letter to Ben Lomond Fire wanting to be reimbursed for the expenditures that they accrued from the Type 3 build that they could not deliver.
Decisions made:
Action Items and assignees: Chief was advised to send letter from Burtons to the attorney
- 5.. Henflings
Key discussion points: Board will schedule a walk through after lease is up.
Decisions made:
Action Items and assignees:
6. Final Budget 24/25

Key discussion points: Was approved

Decisions made:

Action Items and assignees:

NEW BUSINESS

1. Felton Fire

Key discussion points: Director Bingham wanted to know why the Chief moved forward with helping Felton with coverage. Chief explained that if we did not help that it would still fall back on us to cover with mutual aide. At least this way there would be no cost to Ben Lomond Fire because Felton would be reimbursing Ben Lomond for the coverage.

Decisions made:

Action Items and assignees:

CLOSED SESSION-

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

INFORMATION/FUTURE MEETINGS

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

FUTURE MEETINGS

Regular Board Meeting – September 18, 2024

ADJOURNMENT

The meeting was adjourned at 10:00 AM

ATTEST: _____

Chairperson Castagna

Stacie Brownlee, Secretary



Ben Lomond Fire Protection District

Post Office Box 27, Ben Lomond, California 95005

Telephone: 831-336-5495 Fax: 831-336-0300

TO:	Board of Directors	FROM:	Stacie Brownlee Fire Chief
SUBJECT:	Chief's Report	DATE:	09/18/2024
	Approved	Date	

Correspondence

Administration

Operations

BLFD responded to calls in 72 Aug/Sept

- Structure (2)
- EMS (39)
- Haz Mat (0)
- Vehicle Acc. (1)
- Public Service (18)
- Smoke Checks (3)
- Other, wires (2)
- Mutual Aide calls (3) Boulder, (14) Felton, (1) CTL(2) Santa Cruz(2) CZU
- Storm related (0)
- Wildland (0)

Training

- Truck Block

Logistic

Fire Prevention/Ed

1st week of Oct. Boulder, Last week SLVE, Firewise @ Quail Hollow& Love Creek

**BEN LOMOND FIRE PROTECTION DISTRICT
OF SANTA CRUZ COUNTY**

Date: September 18, 2024

To: County Auditor, Controller

From: Laurie Dennis (831) 336-5495

Subject: Approved Bills for Payment Transmittal

Vendor bills have been approved for payment out of district funds totaling an amount of

\$ 30,301.15.

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

September 18, 2024 .

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

CLAIMS BY VENDOR

08/21/2024

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
ATCHISON, BARISONE & CONDOTTI	//	62381	Services provided 07/01-07/31/24 (related to Henflings lease & discussions, letter for Burtons)	\$1,656.97	<input type="checkbox"/>
BURGESS, NICK	//	62928	Reimb. for - charge for Hampton Inn (Dawson/Giannini) room, wouldn't chrg to CalCard	\$143.45	<input type="checkbox"/>
CODE 3 RESCUE	//	62715	7 Rope Bags, 2 Packs, 12 slings, 10 anchor straps, asstd hardware (swivel pulleys, carabiners, etc.)	\$8,428.21	<input type="checkbox"/>
MUNICIPAL EMERGENCY SERVICES INC	//	61110	Turnout coat and pant- H Langmo	\$3,894.94	<input type="checkbox"/>
			Total	\$14,123.57	

CLAIMS BY VENDOR

08/28/2024

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
AULDRIDGE, JACOB	//	62826	Reimb. for EMT Class and associated fees	\$1,000.00	<input type="checkbox"/>
BROWNLEE, STACIE	//	61846	Employee Reimburse - bedding for upstairs	\$102.06	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61721	E2210- plugs and fuses	\$28.68	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61425	Household supplies (trash bags, toilet cleaner, etc.)	\$39.01	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61846	Station supplies (wall plates, misc. screws, lights)	\$81.52	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Main account bill- 5th Tuesday items, food after fire call, strike team meals	\$1,676.21	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Main account bill- Adobe and Microsoft back up softwares	\$46.95	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- Arden property SLV Water and PG&E billings	\$97.23	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62888	Main account bill- Business With Pleasure printing- will be reimb. by Educ. Trlr JPA	\$284.25	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	86110	Main account bill- front landscape project- bal. due for lettering	\$415.78	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62928	Main account bill- hotel rooms on strike team	\$1,609.97	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Main account bill- HULU, Verizon Wireless and Comcast billings	\$1,065.24	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61920	Main account bill- medical supplies	\$116.18	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61731	Main account bill- misc. batteries	\$86.58	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61110	Main account bill- name tags	\$15.85	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61846	Main account bill- replacement kitchen faucet	\$186.56	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- station SLV Water and PG&E billings	\$1,392.43	<input type="checkbox"/>
Total				\$8,244.50	

CLAIMS BY VENDOR

09/11/2024

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
BEN LOMOND FIRE PROTECTION DISTRICT	//	40440	August rent payment - returned check NSF Henflings	\$3,824.54	<input type="checkbox"/>
FIRE RISK MANAGMENT SERVICES-FRMS	//	53010	Monthly insurance premium - October 2024	\$141.69	<input type="checkbox"/>
GREENWASTE RECOVERY INC	//	61425	Garbage & Recycle 08/01-08/31/24	\$150.06	<input type="checkbox"/>
GROSS, RUSSELL E. , REAL ESTATE, INC.	//	62381	Property Managment - Henfling's Tavern for August 2024	\$157.50	<input type="checkbox"/>
IHWY, LLC	//	62381	Web hosting / Mail Accts for September 2024	\$72.50	<input type="checkbox"/>
L.N. CURTIS & SONS	//	62888	Shipping fees for prior order recd (Inv #900484 for 13 mesh duffle bags)	\$116.95	<input type="checkbox"/>
PLEXUS GLOBAL, LLC	//	62381	New hire backgrounds (Auldrige, Sheets)	\$81.95	<input type="checkbox"/>
SANTA CRUZ CO PUBLIC WORKS	//	61425	Dump fees- August 2024	\$16.50	<input type="checkbox"/>
SCM PERFORMANCE	//	86110	Labor on 09-09/11/24 - upstairs/ bathroom	\$2,520.00	<input type="checkbox"/>
WEX BANK	//	62920	Shell Card billing - fuel purchases	\$851.39	<input type="checkbox"/>
Total				\$7,933.08	

PAYROLL SD 02
 PAY PERIOD #19
 GL KEY# 680600

Beg Date: 08/31/24

ATTN: Auditor-Controller
 End Date: 09/13/24

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$46.70	SALARY	888	0.00	\$3,736.00
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$37.00	REGULAR HOURS	888	24.00	\$888.00
			SICK	022	0.00	\$0.00
DUTY CHIEF						
EMPLOYEE #						
800494	Mike Ayers	\$75.00	PER SHIFT	888	6.00	\$450.00
801757	Matt Sanders	\$75.00	PER SHIFT	888	1.00	\$75.00
803541	Nick Burgess	\$75.00	PER SHIFT	888	7.00	\$525.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
DAY WORKER- STATION						
EMPLOYEE #						
803842	Garrett Fisher	\$25.00	HOURLY	888	40.00	\$1,000.00
803879	Kevin Giannini	\$25.00	HOURLY	888	32.00	\$800.00
		\$25.00	HOURLY	888	0.00	\$0.00
803842	Garrett Fisher	\$25.00	HOURLY/ FELTON-10 hrs	888	40.00	\$1,000.00
803879	Kevin Giannini	\$25.00	HOURLY/ FELTON-10 hrs	888	70.00	\$1,750.00
804060	Jacob Auldridge	\$25.00	HOURLY/ FELTON-10 hrs	888	20.00	\$500.00
804074	Jonathan Sheets	\$25.00	HOURLY/ FELTON-10 hrs	888	40.00	\$1,000.00
804050	Connor Scarborough	\$25.00	HOURLY/ FELTON-10 hrs	888	10.00	\$250.00

Prepared by

Laurie Dennis 09/11/24
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	24.00	\$11,974.00
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

Payroll Batch Control
 Employees 10
 Line Entries 13
 Total Reg. & Special Hours 24.0
 Total Regular & Special Amounts \$12,435.54

VOLUNTEER PAY

TOTAL	24.00	\$12,435.54
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0.00 *
 12,435.54 +
 888.00 -
 11,547.54 *
 0.00 *

51000 Regular Pay	\$11,974.00
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
Total	\$12,435.54

PAYROLL SD 02
 PAY PERIOD #18
 GL KEY# 680600

Beg Date: 08/17/24

ATTN: Auditor-Controller
 End Date: 08/30/24

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$46.70	SALARY	888	0.00	\$3,736.00
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$37.00	REGULAR HOURS	888	32.00	\$1,184.00
			SICK	022	0.00	\$0.00
DUTY CHIEF						
EMPLOYEE #						
800494	Mike Ayers	\$75.00	PER SHIFT	888	4.00	\$300.00
800493	Mark Brown	\$75.00	PER SHIFT	888	7.00	\$525.00
801757	Matt Sanders	\$75.00	PER SHIFT	888	3.00	\$225.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
DAY WORKER- STATION						
EMPLOYEE #						
803842	Garrett Fisher	\$25.00	HOURLY	888	48.00	\$1,200.00
803879	Kevin Giannini	\$25.00	HOURLY	888	32.00	\$800.00
801757	Matt Sanders	\$25.00	HOURLY	888	3.00	\$75.00
804060	Jacob Auldridge	\$25.00	HOURLY/ FELTON-10 hrs	888	10.00	\$250.00
803842	Garrett Fisher	\$25.00	HOURLY/ FELTON-10 hrs	888	30.00	\$750.00
803879	Kevin Giannini	\$25.00	HOURLY/ FELTON-10 hrs	888	70.00	\$1,750.00
804050	Connor Scarborough	\$25.00	HOURLY/ FELTON-10 hrs	888	20.00	\$500.00
803725	Trept Walker	\$25.00	HOURLY/ FELTON-10 hrs	888	20.00	\$500.00

Prepared by *[Signature]* DATE 08/28/24


Pay Type	Hours	Dollars
REGULAR HOURS	32.00	\$11,795.00
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

Payroll Batch Control
 Employees *AT 13*
 Line Entries 18
 Total Reg. & Special Hours 32.0
 Total Regular & Special Amounts \$47,024.58

VOLUNTEER PAY
 TOTAL 32.00 \$47,024.58

51000 Regular Pay	\$11,795.00
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$34,768.04
53010 Emp Ins & Ben	\$461.54
Total	\$47,024.58

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 0•00 *
 47,024.58 +
 1,184.00 -
 45,840.58 *

	Ben Lomond Fire Protection District	Policy # 2020 Date 4/06
	SOP ADMINISTRATION PERSONNEL	TITLE: Payroll Distribution Revision date 01/24

To provide a consistent secure method of payroll distribution to District employees.
To be adhered to by all District personnel.

Payroll Check Disbursement:

Payroll checks and support documents shall be picked up at the County Auditor's office on each scheduled payday.

Only the Fire Chief and/or District Secretary shall be responsible for signing and receiving payrolls from the payroll division of the County Auditor's office.

Payroll checks shall be distributed by the Fire District administrative staff only.

No checks shall be turned over to any person other than the named employee unless written authorization has been received previous to payroll disbursement.


Volunteer payroll will be done in the 23rd or 24th pay period each year. Payroll checks for the volunteers will be given out at the annual Holiday Party. The Holiday Party is generally held on the 1st Friday of December each year.

Out of County Strike Team Reimbursement/Payment/Procedure/Rates:

Personnel will be paid according to current rates as submitted to OES/CFAA.

Provide compensation to paid/call firefighters on the next possible pay period following the demobilization of strike team and submission of approved form OES F42 and or complete all other Ben Lomond Fire required documents.

Ben Lomond Fire complies with the Division of Labor Standards Healthy Workplace/Healthy Families Act: California paid sick leave.

	Ben Lomond Fire Protection District	Policy # 2020 Date 4/06
	SOP ADMINISTRATION PERSONNEL	TITLE: Payroll Distribution Revision date 01/24

To provide a consistent secure method of pay rate to District employees, volunteer Firefighters, maintenance workers and Directors. To be adhered to by all District personnel.

2021.2.1 See most recent Salary Survey

2021.2.2 Limited term contract

2021.2.3 Healthy Workplaces/Healthy Family Act:

**BEN LOMOND FIRE PROTECTION DISTRICT
STANDARD OPERATING PROCEDURES**

ARTICLE: I Administration

SOP: 2020

SECTION: 2021 Personnel

SUBJECT: Use of limited term employees during times of disaster

Purpose: To establish procedure for use of limited term employees during times of disaster such as Wildfire, Flooding, Extreme weather, Pandemic, Earthquake, or other disasters both within the district and across the state as part of the California Fire Assistance Agreement and Master Mutual aid agreement.

Scope:

The District will reimburse employees, the full amount reimbursed from the State of California or FEMA, in accordance with the California Fire Assistance Agreement. Rates of pay for the various positions are filed annually with CAL OES and current copies may be obtained from the Fire District Office. All taxes, and any other liabilities incurred to the District shall be withheld from the payment. The District has adopted a Limited Term Contract, **Addendum A**, for employees who participate in Strike Team Deployments or extended commitment within the district. Employees are compensated from time of dispatch to the time of return to the fire station (portal to portal) for strike team deployment. Employees will be compensated on approved extended incidents within district by the hours worked on their assigned shift(s) and are compensated overtime in accordance with the contract.

Procedure:

- 1) In the event of a strike team request, an incident or series of incidents where an extended commitment will be required for continuity of operations, the Fire Chief may request approval of the board to enter into limited term employment with current volunteer staff.
- 2) The Fire Chief will inform the board of the situation in brief, the number of employees needed, and when possible, an estimated commitment time.
- 3) In the event of an immediate need, the Fire Chief is authorized to deploy 1 apparatus with no less than 2 and no more than 4 staff members on to an incident. The Fire Chief will contact the board in a timely manner to advise of the deployment.
- 4) The Company Officer of the Apparatus(s) shall complete the California State F-42 form for strike team deployment or ICS 214 form for all other incidents. All forms shall be returned to the Fire

Chief or designee. The Company Officer shall also complete a Limited Term Contract for each employee, which participated in the Strike Team deployment and submit to the Fire Chief or designee.

- 5) Limited Term contract hours submitted and paid through the District's normal payroll process as "extra help" 51010.
- 6) The Fire Chief shall submit all proper documentation to CAL OES and/or FEMA for reimbursement.
- 7) Upon receipt of the reimbursement invoice, the Fire Chief shall sign and date the invoice and return to the proper agencies.

Addendum "A"
LIMITED TERM CONTRACT

All sections of the District policy, procedures and job descriptions for contract position must be adhered to. The hourly rate listed below includes a uniform allowance.

Upon execution of this contract by the respective parties, the employee listed below is a Limited Term Employee of the Ben Lomond Fire District for the specified dates and hours listed on an ICS 214 or other timekeeping form used by the incident.

Compensation will be the per hour rate, for position checked below, for every hour worked up to 53 hours in a 7-day work cycle. Every hour worked in excess of 53 hours in a 7-day work cycle will be compensated at 1.5 the per hour rate as FLSA overtime. A 7-day work cycle begins and ends on Saturday at 0000 hours.

No other benefits other than Workers Compensation Insurance. Wages paid for contracted hours only. Limited Term hours submitted and paid through the District's normal payroll process.

A Limited Term Employee is appointed at the sole discretion of the Fire Chief. The employment is at will and may be terminated without cause at any time by either party. The Limited Term Employee is entitled only to the pay earned prior to the time of termination.

Refer to the most current Cal OES Salary Survey for Ben Lomond Fire Protection District at caloes.ca.gov/mars

Start Date - _____ Start Time - _____ hours

End Date - _____ End Time - _____ hours

Total hours worked - _____

Employee Name (print) _____ (sign) _____

Signature, Fire Chief

**HEALTHY WORKPLACES/HEALTHY FAMILIES ACT:
CALIFORNIA PAID SICK LEAVE**

(as amended effective 1/1/2024)

- An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later. Accrued paid sick leave shall carry over to the following year of employment and may be capped at 80 hours or 10 days.
- An employer can also provide 5 days or 40 hours, whichever is greater, of paid sick leave "up-front" at the beginning of a 12-month period. No accrual or carry over is required.
- Other accrual plans that meet specified conditions, including PTO plans, may also satisfy the requirements. Usage:
- An employee may use paid sick days beginning on the 90th day of employment.
- An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- An employer may limit the use of paid sick days to 40 hours or five days, whichever is greater, in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2024, between the BEN LOMOND FIRE PROTECTION DISTRICT ("Landlord") and Mario Ibarra and Antonio Hernandez (collectively, "Tenant") (collectively referred to as the "Parties"). Landlord and Tenant agree to all of the terms and conditions of this Agreement as follows:

RECITALS

- A. Landlord owns certain real property in Ben Lomond, California located at 9450 Highway 9, APN: 077-102-20, consisting of approximately 1,400± rentable square feet (the "Premises"); and
- B. Pursuant to a Parking Easement Agreement entered into between the District and A.L. Scarborough, Vicki Scarborough, J.M. Scarborough and Karen Scarborough (hereinafter "Parking Easement Agreement"), Landlord has a non-exclusive easement for parking within certain designated parking spaces, all as shown in the Parking Easement Agreement attached as Exhibit C, and for ingress and egress to and from these parking spaces from State Highway 9; and
- C. Pursuant to an Easement Agreement entered into between the District, A.L. Scarborough, Vicki Scarborough, J.M. Scarborough and Karen Scarborough, (hereinafter "Leachfield Easement Agreement"), Landlord has a non-exclusive easement for installation, maintenance, and repair of a leachfield for the septic system located on and serving the Premises, all as shown in the Leachfield Easement Agreement attached as Exhibit D; and
- D. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, on the terms and subject to the conditions of this Agreement, the Premises in exchange for Tenant's performance of its obligations pursuant to this Agreement and other consideration described herein.

NOW THEREFORE, in consideration of the mutual terms, covenants, agreements, representations and warranties contained in this Agreement, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

RECITALS. The above recitals are restated and incorporated herein as though fully set forth.

ARTICLE 1. BASIC LEASE PROVISIONS

The following are basic terms applicable to this Agreement. The Sections and Exhibits referenced below explain and define the basic terms and are to be read in conjunction with basic terms:

1.01 Tenant's Trade Name. [INSERT]

1.02 Term. Commencing on October 1, 2024 ("Commencement Date"), and terminating December 31, 2027 ("Expiration Date"), unless sooner terminated or extended pursuant to the terms of this Agreement.

1.03 Premises. The Premises shall include that certain designated area located at 9450 Highway 9, Ben Lomond, California, 95005, APN: 077-102-20, and consisting of approximately 1,400± rentable square

feet, including a commercial building (hereinafter the "Building"). The Premises are depicted in Exhibit B, which is attached hereto and incorporated herein.

1.04 Access. Tenant shall have access to park within certain designated parking spaces, and to ingress and egress to and from these parking spaces from State Highway 9, as provided in Section 2.02 herein and pursuant to the Parking Easement Agreement attached in Exhibit C. Tenant shall also have access to the septic system leachfield for maintenance and repair purposes of the septic system located on and serving the Premises, as provided in Section 2.03 and pursuant to the Leachfield Easement Agreement attached as Exhibit D.

1.05 Base Rent. The monthly base rent for the Premises shall be as follows:

- a. For the first three months of the term of this Agreement (October 1, 2024 through December 31, 2024) the monthly base rent for the Premises shall be zero dollars (\$0) per month.
- b. From January 1, 2025 through December 31, 2025, the monthly base rent for the Premises shall be four thousand dollars (\$4,000) per month.
- c. From January 1, 2026 through December 31, 2026, the monthly base rent for the Premises shall be four thousand one hundred twenty dollars (\$4,120.00) per month.
- d. From January 1, 2027 through December 31, 2027, the monthly base rent for the Premises shall be four thousand two hundred forty-three dollars and sixty cents (\$4,243.60) per month.

1.06 Use of Premises. Tenant may use the Premises for operation of a bar and for no other use without Landlord's prior written consent. (Section 8.01)

1.07 Security Deposit. Equal to two month's rent, or eight thousand dollars (\$8,000). (Section 7.01).

1.08 Guarantors of Lease. Mario Ibarra and Antonio Hernandez (See Exhibit A).

1.09 Address for Notices to Tenant.

Mario Ibarra and Antonio Hernandez
PO Box 413 Ben Lomond, CA 95005-9223
[EMAIL ADDRESS]

ARTICLE 2. LEASE OF PREMISES

2.01 Ben Lomond Fire Protection District as Landlord. Tenant acknowledges and understands that Landlord is a public entity. Whenever a provision contained in this Agreement, or any extension, modification or amendment, requires the "written consent" of Landlord, such consent must be obtained from the then acting Fire Chief or authorized designee for the District. Tenant may not rely on any statement or representation by any other employee, agent or representative of Landlord in obtaining such consent and any such statement or representation other than the express written consent of the Fire Chief or authorized designee shall be null and void and have no effect. Nothing contained in this Section shall limit in any way the authority of the District from approving or withholding consent to any event or activity regulate by local law.

- 2.02 Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises which includes certain designated area located at 9450 Highway 9, Ben Lomond, California, 95005, APN: 077-102-20, and consisting of approximately 1,400± rentable square feet, including a commercial building (hereinafter the “Building”). The Premises are depicted in Exhibit B, which is attached hereto and incorporated herein.
- 2.03 Parking Access and Limitations. Tenant shall have access to park within the twelve (12) designated parking spaces, labeled 16S through 27S, on certain real property commonly known as APN 77-102-13 and APN 77-102-11, as depicted in the diagram in the Parking Easement Agreement attached as Exhibit C (hereinafter “Parking Easement Area”). Tenant shall also have access to ingress and egress to and from the Parking Easement Area from State Highway 9. Tenant shall be limited to use and access the Parking Easement Area between the hours of 6:00pm and 2:00am of each day. Tenant shall also keep the Parking Easement Area free of any trash, including without limitation, cans and bottles, arising from the use of the Parking Easement Area by customers and employees of Tenant. Tenant shall be subject to all other terms and conditions provided in the Parking Easement Agreement attached as Exhibit C.
- 2.04 Septic System Leachfield Access. Tenant shall also have access to a septic system leachfield, for maintenance and repair purposes of the septic system located on and serving the Premises, as designated in the Leachfield Easement Agreement attached as Exhibit D. Tenant shall be subject to all terms and conditions of the Leachfield Easement Agreement.
- 2.05 Condition of Premises. Landlord shall deliver the Premises in broom-clean condition on the Commencement Date with all electrical, plumbing, and HVAC systems in good working condition.

Tenant acknowledges the uniqueness of the Premises; with the exception of the agreed to conditions in this Section 2.05, Tenant accepts the Premises AS IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS, existing on the date of execution of this Agreement, and subject to all applicable zoning, municipal, county or state laws, ordinances and regulations affecting the use of the Premises. Tenant acknowledges that it has satisfied itself, by its own independent investigation, verified that the Premises are suitable for Tenant’s intended use of the Premises, and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant’s business. Landlord does not guarantee any other items in or around the Premises including, but not limited to, refrigeration units, stoves, hoods, vents, bar equipment, decking, and landscaping.

ARTICLE 3. TERM

- 3.01 Commencement of Term. The initial term of this Agreement (the “Term”) shall commence on October 1, 2024 (“Commencement Date”), and shall continue until the date of termination on December 31, 2027 (“Expiration Date”), unless sooner terminated or extended pursuant to the terms of this Agreement.
- 3.02 Expiration; Holding Over. The Term will expire at 5:00 p.m. on the date specified in Section 1.02, unless sooner terminated or otherwise extended as permitted under this Agreement. If Tenant should remain in possession of the Premises after the expiration of the Term of this Agreement in the absence of a new lease agreement or after Landlord has declared a forfeiture of this Agreement as a result of Tenant’s default, then such holding over shall be construed as a tenancy from month to month, subject

to all of the terms, conditions, provisions and obligations of this Agreement at the time this Agreement expires or upon the Tenant's default, as the case may be, except the Minimum Annual Rent shall be one and one-half (1½) times the amount of such rent in effect prior to the Tenant's holdover. Unless Tenant obtains the express written consent of Landlord to holding over, Landlord does not waive its right to pursue any legal or equitable remedy against Tenant with regard to Tenant's continued possession of the Premises after the expiration of the term of this Agreement. Under a month to month tenancy, Tenant may terminate this Agreement by providing Landlord with written notice at least thirty (30) days prior to the intended termination date. Tenant shall be responsible for paying Rent through the Termination Date even if moving out early. Landlord may terminate the tenancy by giving notice to Tenant as required by law.

3.03 Extension Option. Except as provided in Section 3.04, below, Tenant shall have one (1) option ("Extension Option") to extend the Term for an additional period of three (3) years (the "Option Period") by giving Landlord prior written notice of Tenant's exercise of the option at least six (6) months before the expiration of the Term, and not more than eight (8) months before the expiration of the Term. If, however, there exists an uncured default on Tenant's part either at the time of the exercise of the Extension Option or at the time that any Option Period would commence, then Landlord may cancel Tenant's exercise of such Extension Option, in which case the Extension Option shall be of no further force or effect and shall be deemed canceled; provided, however, that prior to cancellation Landlord shall provide Tenant with thirty (30) days advance written notice and an opportunity to cure.

The Extension Option shall be on all the same terms as this Agreement, except that the Monthly Base Rent for such Option Period shall contain three percent (3%) annual rent increases as set forth in Section 4.03 herein. The Extension Option is personal to the Tenant and any Transfer of such Tenant's interest in this Agreement (other than a Permitted Transfer), whether or not consented to by Landlord, shall cause such Extension Option to terminate and be of no further force or effect.

3.04 Surrender of Premises and Leasehold Interest.

- a. Surrender. On the expiration or termination of this Agreement, Tenant shall:
 - i. Surrender the Premises to Landlord in a clean, sanitized, and in good order and condition, except for ordinary wear and tear;
 - ii. Surrender all keys to the Premises to landlord;
 - iii. Remove all of Tenant's personal property and repair any and all damage resulting from the removal; and
 - iv. Restore the Premises to the condition existing as of the first day of the Term or better.
- b. Landlord's Property. Landlord may remove, store, and dispose of any items Tenant does not remove from the Premises, as permitted or required under this Agreement.
- c. No Implied Acceptance of Surrender. Landlord's acceptance of Tenant's surrender of the Premises will be valid and binding only if it is in writing signed by landlord, and no act by Landlord will be deemed to be Landlord's acceptance of Tenant's surrender.
- d. Survival of Surrender Obligations. Tenant's obligations under this Section will survive the expiration or termination of this Agreement.

3.05 Termination for Fire Station Purposes during Option Period. The provisions of Section 3.03 notwithstanding, Landlord may terminate Tenant's tenancy during the Option Period, by providing not less than one (1) year written notice of termination, if Landlord determines, in its sole discretion, that

it requires possession of the Premises for purposes of providing fire protection services or facilities including, but not limited to, services or facilities related to fire protection, rescue, emergency medical care, ambulance services, or other services or facilities relating to the protection of lives and property.

ARTICLE 4. RENT

- 4.01 Rent. During the term of this Agreement, and beginning on the Commencement Date, Tenant shall pay the Base Rent as follows:
- a. For the first three months of the term of this Agreement (October 1, 2024 through December 31, 2024) the monthly base rent for the Premises shall be zero dollars (\$0) per month.
 - b. From January 1, 2025 through December 31, 2025, the monthly base rent for the Premises shall be four thousand dollars (\$4,000) per month.
 - c. From January 1, 2026 through December 31, 2026, the monthly base rent for the Premises shall be four thousand one hundred twenty dollars (\$4,120.00) per month.
 - d. From January 1, 2027 through December 31, 2027, the monthly base rent for the Premises shall be four thousand two hundred forty-three dollars and sixty cents (\$4,243.60) per month.

Rent shall be paid without deduction, setoff, prior notice or demand and shall be prorated at the rate of 1/30 of the minimum monthly rent per day. All rent shall be paid to Landlord at the address to which notices are given on the first day of the month, unless Landlord provides written notice of change of address.

Each monthly payment shall be paid without deduction, offset, prior notice or demand.

4.02 Commencement of Rent.

- a. Tenant's obligation to pay rent under this Agreement shall commence on the Commencement Date specified in Section 3.01.
- b. In the event that Tenant's obligation to pay rent does not commence on the first (1st) day of a calendar month, Tenant shall pay rent for the fractional month on a per-diem basis (calculated on the basis of a thirty (30)-day month). Tenant shall thereafter pay rent monthly, on or before the first day of the calendar month (the "Rent Due Date") following the commencement of Tenant's obligation to pay rent, and on or before the first of each successive month thereafter during the initial Term, and during the Option Period, if exercised.

4.03 Annual Adjustment to Minimum Annual Rent for Extension Option. If the Extension Option is exercised, the Monthly Base Rent for the Option Period shall contain three percent (3%) annual rent increases.

4.04 Late Charges and Interest on Unpaid Rent. If any installment of Rent, statement, report or record referenced herein which is due from Tenant is not received by Landlord when due, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent as a late charge, and interest at the rate of one and one half percent (1 1/2%) per month, or the maximum rate of interest allowed by law, whichever is greater, on the unpaid balance of said rent or sum until paid. The Parties agree that said late charges and interest represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. The acceptance by Landlord of any late charge shall

not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Agreement or as provided by law.

Additionally, if a check is returned for non-sufficient funds ("NSF"), Tenant shall pay to Landlord any NSF processing fee. If any payment is returned for NSF or because Tenant stops payment, then Landlord may, in writing, require Tenant pay future rent in cash,

ARTICLE 5. TAXES; ASSESSMENTS

- 5.01 Personal Property Taxes. Tenant shall pay before delinquency all federal, state or local taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Building or Premises, and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.
- 5.02 Possessory Interest Taxes. Tenant shall pay before delinquency all possessory interest taxes, assessments, license fees, and other charges that are levied and assessed against the leasehold interest. "Possessory Interest Tax" means that tax imposed pursuant to laws of the State of California on leaseholds of tax exempt property and does not include taxes on Tenant's inventory, personal, or any other tax or assessment that is presently or may, in the future be levied. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

ARTICLE 6. OPERATING EXPENSES

- 6.01 Tenant's Responsibility. Tenant shall be solely responsible for all operating expenses incurred in maintaining, repairing and operating the Premises during the Term. These operating expenses include, but are not limited to, general maintenance and repair of the exterior siding, periodic cleaning, repair and replacement of the roof, periodic maintenance, repair and replacement of the heating, ventilation and air condition ("HVAC") system, and periodic maintenance, repair and replacement of the building's windows, flooring, plumbing, subflooring and grease traps.

ARTICLE 7. SECURITY DEPOSIT

- 7.01 Amount of Deposit. Tenant acknowledges that a deposit in the amount of eight thousand dollars (\$8,000) or an amount equal to two months Rent, whichever is greater ("Security Deposit") is due and owing as of the Commencement Date. This Security Deposit shall be held by Landlord, without liability for interest, as partial security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Agreement to be performed by Tenant. Landlord may commingle the Security Deposit and shall not be required to keep it separate from its general funds.
- 7.02 Adjustment. Landlord may adjust the Security Deposit amount annually to account for increases in the Rent. Such additional Security Deposit amounts shall be due within a timeline approved by landlord. The Security Deposit shall not exceed the equivalent of two months of Rent.
- 7.03 Use and Return of Deposit. If Tenant fails to abide by any of the terms, covenants and conditions of this Agreement, then Landlord, at its option, may use any amount of the Security Deposit to compensate Landlord for any loss or damage sustained or suffered due to such failure by Tenant. The

entire Security Deposit, or any portion thereof, may be applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder. Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount in the form of a cashier's check to restore the Security Deposit to the original sum deposited or two months of Rent, whichever is greater. Failure to do so within five (5) days after such demand, or a timeline approved by Landlord, shall constitute a material breach of this Agreement. Should Tenant comply with all of the terms, covenants and conditions of this Agreement and promptly pay when due all of the rent herein provided and all other sums payable by Tenant to Landlord, the Security Deposit will be returned in full to Tenant within thirty (30) days following the end of the Term or earlier termination of this Agreement.

- 7.04 Transfer of Security Deposit. Landlord may deliver the Security Deposit to Landlord's assignee or successor in interest in the Premises, in the event that Landlord's interest is sold, conveyed, transferred or assigned, and upon delivery, and written notice of such delivery to Tenant, Landlord shall be discharged from any further liability with respect to repayment of the Security Deposit to Tenant.

ARTICLE 8. USE

- 8.01 Use of Premises. Tenant shall use the Premises under the trade name, and solely for the use specified, in Sections 1.01 and 1.06, respectively, herein. Tenant shall at no time allow slot machines or any other gaming machines or arcade amusement machines (including without limitation pinball, video, and other games of amusement), to be used, operated or kept within the Premises without the prior written consent of Landlord, which consent may be granted or withheld in the Landlord's sole discretion.

Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of Tenant's neighbors, including Landlord.

Tenant shall not use, or permit the Premises or any part thereof to be used, for any purpose other than the purpose for which the Premises are hereby leased. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof. Nor shall Tenant sell or permit to be kept, used, stored or sold in or about the Premises any article which may be prohibited by any policy of fire insurance obtained by the Landlord. Tenant shall, at its sole cost, comply with any and all requirements regarding the use of the Premises by any company that issues a policy of fire, casualty or public liability insurance to the Landlord.

- 8.02 Operation of Business. During the term of this Agreement, including any and all extensions thereto, Tenant shall utilize all of its usable space within the Premises in the ordinary course of business. Tenant shall conduct its business in the Premises during the usual and customary days and hours for such type of business and shall operate the Premises continuously throughout the calendar year for the term of the Agreement unless otherwise approved in writing by Landlord.

Tenant shall notify Landlord prior to any temporary closure of the business exceeding two (2) days, or any modification of ongoing operating hours. In the event Tenant desires to close the business for five (5) consecutive days, Tenant shall make a written request to Landlord at least fourteen (14) days prior to the start of the business closure, or immediately in the event of an emergency. In no event, shall

Tenant close the business for five (5) consecutive days or more without Landlord's prior written approval. Notwithstanding any other terms of this Agreement, Tenant's closure of the business shall not constitute a waiver or modification of any rent due.

In the event that Tenant intends to terminate this Agreement for any reason, or abandon the Premises, prior to the expiration of the term of this Agreement without the prior written consent of the Landlord, Tenant shall immediately notify Landlord in writing of its intention to terminate or abandon. Except for the expiration of the term of this Agreement, Tenant agrees to keep the Premises open for business during regular business hours for a period of sixty (60) days following notice of termination or abandonment. During this sixty (60) day period, Tenant shall keep the Premises adequately stocked with food, drink and merchandise and maintain sufficient personnel in order to conduct its business in accordance with sound business practices.

8.03 Hazardous or Toxic Materials. Tenant shall comply, at its expense, with all federal, state and local statutes or regulations concerning environmental conditions, emissions, pollutants and controls. Tenant shall not store, use or permit any hazardous material, including without limitation asbestos or polychlorinated biphenyls, to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees.

If Tenant breaches any of its obligations stated herein then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the lease term as a result of such contamination. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that Landlord's approval of such actions shall first be obtained.

8.04 Compliance with Governmental Regulations. Tenant shall, at its sole cost and expense, comply with all of the requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises. With regard to the use of the Premises, Tenant shall faithfully observe all local ordinances and state and federal statutes now in force or which may hereafter be in force.

8.05 Americans with Disabilities Act. Throughout the Term of this Agreement, Tenant acknowledges and expressly accepts full responsibility and shall incur all costs and expenses (whether structural or non-structural in nature) for compliance with the requirements of the Americans with Disabilities Act (ADA) and any other local, state or federal law or regulation regarding the accessibility of the Premises (and the improvements located or to be located thereon). Tenant agrees to release, indemnify, defend and hold harmless Landlord (and its officials, officers, directors, employees, agents, representatives, volunteers, contractors, successors and assigns) from any claim, loss, expense or liability arising from Tenant's failure to fully comply with all such laws or regulations and/or this Section 8.05.

8.06 CASp Inspection. The Premises has not been inspected by a Certified Access Specialist (CASp). Accordingly, this notice is provided by Landlord pursuant to California Civil Code Section 1938:

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Tenant or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of the construction-related accessibility standards within the premises.”

Unless otherwise expressly stated in this Agreement and subject to the terms of this Agreement:

- a. Tenant may elect at any time to perform a CASp inspection of the Premises at Tenant’s sole expense;
- b. Any repairs or modifications necessary to correct violations of applicable constructed-related accessibility standards within or about the Premises are the sole responsibility of Tenant; and
- c. Tenant is responsible for compliance with applicable construction-related accessibility standards relating to Tenant’s alterations of or improvements to the Premises.

ARTICLE 9. ALTERATIONS AND ADDITIONS

9.01 Consent. Tenant shall not make any improvements, alterations or additions to the Premises without Landlord’s prior written consent. All improvements, alterations and additions shall be in conformity with the laws, directives, rules or regulations of all applicable public and governmental agencies. Prior to the commencement of any work relating to any repairs, alterations, improvements or additions approved by Landlord, Tenant’s contractor(s) shall notify the District at the address listed under “Notices”.

9.02 Required Tenant Improvements. In consideration of three (3) months of free base rent, Tenant agrees to, at its sole cost and expense, conduct all replacement and repairs as specified in Exhibit F. Tenant shall not be allowed to open for business until such improvements have been completed and approved by Landlord.

9.03 Notices. At least fifteen (15) days prior to commencing any work relating to any improvements, alterations or additions approved by Landlord, Tenant shall notify Landlord in writing of the expected commencement date. Landlord shall have the right thereafter to post and maintain on the Premises such notices as Landlord deems necessary to protect Landlord and the Premises from mechanics’ liens, materialmen’s liens or any other liens. Tenant shall pay, when due, all claims for labor and materials furnished to or for Tenant for use in improving the Premises. Tenant shall not permit any mechanics’ or materialmen’s liens to be levied against the Premises arising out of work performed, materials furnished or obligations to have been performed on the Premises by or at the request of Tenant. Tenant hereby indemnifies and holds Landlord harmless against loss, damage, attorneys’ fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials’ or supplies furnished to Tenant or persons claiming under it.

9.04 Trade Fixtures. Tenant may install trade fixtures, display items, machinery or other trade equipment in conformance with all laws, ordinances, directives, rules or regulations of all applicable public and governmental agencies. With the exception of furniture, equipment and trade fixtures that may be removed by Tenant without causing damage to the Premises, all improvements, alterations or additions shall become part of the realty and belong to Landlord at termination of the Agreement, and Tenant shall not remove any such trade fixtures, machinery or other trade equipment from the Premises, without Landlord's written consent. In the absence of Landlord's written consent to removal, any such item shall be deemed a part of the realty and belong to the Landlord at termination of the Agreement.

9.05 Restoration. Except as otherwise provided herein, upon direction from Landlord, Tenant shall return the Premises to the same condition as existed at the date of execution of the Agreement, reasonable wear and tear excepted. In addition, Landlord, at its election, may require Tenant to remove, at tenant's sole cost, any improvements, alterations or additions approved by Landlord in accordance with this Agreement. Tenant shall repair, at its sole cost, any damage resulting from the removal of any alterations, improvements, additions, equipment, machinery or trade fixtures.

9.06 Signs and Advertising Matter. Tenant will not place, install, maintain or construct or allow any third party to place, install, maintain or construct any sign, banner, flag, awning or canopy, covering, or advertising matter on the roof, or on any exterior door, wall or windows of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

Tenant may, at Tenant's sole cost and expense construct, with Landlord's prior written consent: (i) Building top signage, (ii) eyebrow signage, and (iii) monument signage. Such signage shall be subject to the Santa Cruz County Code and Landlord's approval. Tenant, at its sole cost, shall obtain all necessary permits, licenses, variances, certifications, authorizations, and other approvals before installing, erecting or constructing any such sign.

Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or window coverings in good condition and repair at all times. If Tenant fails to maintain any such sign(s), Landlord shall have the right (but not the obligation) to maintain any such sign(s) and Tenant shall reimburse Landlord for such cost, plus a twenty percent (20%) overhead fee. If Tenant installs a sign without the Landlord's prior written consent, Landlord shall have the right, at its sole discretion, to remove and store Tenant's sign at Tenant's sole expense. The removal and storage costs shall bear interest at the rate of one and one half (1 1/2%) percent per month until paid, or at the maximum rate allowed by law, whichever is less.

ARTICLE 10. UTILITIES

10.01 Separate Charges. Tenant shall pay for all water, gas, heat, light, power, telephone service and any other utilities for the Premises.

10.02 Interruption. Landlord shall not be liable for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Agreement.

ARTICLE 11. INDEMNIFICATION; INSURANCE

11.01 Indemnification. In addition to any other indemnity provided for in this Agreement, and notwithstanding any other provisions of this Agreement to the contrary, to the fullest extent permitted by law, Tenant agrees to indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold harmless Landlord, its elected officials, officers, directors, employees, agents, attorneys, volunteers, representatives, successors and assigns ("Indemnified Parties") from and against all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind that may arise from or in any manner relate to (directly or indirectly): (i) Tenant's rights and/or obligations under this Agreement, (ii) the acts or omissions of Tenant or its officers, directors, employees, agents, representatives, invitees, customers, contractors, sublessees, or trespassers, (iii) the occupancy and/or use of the Premises, or improvements (including, but not limited to any Tenant Improvements) by Tenant, or its officers, directors, employees, agents, servants, representatives, volunteers, guests, invitees, customers, contractors, subcontractors, suppliers, laborers, materialmen, sublessees, or others acting on Tenant's behalf or under Tenant's authority or control (collectively "Tenant Agents" and individually "Tenant Agent"), and/or (iv) Landlord's consent, approval, conditioning, denial or modification, in its capacity as a landlord or as the Felton Fire Protection District, of this Agreement, Tenant's occupation and/or use of the Premises, the Tenant Improvements, any documents under the California Environmental Quality Act, any Construction Documents, or any and all plans, permits, licenses, or regulatory approvals relating to the Premises (individually, each a "Claim" and, collectively, "Claims"). The indemnification in this Section 11.01 specifically includes, without limitation, all Claims arising by reason of:

- a. The death or injury of any person or damage to real or personal property caused or allegedly caused by the condition of the Premises, any Tenant Improvements or an act or omission of Tenant or any Tenant Agent;
- b. Any work performed on or materials furnished to the Premises or any Tenant Improvements, by or at the request of Tenant or any Tenant Agent, with the exception of maintenance performed by Landlord; and/or
- c. Tenant's failure to perform any provision of this Agreement or to comply with any requirement of governing Laws, Applicable Requirements or any requirement imposed on the Premises or any Tenant Improvements by any duly authorized Governmental Body.

Tenant's obligations in this Section shall not extend to any Claim that is proximately caused by the sole negligence or willful misconduct of Landlord or an Indemnified Party, subject to any immunities which may apply to Landlord with respect to such Claims.

This indemnification provision and any other indemnification provided elsewhere in this Agreement shall survive the termination of this Agreement and shall survive for the entire time that any third party can make a Claim.

In no event shall this Section be construed to require indemnification by the Tenant to a greater extent than permitted under the public policy of the State of California; and in the event that this Agreement is subject to California Civil Code section 2782(b), the foregoing indemnity provisions shall not apply to any liability for the active negligence of the Landlord.

The insurance obligations of the Tenant (and its contractors and subcontractors) are separate, independent obligations under this Agreement, and the obligations for defense and indemnity contained in this Section and elsewhere in this Agreement are not intended to modify, nor should they be construed as modifying, or in any way limiting, the insurance obligations set forth in this Agreement. Tenant shall ensure that its contractors and subcontractors (e.g. those constructing any

Tenant Improvements or performing any work on the Premises) also fully indemnify, defend and hold harmless the Indemnified Parties to the same extent that Tenant is required to indemnify, defend and hold harmless such Indemnified Parties.

The indemnification provisions herein and any other indemnification provisions provided elsewhere in this Agreement shall survive the termination of this Agreement.

11.02 Insurance Requirements. Tenant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises. The cost of such insurance shall be borne by Tenant.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

(i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(ii) Workers' Compensation insurance as required by the State of California.

(iii) Property insurance against all risks of loss to any tenant improvements or betterments.

(b) Minimum Limits of Insurance. Tenant shall maintain limits no less than the following:

(i) General Liability. \$3,000,000 per occurrence for bodily injury, personal, (including operations, injury and property damage, products and completed operations).

(ii) Property Insurance. Insurance covering Tenant Improvements and Tenant's personal property, equipment, and merchandise on the Premises in an amount equal to 100% of the replacement value with no coinsurance penalty provision.

(iii) Workers' Compensation as Required by the State of California, with Statutory Limits, and Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of Landlord, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, its officers, officials, employees and volunteers; or the Tenant shall provide a financial guarantee satisfactory to the Landlord guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Required Endorsements and Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Landlord (Ben Lomond Fire Protection District), its officers, officials, directors, employees, agents, representatives, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Tenant including,

but not limited to, materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Tenant. General liability coverage can be provided in the form of an endorsement to Tenant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). There shall be no change or modification from the standard ISO form language.

(ii) Primary Coverage. For any claims related to the Agreement, the Premises and/or the improvements located thereon (including, but not limited to, any Tenant Improvements), Tenant's insurance coverage shall be primary insurance as respects the Landlord, its officers, officials, directors, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, directors, employees, agents, representatives or volunteers shall be excess of Tenant's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice to the Landlord.

(e) Acceptability of Insurer. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Waiver of Subrogation. Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Landlord by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

(f) Verification of Coverage. Tenant shall furnish the Landlord with original certificates and amendatory endorsements effecting commercial general liability coverage required by this agreement. Upon request by the Landlord, Tenant shall provide certificates evidencing the other coverage required herein. The endorsements should be on forms provided by the Landlord or on other than the Landlord's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Landlord before the Lease commences. The Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Increase in Coverage. Landlord may increase or decrease the amount of commercial general liability insurance required herein, based upon a general review by Landlord of the standard insurance requirements. Changes in insurance amounts shall occur not more frequently than once a year. Landlord will notify Tenant of any changes under this provision of this Agreement.

11.03 Tenant's Failure to Maintain Insurance. Tenant agrees that if Tenant does not maintain any insurance policy required under this Agreement or fails to pay any premiums when due, Landlord may, at its election, either terminate this Agreement, require that the Premises be immediately closed for business pending reinstatement of insurance by Tenant, or obtain the necessary insurance and pay

the premium, and the repayment thereof shall be deemed to be additional rent due by the Tenant and payable on the next date upon which a payment of rent is due.

11.04 Fire Insurance/Other Insurance Premiums. Tenant, at its sole cost, shall procure and maintain an insurance policy for fire and extended coverage throughout the term of this Agreement in an amount equal to the replacement value of the Premises, together with other insurance as may be deemed necessary by Landlord or required by Landlord's lender or by any governmental agency. Landlord, in its sole discretion, may require Tenant, from time to time, to procure and maintain other policies of insurance covering the Premises, including without limitation, vandalism and malicious mischief endorsement and rental loss insurance.

All policies of insurance required under this Lease Agreement shall name the Landlord as an additional insured. Landlord has the right at any time to demand a copy of a Certificate of Insurance from Tenant for the policies of insurance required herein and any other reasonable evidence proving compliance with these provisions. The failure to provide the Landlord with such evidence within five (5) calendar days of such demand shall constitute a material breach of this Agreement.

If Tenant is unable to obtain any policy of insurance required by Landlord under this Lease Agreement, then Landlord, at its sole discretion, and subject to the availability of coverage, may purchase such policy of insurance and Tenant shall reimburse Landlord for the cost of such insurance, which shall be deemed to be additional rent due by the Tenant and payable on the next date upon which a payment of rent is due.

If Tenant cannot obtain its own insurance policies for fire and extended coverage and Landlord, at its sole discretion, exercises its option to purchase such insurance to cover the Premises, Tenant in the event of damage or loss to the Premises, will be responsible for payment of all deductible costs for said fire and extended coverage.

11.05 Waiver of Subrogation. Tenant and Landlord each waive their right of recovery against the other, and each party's successors, assigns, directors, agents and representatives in connection with any loss or damage caused to property belonging to the Tenant or Landlord which is covered by any insurance policy of either the Tenant or Landlord in force at the time of any such loss or damage. Tenant and Landlord hereby waive, on behalf of each party's insurance carriers, any right of subrogation it may have against the other party and each shall notify its carriers of the waiver contained herein.

11.06 Waiver of Loss and Damage. Landlord shall not be liable for any damage to inventory or other property of Tenant, or others, located in, on or about the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, which is not the direct result of Landlord's negligence, and Tenant waives any claim against Landlord with respect to such property. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any such damage caused by other persons in the Premises, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless

from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

- 11.07 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in or around the Premises or of any damage or defects in the Premises, or any fixtures or equipment therein.

ARTICLE 12. MAINTENANCE AND REPAIRS

- 12.01 Tenant's Maintenance Obligations. Tenant shall maintain the Building and Premises in good condition and repair. Tenant shall be responsible for the repair and maintenance of the structural components of the Building, including, but not limited to, the roof, roof structure, foundation, interior and exterior walls of the Building, doors, door frames, exterior glass (including the windows bounding the Premises), window frames, flooring, subflooring, exterior drainage systems, all exterior walkways and common areas, landscaped areas surrounding the Building, parking lot and other avenues of ingress and egress, Building heating, ventilating and air conditioning systems, plumbing, electrical and lighting systems, fire and life safety systems, and fixtures and all other mechanical portions of the Premises and Building.

Tenant shall keep the Premises, and the Front Deck, Back Deck, and Side Deck, and surrounding areas, all as designated in Exhibit B, free of any trash, including without limitation, cans and bottles, arising from the use of the Premises by customers and employees of Tenant.

Tenant shall be responsible for PG&E phone and internet systems, interior and exterior light maintenance, water, interior janitorial, septic system maintenance and repair.

- 12.02 Septic System. Tenant shall be responsible for the costs of all septic system maintenance and repair. Landlord shall have the septic system pumped at least three (3) times per year by a licensed operator, with all costs to be reimbursed by Tenant.

- 12.03 Landlord's Right of Entry. Landlord, its agents, contractors, employees and assigns may enter the Premises at all reasonable times to: (a) examine the Premises; (b) perform any obligation of, or exercise any right or remedy of, Landlord under this Agreement (c) make repairs, alterations, improvements or additions to the Premises as Landlord deems necessary; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; (e) show prospective tenants the Premises during the last six (6) months of the Term; and (f) perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises should Tenant fail to commence to make, and diligently pursue to completion, its required repairs within three (3) days after written demand therefor by Landlord. Landlord will give a minimum of twenty-four (24) hours advance notice of such entry when practicable.

Tenant shall furnish key(s) to the Premises within ten (10) days of Landlord's written request.

- 12.04 Replacement of Equipment/Components. All replacement equipment or components installed by Tenant on the Premises in connection with its maintenance and replacement obligations during the lease term shall be of a quality equal to or exceeding that of the original equipment or improvements. Should Tenant fail to make any repairs or replacements or otherwise maintain the Premises for a period of three (3) days after delivery of a written demand by Landlord, or should Tenant commence,

but fail to complete, any repairs, replacements or maintenance within a reasonable time after written demand by Landlord, Landlord shall have the right to undertake such repairs, replacements or maintenance without liability to Tenant for any loss or damage that may occur to Tenant's stock or business, and Tenant shall pay for all costs incurred by Landlord in undertaking such repairs, replacements or maintenance, together with interest thereon at the maximum rate permitted by law from the date of commencement of the work through the date of payment. Such payment obligation shall be deemed to be additional rent due by the Tenant and payable, after presentation of an invoice from Landlord, on the next date upon which a payment of rent is due. Tenant shall, at its expense, repair promptly any damage to the Premises and shall reimburse Landlord for damage repair cost arising from damage to the Premises by Tenant, its agents, employees, customers, invitees, subtenants, assignees or concessionaires, or caused by the installation or removal of Tenant's personal property.

Tenant shall, at its own expense, comply with all requirements of the Landlord's insurance underwriters and any other governmental authority having jurisdiction thereof, regarding the installation and periodic maintenance of fire suppression systems or apparatus.

- 12.05 Plate Glass. Tenant shall replace, at its expense, any and all damaged or broken glass and plate glass components on or about the Premises resulting from any cause whatsoever other than the direct negligence of Landlord. Tenant shall have full responsibility, at its sole discretion, to either self-insure or obtain insurance policies covering damage or replacement of said glass and plate glass components.

ARTICLE 13. SECURITY

- 13.01 Security. Tenant shall be solely responsible for installing and maintaining all security systems on the Premises.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

- 14.01 Consent Required. Tenant shall not, without Landlord's consent, which shall not be unreasonably withheld, assign, sublet, mortgage or hypothecate this Agreement or any interest in this Agreement or any right or privilege appurtenant hereto or permit use of the Premises by any person or persons other than Tenant or Tenant's employees and customers.

Any assignment, encumbrance, or sublease without Landlord's consent shall be voidable, and upon Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

- 14.02 Involuntary Assignment. No interest of Tenant in this lease shall be assignable by operation of law including, without limitation, the transfer of this lease by testate or intestate succession. Each of the following acts shall be considered an involuntary assignment:

(a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(b) If a writ of attachment or execution is levied on this lease;

(c) If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the premises.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant.

If a writ of attachment or execution is levied on this lease, Tenant shall have fifteen (15) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have thirty (30) days in which to have the involuntary proceeding dismissed or the receiver removed.

14.03 Deemed Assignment. Any transfer of this Agreement from Tenant by merger, consolidation, liquidation or sale of a controlling interest of corporate stock shall constitute an assignment.

14.04 Unauthorized Assignment or Sublease. Any attempted assignment or subletting without Landlord's required consent shall be void and shall, at the option of Landlord, terminate this Agreement. Any assignee, subtenant or other recipient of Tenant's interest in this Agreement is hereby notified that such transfer is of no force or effect without Landlord's prior written consent.

14.05 Effect of Consent. Consent by Landlord to an assignment or subletting shall not be deemed consent to other subleases, assignments or use by other parties.

14.06 Surrender of Lease. The voluntary or other surrender or a mutual cancellation of this Agreement by Tenant shall not work a merger, and shall, at the election of Landlord, either terminate all or any existing subleases or subtenancies or may operate as an assignment to it of any or all of such subleases or subtenancies. Landlord shall exercise its election within thirty (30) days of the event so requiring.

ARTICLE 15. DEFAULT

15.01 Events of Default. The occurrence of any of the following shall constitute a material breach and default of this Agreement by Tenant:

- (a) The failure of Tenant to pay or cause to be paid any rent, monies or other charges due Landlord as set forth in this Agreement on or before the due date for payment of any such amounts;
- (b) The failure of Tenant to maintain all insurance coverage as set forth in Article 11.
- (c) The abandonment of the Premises by Tenant, which shall mean failure to operate as set forth in this Agreement for five consecutive days, except by prior written notice by Tenant at least fourteen (14) days in advance and with the written consent of Landlord;
- (d) Except as otherwise provided in this Agreement, the failure of Tenant to do or cause to be done any act as set forth in this Agreement, if the failure continues for fifteen days (15) consecutive days after notice has been given to Tenant. However, Tenant shall not be in default of this Agreement if Tenant commences to cure the default within said fifteen (15) day period and diligently and in good faith continues to cure the default to the satisfaction of Landlord;
- (e) Tenant causing, permitting or suffering, without the prior written consent of Landlord, any act when this Agreement requires Landlord's prior written consent or prohibits such act; or

- (f) Any act of bankruptcy caused, suffered or permitted by Tenant. For the purposes of this Agreement, "act of bankruptcy" shall include any of the following:
- (1) Any general assignment or general arrangement for the benefit of creditors;
 - (2) The filing of any petition by or against Tenant to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, unless such petition is filed against Tenant and the same is dismissed within sixty (60) days;
 - (3) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Agreement; or
 - (4) The attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Agreement.

15.02 Remedies. In the event of any breach by Tenant, in addition to other rights or remedies of Landlord at law or in equity, Landlord shall have the following remedies:

- (a) Landlord shall have the right to recover against Tenant:
- (1) The worth at the time of award of the unpaid rent that had been earned at the time of termination;
 - (2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of this rental loss that Tenant proves could have been reasonably avoided;
 - (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of this rental loss that Tenant proves could be reasonably avoided; and
 - (4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Agreement.
- (b) The worth at the time of award of the amounts referred to in the previous subparagraphs shall be computed by allowing interest at ten percent (10%) per annum. The worth at the time of award of the amount referred to in subparagraph (3) shall be computed by discounting this amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).
- (c) Efforts Landlord may make to mitigate the damages caused by Tenant's breach of this Agreement shall not constitute a waiver of Landlord's right to recover damages against Tenant, nor shall anything contained in this Agreement affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Agreement for personal injuries or property damage, and Tenant agrees to indemnify and hold Landlord harmless from any injuries and damages, including all reasonable attorney fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery, and in enforcing the terms and provisions of this indemnification against Tenant.
- (d) However, the breach of this Agreement by Tenant, or an abandonment of the Premises by Tenant, shall not constitute a termination of this Agreement, nor of Tenant's right of possession under this Agreement, unless and until Landlord elects to do so, and until that time Landlord shall have the right to recover rent and all other payments to be made by Tenant under this Agreement as they become due; provided, that until Landlord elects to terminate this Agreement and Tenant's right of possession under this Agreement, Tenant shall have the right to sublet the Premises or to assign interests in this Agreement, or both, subject only to the written consent of Landlord, which consent shall not be unreasonably withheld.

- (e) As security for the performance by Tenant of all duties and obligations under the Agreement, Tenant assigns to Landlord the right, power, and authority, during the continuance of this Agreement, to collect the rents, issues, and profits of the Premises, reserving to Tenant the right, prior to any breach or default by Tenant under this Agreement, to collect and retain the rents, (solely in the case of a sublease previously approved by Landlord) issues, and profits, from the operation of Tenant's approved business use, as they become due and payable, and so long as payments to Landlord are also kept current. Upon any breach or default, Landlord shall have the right at any time afterward, without notice except as provided for previously, either in person, by agent, or by a receiver to be appointed by a court, enter and take possession of the Premises and collect rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any secured indebtedness, and in an order as Landlord may determine.
- (f) In the event that Landlord should take any act to maintain or preserve the Premises on Tenant's behalf, or seek the appointment of a receiver to protect Landlord's interests under this Agreement, such acts shall not constitute a termination of Tenant's right of possession unless Tenant receives written notice from Landlord regarding Landlord's election to terminate.
- (g) Tenant acknowledges that Landlord has executed this Agreement in reliance on the financial information furnished by Tenant to Landlord as to Tenant's financial condition. If it is determined at any time subsequent to the date of this Agreement that any of the financial information furnished by Tenant and relied upon by Landlord in executing this Agreement is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Agreement, which default shall not be subject to cure, and which shall entitle Landlord to exercise all remedies reserved to Landlord under this Agreement or otherwise available to Landlord at law.

15.03 Covenants and Conditions. All covenants made by Tenant hereby are conditions of this Agreement; therefore, in the event of any default by Tenant in fulfilling any of the same, Landlord may at any time thereafter at its option declare a forfeiture of this Agreement. Landlord shall not be obligated to perform any covenant made by Landlord under this Agreement which accrues after the date of any default by Tenant hereunder.

15.04 Landlord's Right to Perform. All terms, covenants and conditions of this Agreement to be performed or observed by Tenant shall be performed or observed by Tenant at Tenant's sole cost and expense, and without any reduction of rent. If Tenant shall fail to pay any sum of money, or other rent, required to be paid by it hereunder, or shall fail to perform any other term or covenant hereunder on its part to be performed, and such failure shall continue for ten (10) days after written notice thereof by Landlord, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may, but shall not be obligated to, make any such payment or perform any such other term or covenant on Tenant's part to be performed. All sums so paid by Landlord and all necessary costs of such performance by Landlord plus an administrative overhead fee of twenty percent (20%), together with interest thereon at the rate of the prime rate of interest per annum as quoted by the Bank of America from the date of such payment or performance by Landlord, shall be paid (and Tenant covenants to make such payment) to Landlord on Landlord's demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of failure by Tenant in the payment of any rent hereunder.

ARTICLE 16. DAMAGE OR DESTRUCTION

16.01 Tenant's Option to Repair.

- (a) If the Premises are destroyed or materially damaged from a cause not insured against under a fire or casualty insurance policy required herein, Tenant shall have the right to terminate this Agreement by giving written notice of termination to Landlord within thirty (30) days after the date Landlord receives notice of the damage or destruction. If the Agreement is not terminated, and the damage is not caused in part or in whole by Tenant, then Tenant shall diligently proceed to repair and restore the Premises.
- (b) If the Premises are materially damaged or destroyed from a cause covered by a fire or casualty insurance policy required herein then Tenant shall diligently proceed to repair and restore the Premises.
- (c) If the Premises are damaged to the extent of fifty percent (50%) or more of the replacement cost during the last five years of the lease term, Tenant may elect to terminate this Lease by written notice to Landlord given within sixty (60) days after the date of the destruction.
- (d) If Tenant elects or is required to make repairs under this Article, Tenant shall be entitled to a reduction in rent, equal to that portion of the Premises in which the floor area rendered unusable bears to the gross floor area of the Premises, from the date of damage to the earlier of the date Tenant reopens for business or thirty (30) days from completion of Landlord's repair work. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises.
- (e) Except as otherwise provided in this Article, damage to or destruction of the Premises shall not terminate this Agreement or result in the abatement of any rent or other charges payable under this Agreement. Tenant expressly waives any right it may have, in law or equity, to offset any cost incurred by Tenant for repairs or restoration to the Premises against Tenant's obligations to pay rent in connection with Landlord's duties of repair and restoration under this Lease.
- (f) Under no circumstances shall Landlord be responsible for any loss, damage, or destruction to Tenant's personal property, trade fixtures, merchandise, inventory or equipment nor shall Landlord be liable to Tenant for damage to, or destruction of, the Premises or Tenant's business operation. In the case of damage or destruction to the Premises, Landlord shall be under no obligation to repair the damage or reconstruct the Premises. Tenant assumes the risk of said Premises damage or destruction in entering into this Agreement.

16.02 Personal Property, Trade Fixtures, etc. Tenant shall be solely responsible for the restoration or replacement of Tenant's personal property, trade fixtures, merchandise, inventory, or equipment. Tenant shall restore and replace said items in the event that Tenant elects to repair any damage or destruction of the Premises.

ARTICLE 17. ESTOPPEL CERTIFICATES; ATTORNMENT

17.01 Tenant to Furnish Certificate. Tenant shall, within ten (10) business days of written notice from Landlord, execute and deliver to Landlord a written statement certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Tenant's statement shall include other details requested by Landlord, such as the date to which rent and other

charges are paid and Tenant's knowledge concerning any uncured defaults in Landlord's obligations under this Agreement and the nature of such defaults if they are claimed. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Tenant's failure to deliver such statements within such time shall be conclusive upon Tenant that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Landlord, and that there are no uncured defaults in Landlord's performance and that not more than one (1) month's rent has been paid in advance.

17.02 Attornment. If any proceedings are brought for foreclosure, or if the power of sale is exercised under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Agreement.

17.03 Additional Documents. Tenant, upon request of any party in interest, shall execute promptly such instruments and certificates necessary to carry out the intent of the foregoing Sections as shall be requested by Landlord.

ARTICLE 18. MISCELLANEOUS

18.1 Attorneys' Fees. In the event of any legal action, arbitration or proceeding between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and expenses as a part of the judgment or award resulting therefrom.

18.2 Sale or Lease of the Premises by Landlord. Notwithstanding any other provision of this Agreement, Landlord may assign in whole or in part Landlord's interest in this Agreement. In the event of any sale, transfer, assignment, or exchange of the Premises by Landlord and assignment by Landlord of this Agreement, Landlord shall be entirely freed and relieved of all liability under all covenants and obligations contained in or derived from this Agreement or arising out of any act, occurrence or omission relating to the Premises which occurs after the consummation of such sale, exchange, assignment or transfer.

18.3 Condemnation. If during the Term, Option Period, or any extension of either, the Premises shall be taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Premises prior to the taking, then and after the taking or after the occurrence of other described events, this lease shall terminate as to the portion of the Premises so taken as of the date title or possession vests in the condemnor, whichever occurs first, and this Agreement shall continue in full force and effect with respect to the remainder. Without limiting the generality of the previous provision, it is agreed that in the event of a partial taking of the Premises pursuant to any condemnation proceeding, if the number of square feet of floor area in the portion remaining after the taking is less than eighty percent (80%) of the number of square feet of floor area at the commencement of the Term, Tenant shall, after the taking, have the option to terminate this Lease on ten (10) days' written notice to Landlord, and Monthly Base Rent shall be paid only to the time when Tenant surrenders possession of the Premises. If only a part of the Premises is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Tenant shall at Tenant's expense promptly proceed to restore the remainder of the Premises to a self-contained architectural unit, and the Monthly Base Rent payable shall be reduced effective as of the date of the taking to an amount that shall be in the

same proportion to Monthly Base Rent payable prior to the taking, as the number of square feet of floor area remaining after the taking bears to the number of square feet of floor area immediately prior to the taking. If the whole or any part of the Premises are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion specifically allocable by the condemning authority, if any, to (i) tenant improvements installed and paid for by Tenant; (ii) Tenant's furniture, fixtures and equipment; or (iii) Tenant's moving or relocation costs. As used herein, "condemnation" means a permanent taking through (a) the exercise of any government power (by legal proceedings or otherwise) by a public or quasi-public authority or by any other party having the right of eminent domain ("condemnor"), or (b) a voluntary sale or transfer to any condemnor, either under threat of exercise of eminent domain by a condemnor or while legal proceedings for condemnation are pending.

18.4 Liability to Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto who shall be jointly and severally liable for the covenants contained herein.

18.5 Interpretation. Whenever the singular number is used in this Agreement, the same shall include the plural. Reference to any gender shall include the masculine, feminine and neuter genders, and the word "person" shall include corporation, firm or association, when required by the content.

The headings or titles to the paragraphs of this Agreement are for convenience only and do not in any way define, limit or construe the contents of such paragraphs.

This instrument contains all of the agreements and conditions made between the parties with respect to the hiring of the Premises and may not be modified orally or in any manner except by a written instrument signed by all the parties to this Agreement.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one which would render the provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid.

Except as may otherwise be expressly stated, each payment required to be made by the Tenant shall be in addition to and not in substitution for other payments to be made by Tenant.

18.6 Time. Time is of the essence in this Agreement.

18.7 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage. However, Tenant's obligations to make payment for rental and other charges pursuant to the terms of this Agreement shall be excused or reduced only as elsewhere specifically provided in this Agreement.

18.8 Notices. All notices to be given by one party to the other or options to be exercised under this Agreement shall be in writing, mailed or delivered to Tenant at the address shown in Section 1.09 and Landlord at the following address:

Ben Lomond Fire Protection District
P.O. Box 27
Ben Lomond, CA 95005

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid, and shall be deemed to have been given on the date of posting in the United States Postal Service.

Either party may, by proper notice, at any time designate a different address to which notices shall be sent.

18.9 Relationship of Parties. The relationship of the Parties hereto is that of Landlord and Tenant and it is expressly understood and agreed that Landlord is not in any way or for any purpose a partner of Tenant, or a joint venturor with Tenant in the conduct of Tenant's business or otherwise.

18.10 Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

18.11 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

18.12 Joint and Several Liability. If more than one individual or entity comprises Tenant, the obligations and liabilities imposed on each individual or entity that comprises Tenant under this Agreement will be joint and several.

18.13 Broker's Commission. Each party represents and warrants that there are no claims for brokerage commissions or finder's fees arising from that party's activities in connection with this Agreement, and each party agrees to indemnify and hold the other party harmless from all liability arising from any such claim.

18.14 Guaranty of Lease. If Section 1.08 specifies the name of one or more Guarantor(s), Tenant's obligations under this Agreement are guaranteed by that Guarantor(s), and Landlord reserves the right to enforce this Agreement against Guarantor(s). In that event, this Agreement shall not be effective until the named Guarantor(s) execute a written Guaranty in the form attached hereto as Exhibit A. Notwithstanding said guarantees by Guarantors, Tenant shall be primarily responsible for all payments and performance required by this Agreement.

- 18.15 Approval by District. This Agreement, and any amendment of its terms, except as under such authority delegated to the Fire Chief or his/her Designee, is subject to the approval of the Board of Directors of the Ben Lomond Fire Protection District, and shall not bind Landlord until such time as their approval and consent has been received in writing.
- 18.16 Subordination. This Agreement is and shall be subordinate to any encumbrance now of record or recorded after the date of this Agreement affecting the building, other improvements, and land of which the premises are a part. Such subordination is effective without any further act of Tenant. Tenant shall from time to time, on request from Landlord, execute and deliver any documents or instruments that may be required by a lender to effectuate any subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney in fact to execute and deliver any such documents or instruments.
- 18.17 Permits and Approvals. All Government permits or approvals are required. Approval by Landlord of any action requiring approval does not constitute approval by the District any required permits or applications, and in no way limits the discretion of the District in the permit, regulatory, and approval process. Landlord and Tenant will render to each other reasonable assistance in obtaining necessary District and other governmental permits or approvals. Any consent or approval of the District for any permit, application, or regulatory matter does not constitute consent or approval by Landlord under the terms of this Agreement.
- 18.18 Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
- 18.19 Construction of Agreement. Each Party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not apply in the interpretation or construction of this Agreement.
- 18.20 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a Party's signature shall be accepted and valid as an original.
- 18.21 Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[Signatures on Following Page]

The Parties execute this Agreement as of the dates written below.

**LANDLORD:
BEN LOMOND FIRE PROTECTION
DISTRICT**

Dated: _____

By: _____

**TENANT:
MARIO IBARRA AND ANTONIO HERNANDEZ**

Dated: _____

By: _____
MARIO IBARRA

Dated: _____

By: _____
ANTONIO HERNANDEZ

EXHIBIT A

GUARANTY

1. In consideration of the execution of the attached Lease dated _____, 20__, by and between the Ben Lomond Fire Protection District ("Landlord") and Mario Ibarra and Antonio Hernandez ("Tenant") for the premises known as 9450 Highway 9, APN: 077-102-20, the undersigned Guarantors hereby unconditionally and irrevocably guarantee to Landlord, its successors and assigns, the prompt payment by Tenant of the rent and all other sums required under the Lease, and the faithful performance by Tenant of all the terms, covenants, and conditions contained in the Lease. The lease is incorporated herein by reference.

2. This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease or by any permitted assignment or subletting of all or any part of the interest of Tenant in the Lease. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of Landlord to enforce any or all of its rights or remedies whether pursuant to the terms of the Lease or at law or in equity.

3. This Guaranty is a continuing one and shall terminate only on payment by Tenant of all the rent and other sums required under the Lease and on performance by Tenant of all duties and obligations contained in the Lease.

4. The undersigned waives notice: (a) of any default by Tenant (i) in payment by Tenant of any of the rent or other sums hereby guaranteed and (ii) in performance by Tenant of the terms, covenants, and conditions of the Lease, and (b) of acceptance by Landlord of this Guaranty. Landlord agrees to give written notice to the undersigned prior to commencing legal action against the Tenant or against the undersigned.

5. The undersigned consents that Landlord may from time to time extend the time for performance or otherwise modify, alter, or change the Lease and any or all of its provisions and may extend the time for payment of the rent and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging the undersigned from its obligations under this Guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is expressly waived.

6. The undersigned further consents and agrees that Landlord shall not be required, in order to enforce this Guaranty, to first institute suit or exhaust its legal remedies against Tenant. This Guaranty of Lease shall not be extinguished as a result of any bankruptcy proceeding.

7. This Guaranty may be immediately enforced against the undersigned (jointly and/or severally if more than one guarantor) on any default by Tenant, and the insolvency of Tenant shall be deemed a default.

8. In the event any action should be commenced by Landlord against the undersigned to enforce any of the terms or conditions of this Guaranty, Landlord shall be entitled to recover from the undersigned hereunder in any action in which it shall prevail, reasonable attorneys' fees and expenses.

9. If there is more than one Guarantor, the obligations and liabilities imposed on each individual that serves as a Guarantor under this Guaranty will be joint and several.

10. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind the successors and assigns of the undersigned.

11. The unenforceability, invalidity, or illegality of any provision(s) of this Guaranty shall not render the other provisions unenforceable, invalid, or illegal.

12. The undersigned Guarantors acknowledge that he/she has/have reviewed this Guaranty and that the normal rule of construction to the effect that any ambiguities are to be resolved against the

drafting party shall not be employed in the interpretation of this Guaranty.

13. The undersigned Guarantors acknowledge giving mature and careful thought to this Guaranty and has the legal capacity and standing to enter into this Guaranty. The undersigned Guarantor(s) acknowledges understanding the meaning and legal consequences of this Guaranty.

14. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this _____ day of _____, 20__.

Guarantor:
MARIO IBARRA

Mario Ibarra, individually
Date: _____

Guarantor:
ANTONIO HERNANDEZ

Antonio Hernandez, individually
Date: _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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)

County of Santa Cruz)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

(This area for official notary seal)

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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)

County of Santa Cruz)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

(This area for official notary seal)

Signature _____

EXHIBIT B

PREMISES DEPICTION

[See Attached]

EXHIBIT C

PARKING EASEMENT AGREEMENT

[See Attached]

EXHIBIT D

LEACHFIELD EASEMENT AGREEMENT

[See Attached]

EXHIBIT E

TENANT IMPROVEMENTS

Tenant agrees to make the following improvements to the Premises:

**AGREEMENT FOR FIRE CHIEF, ASSISTANT CHIEF, STAFING, TRAINING, AND
FIRE INVESTIGATION SERVICES
BETWEEN
BEN LOMOND FIRE PROTECTION DISTRICT and
FELTON FIRE PROTECTION DISTRICT**

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

RECITALS

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

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

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

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

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

**ARTICLE 1
TERM AND RENEWAL**

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

**ARTICLE 2
PROVISION OF SHARED SERVICES**

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

- 2.1.2 Division of Service. The parties anticipate that the Fire Chief will reasonably divide their time between Ben Lomond and Felton as the duties and responsibilities of each district require. This includes attending Board of Directors meetings in person or designating an agency representative in sharing time at the physical location of the fire stations in each District. Both parties understand that there will be times when one district requires more of the Fire Chief's attention than the other. Division and allocation of the Fire Chief's time shall be at the sole discretion of the Fire Chief.
- 2.1.3 Rules and Regulations. The Fire Chief will apply the Ben Lomond Fire Protection District Rules, Regulations, Policies and Practices in both jurisdictions except for specific rules, regulations, and policies pertaining to fiscal and personnel management that are unique to the Felton Fire Protection District. In the event of such unique requirements such changes shall be in the form of an appendix to the Ben Lomond Rules, Regulations, and Practices. The Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions when conducting employee investigations and interviews.
- 2.1.4 Limitations upon Authority to Bind Felton. Notwithstanding anything to the contrary contained herein, Ben Lomond agrees that the Fire Chief shall not, without the prior approval of Felton Board of Directors or such officer or officers as the Board of Directors may designate, engage in any of the following on behalf of Felton:
- (a) Borrow or obtain credit in any amount or execute any guarantee, except for items for sale by vendors in the ordinary operation of the fire department in amounts and quantities previously approved in the annual budget; and
 - (b) Expend funds for capital equipment in excess of expenditures expressly budgeted and approved by the Board of Directors; and
 - (c) Sell or transfer capital assets; and
 - (d) Apply for, solicit, or accept, any grant, donations, contributions by foundations, or the like, that require any financial commitment on the part of the District either initially or in the future; and
 - (e) Execute any lease of real or personal property.
- 2.2 Consideration. Felton shall pay Ben Lomond for the services of the Fire Chief and Assistant Chief, Deputy Chief, Battalion Chief, Captain, Engineer and Firefighter as described herein. Ben Lomond will carry Workers Compensation Insurance for all Ben Lomond Fire District personnel and will cover all if injured while acting as, or responding to, within their district or contract district for administrative duties or an emergency incident.
- 2.3 Expenses. Felton shall reimburse Ben Lomond of any direct expenses incurred in performing duties pursuant to this Agreement provided that documentary evidence of such expenses is presented to Felton to substantiate the expenses incurred and provided the Fire Chief receives prior approval from Board Chair of Felton Five thousand dollars (\$5,000)

- 2.4 **Duration.** The duration of this agreement shall be valid for up to two years with an option to extend for one additional year for a total of three years. At the end of 120 days initially and each year thereafter both parties agree to meet to discuss if an opener is needed to modify the terms of the agreement. Should one party believe an opener is needed both parties shall agree to meet and confer.
- 2.5 **Vehicle.** The Fire Chief is currently provided a vehicle by Ben Lomond and it is anticipated that they will continue to use the vehicles as available. They may also transport persons who are not employees of either District in the vehicle in appropriate circumstances. Ben Lomond shall maintain adequate liability insurance, maintenance, and fuel cards on the vehicle at all times.
- 2.6 **Contract Services.** Ben Lomond retains the right to contract for similar services with other local Fire Service Agencies. This contract with Felton is based on Ben Lomond providing services to Felton. If Ben Lomond anticipates providing services to any other agency, it agrees to reopen the current contract with Felton for the purposes of adjusting contract related considerations.
- 2.7 **Independent Contractors.**
- 2.7.1 **Status.** It is the express intention of the Parties that Ben Lomond Fire District is an independent contractor, and persons designated under this agreement are not employees of Felton Fire District. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee between of Felton Fire District and Ben Lomond Fire District or between of Felton Fire District and any employee or agent of Ben Lomond Fire District. Both Parties acknowledge that Ben Lomond Fire District is not an employee for state or federal tax purposes, and as such, of Felton Fire District shall not withhold income or employment taxes from the consideration paid to Ben Lomond Fire District under this Agreement.
- 2.7.2 **Other Service Recipients.** Felton Fire District understands and acknowledges that Ben Lomond Fire District retains the right to perform services for others during the term of this Agreement.
- 2.7.3 **Materials.** Ben Lomond Fire District may furnish equipment that may be required to perform the services under this Agreement except for office space and equipment furnished by Felton Fire District.
- At the conclusion of the agreement both parties agree to separate out all real property bought by the district funds of the FFPD and return said items to the district.
- 2.7.4 **No Benefits.** Ben Lomond Fire District and persons designated under this agreement shall not have any claim under this Agreement or otherwise against Felton Fire District for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability or unemployment benefits, or any other employee benefits.

- 2.7.5 Indemnity. In the event that Ben Lomond Fire District's services, as provided under this Agreement, are found by any state or federal agency to be those of an employee rather than an independent contractor, Ben Lomond Fire District shall indemnify the Felton Fire District, its officers, officials, employees and agents, and hold them harmless for all damages, costs, taxes imposed upon Felton Fire District pursuant to the Internal Revenue Code or other state or federal taxing laws, including, but not limited to, any penalties and interest which Felton Fire District may be assessed by such state or federal agency for failing to withhold, from the compensation paid to Ben Lomond Fire District under this Agreement, any amount which may have been required to be withheld by law.

ARTICLE 3 DISPUTE RESOLUTION

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

ARTICLE 4 INDEMNIFICATION

- 4.1 Indemnification. Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.
- 4.1.1 Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.
- 4.1.2 Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.
- 4.1.3 For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors, or volunteers.
- 4.1.4 Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor, or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

ARTICLE 5
TERMINATION

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

ARTICLE 6
INSURANCE COVERAGE

- 6.1 Each Party shall provide and maintain either insurance in the form and amounts prescribed below or a statement that the Party is self-insured up to the amount specified below:
- 6.1.1 Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than \$2 million. The fire damage component of such insurance shall be not less than \$100,000.
- 6.1.2 Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- 6.1.3 Workers Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, the Party employing the fire department employee will provide Workers Compensation coverage for any injuries sustained in the normal course and scope of the employee's performance of services.
- 6.2 General provisions for all insurance shall include the other Party, it's elected and appointed officials, employees, and agents, as additional insureds, except errors and omissions, with respect to this Agreement and the performance of services in this Agreement. Additional

insured status under this provision shall be limited to each Party's obligation to indemnify the other as described in Article 4.

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

ARTICLE 7 **MISCELLANEOUS**

- 7.1 Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 7.2 Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any party hereto without obtaining the prior written consent of the other, and the parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third party beneficiary.
- 7.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 7.4 Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.
- 7.5 Amendments. This Agreement may be modified in writing and signed by both parties.
- 7.6 Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- 7.7 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.
- 7.8 Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one party or another. All parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
- 7.9 No Third-Party Beneficiary. This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall

have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

- 7.10 Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

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

For the Felton Fire Protection District:

Jim Anderson, President of the Board of Directors

For Ben Lomond Fire Protection District:

Sean Castagna, President of the Board of Directors

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

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

FELTON FIRE PROTECTION DISTRICT Date: _____

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

BEN LOMOND FIRE PROTECTION DISTRICT Date: _____

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

EXHIBIT A
SCOPE OF SERVICES

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

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

I. EXECUTIVE SERVICES

A. Board of Directors

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

B. Budget

- i. Agreement includes the costs of developing a budget and estimating revenues for FELTON.
- ii. Agreement includes assisting the FELTON Board of Directors with developing a 2-year plan leading to fiscal and operational solvency.
- iii. Agreement includes assisting FELTON with evaluating a parcel tax to be placed on the ballot in early 2026.
- iv. Agreement includes pursuing grant opportunities to reduce budget burden and extend cash reserves.

Labor Management and Memorandum of Understanding

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

C. Personnel Management

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

D. Allied Agency Interaction

- i. Agreement includes working with the FELTON Board of Directors on budgets, future planning, and cooperation with surrounding public safety agencies to improve levels of service.
- ii. Agreement includes the representation of FELTON on various boards, committees, or associations.

- E. FELTON agrees to maintain arrangements for a person to perform administrative services for FELTON for the term of this agreement. Should this position be vacated during the term of the agreement, the Fire Chief shall assist the Board in recruiting a replacement.

II. OPERATIONAL SERVICES

A. Incident Management

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

B. Daily Operations

- i. Agreement includes coordination of activities of major incidents in FELTON.
- ii. BLFPD will designate an Assistant Chief or Division Chief to coordinate day-to-day operations, provide emergency incident management,

and monitor training needs within FELTON. The Assistant Chief and Division Chief will work under the direction of the Fire Chief.

- iii. BLFPD will maintain office hours at the Felton Fire Station. The number of hours per week and the purpose of the office hours will be as frequent as necessary and mutually determined by the Fire Chief or their designee and the FELTON Board.
- iv. A FELTON designated Division Chief will normally act as the Duty Officer for FELTON incidents when available.

Commented [A1]: The 10-12 hours per week over Tuesday/Wednesday/Thursday seems to be agreeable to everyone. Should we leave this flexible language or be more specific?

C. Staffing Management

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

D. Employee Management

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

E. Dispatch and Communication Services

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

III. SUPPORT SERVICES

A. Facilities Maintenance and Capital Improvement

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

B. Apparatus Equipment Maintenance and Replacement Programs

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

IV. FIRE PREVENTION SERVICES

A. Fire Investigations

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

B. Public Education

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

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

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

Commented [A2]: This could include a fee-for-service charge for mandated inspection service from BL when FELTON has no inspector available.

APENDIX A _- PAY HOURLY

Rank:

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

Assistant Chief – \$45.00

Deputy Chief - \$40.00

Battalion Chief - \$35.00

Captain - \$30.00

Legacy FEL. Captain (Dawson) - \$36.88

Engineer - \$25.00

Firefighter - EMT - \$25.00

Firefighter non EMT \$20.00

Prevention Officer \$25.00

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

Appendix B – Stipend Pay per call

Rank:

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

Engineer - \$25

Firefighter - \$25

Appendix C - Stipend Pay – after hours duty shift coverage (Battalion coverage)

Rank:

Assistant Chief - \$75

Deputy Chief - \$75

Battalion Chief - \$75

Payroll will be turned in biweekly

**Ben Lomond Fire Protection District
Board of Directors**

**RESOLUTION NO. 2024-02
Carryover Funds From Fiscal Year 2023-2024
SET ASIDE FUNDS IN RESERVE AND GL ACCOUNTS:**

BE IT RESOLVED by the Board of Directors of the Ben Lomond Fire Protection District, on motion by Director _____, duly seconded by Director _____ that Funds be set aside in the following amounts.

GL 86110- Building & Grounds \$ 189,000.
34350 Building and Improvement \$125,000.
34351 Committed-Mobile Equipment \$125,000
34352 Committed - Workers Comp \$125,000.
34358 Committed - Clothing (PPE) \$125,000.

REGULARLY PASSED AND ADOPTED this 19th day of September 2024,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sean Castagna, Chairperson
Board of Directors
Ben Lomond Fire Protection Dist.

Stacie Brownlee, Secretary
Board of Directors
Ben Lomond Fire Protection Dist.

[Type text]

**BEFORE THE BOARD OF DIRECTORS OF THE
Ben Lomond Fire Protection District**

COUNTY OF Santa Cruz, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: 2024-03

Approving the Department of Forestry and Fire Protection Agreement # 7GF24006 for services from the date of last signatory on page 1 of the Agreement to June 30, 2025 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Ben Lomond Fire Protection District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2024-25 up to and no more than the amount of \$2,100.00 _____.

BE IT FURTHER RESOLVED that Stacie Brownlee of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Ben Lomond Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Ben Lomond Fire Protection District, at a regular meeting thereof, held on the 18th day of September 2024, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

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

ATTEST:

I Stacie Brownlee, Clerk of the Ben Lomond Fire Protection District, County of Santa Cruz California do hereby certify that this is a true and correct copy of the original Resolution Number 2024-03.

WITNESS MY HAND OR THE SEAL OF THE Ben Lomond Fire Protection District, on this 18th day of September, 2024.

Stacie Brownlee

Signature

Fire Chief Ben Lomond Fire Protection District

Title and Name of Local Agency

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**



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

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

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

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME Ben Lomond Fire Protection District	PR/AWARD NUMBER OR PROJECT NAME 7GF24006
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Stacie Brownlee Fire Chief	
SIGNATURE 	DATE 9/18/24

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

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

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

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

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

APPLICANT:

PROJECT TITLE: Volunteer Fire Capacity

GRANT AGREEMENT: 7GF24006

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2025.

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

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

Total State Grant not to exceed \$ 2,100.00 (or project costs, whichever is less).

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

Bendwood Fire Protection District
Applicant

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

By *Stacie Browlee*
Signature of Authorized Representative

By _____

Title *Fire Chief*

Title: **David Scheurich
Staff Chief, Cooperative Fire Programs**

Date *9/18/24*

Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354024DG2012161	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ 2,100.00
GL UNIT 3540	BUD REF CHAPTER 001 35	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 9999000FED	ENY 2024	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	UNENCUMBERED BALANCE \$ 2,100.00
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92767	

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

Signature of CAL FIRE Accounting Officer

Date

**VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

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

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

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2024 Volunteer Fire Capacity Grant #24-DG-11052012-161 awarded to STATE by the Forest Service on August 23, 2024. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2024.

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

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Capacity Program 2024, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2024 or LOCAL AGENCY will forfeit the funds.

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

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2024** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

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

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

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$2,100.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2025.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2025 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

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

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

LOCAL AGENCY:

Ben Lomond Fire Protection District
9430 Highway 9
Ben Lomond CA 95005
 Attention: Stacie Browntee
 Telephone Number(s): 831 336-5495
 E-mail blfdchief@benlomondFd.com

STATE:

Department of Forestry and Fire Protection
Grants Management Unit, Attn: VFC
P. O. Box 944246
Sacramento, California 94244-2460
E-MAIL: CALFIRE.GRANTS@fire.ca.gov

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

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

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

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

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

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

25. **TERM**: The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2025.
26. **TERMINATION**: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS**: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR**: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE**: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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

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

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

Budget Worksheet (List individual items for funding. Include tax and shipping in unit cost):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Full Brim Helmets	30	\$ 84.00	\$ 2,520.00
2.	Safety - Wildland	Tecasafe Face shroud	30	\$ 56.00	\$ 1,680.00
3.	Equipment - Wildland	Strike Team Gear bags	30	\$ 80.00	\$ 2,400.00
4.	Equipment - Wildland	Streamlight flash light	30	\$ 85.00	\$ 2,550.00
5.	Equipment - Wildland	Timberline Hose Clamp	15	\$ 300.00	\$ 4,500.00
6.	Equipment - Wildland	Timberline Clamp Holster	15	\$ 38.00	\$ 570.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

CAL FIRE USE ONLY (Formula-Driven)

Approved \$2,100 *MC*

Project Total Cost: \$ 14,220.00

Proposed Award: \$ 7,110.00

Organization Name: Ben Lomond Fire Protection District

CAL FIRE Unit: CZU - San Mateo-Santa Cruz Unit

RESOLUTION NO. 2024-04

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

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

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

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the appropriation limit for the BEN LOMOND FIRE DEPARTMENT for fiscal year 2024-2025 is hereby established as \$1,479,139 and that such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII-B of the California Constitution; and,

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

PASSED AND ADOPTED by the Board of Directors of the BEN LOMOND FIRE DEPARTMENT at a regular meeting held on the 18th day of September, 2024 by _____, the following called vote:

AYES:

NOES:

ABSENT:

ATTEST: APPROVED:

BY

Secretary of the Board

Chairperson of the Board



COUNTY OF SANTA CRUZ

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

Ben Lomond Fire Department
9430 Highway 9
Ben Lomond, CA 95005

SUBJECT: FISCAL YEAR 2024-2025 APPROPRIATION LIMITATION

Dear Special District Board of Directors:

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

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

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

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

Very truly yours,

EDITH DRISCOLL

Auditor-Controller-Treasurer-Tax Collector

by Marianne Ellis, Accountant II

Attachments:

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

PROP 4 - BEN LOMOND FIRE PROTECTION DISTRICT
680600
CALCULATION OF APPROPRIATIONS SUBJECT TO LIMITATION
2024-2025

Account Description	GL OBJECT	Budgeted 2023-24	Budgeted 2024-25
PROCEEDS OF TAXES		FINAL	FINAL
Property Tax-Current Sec-Gen	40100	1,008,745	1,086,156
Property Tax-Current Unsec-Gen	40110	19,477	21,744
St-Homeowners Property Tax Relief	40830	5,004	5,128
TOTAL PROCEEDS OF TAXES		1,033,226	1,113,028
% of TOTAL PROCEEDS AND NON-PROCEEDS OF TAXES		(A) 95.20%	76.76%
NON-PROCEEDS OF TAXES			
Rents & Concessions	40440	52,152	53,712
Fed - Other	40894		283,298
Other Revenue	42384	0	0
TOTAL NON-PROCEEDS OF TAXES		52,152	337,010
% of TOTAL PROCEEDS AND NON-PROCEEDS OF TAXES		(B) 4.80%	23.24%
TOTAL PROCEEDS AND NON-PROCEEDS OF TAXES		% 1,085,378	% 1,450,038
TOTAL %		% 100.00%	% 100.00%
ALLOCABLE REVENUES			
Interest	40430	0	0
TOTAL ALLOCABLE REVENUES		(C) 0	0
TOTAL REVENUES		1,085,378	1,450,038
TOTAL PROCEEDS OF TAXES		1,033,226	1,113,028
Allocation of allocable (A)x(C)		0	0
TOTAL PROCEEDS OF TAXES WITH ALLOCABLE		1,033,226	1,113,028
TOTAL NON-PROCEEDS OF TAXES		52,152	337,010
Allocation of allocable (B)x(C)		0	0
TOTAL NON-PROCEEDS OF TAXES WITH ALLOCABLE		52,152	337,010
TOTAL PROCEEDS AND NON-PROCEEDS OF TAXES WITH ALLOCABLE		1,085,378	1,450,038
TOTAL OPERATING TRANSFERS IN		0	0
TOTAL REVENUES		1,085,378	1,450,038

PROP 4 - BEN LOMOND FIRE PROTECTION DISTRICT
680600
APPROPRIATION LIMITS
2024-25

Fiscal Year	Inflation		Population % Change		Largest Factor Used of (a X b)	Appropriation Limit
	Personal Income (a1)	Local Assessment Roll (a2)	% Change Jurisdiction (b1)	% Change Unincorporated (B2)		
1986-1987						223,645
1987-1988	103.47%	0.00%	102.49%	102.93%	106.50%	238,182
1988-1989	104.66%	0.00%	102.28%	103.65%	108.48%	258,380
1989-1990	105.19%	0.00%	102.51%	103.33%	108.69%	280,833
1990-1991	104.21%	0.00%	102.31%	102.48%	106.79%	299,902
1991-1992	104.14%	100.08%	101.64%	102.92%	107.18%	321,435
1992-1993	99.36%	104.99%	100.36%	100.58%	105.60%	339,435
1993-1994	102.72%	104.62%	101.03%	101.07%	105.74%	358,919
1994-1995	100.71%	93.80%	101.00%	100.93%	101.72%	365,082
1995-1996	104.72%	105.79%	101.35%	101.91%	107.81%	393,595
1996-1997	104.67%	100.78%	101.25%	101.62%	106.37%	418,667
1997-1998	104.67%	99.55%	101.26%	103.31%	108.13%	452,705
1998-1999	104.15%	101.95%	101.94%	102.47%	106.72%	483,127
1999-2000	104.53%	102.19%	101.52%	101.96%	106.58%	514,917
2000-2001	104.91%	100.61%	101.17%	101.25%	106.22%	546,945
2001-2002	107.82%	100.35%	-100.69%	100.72%	108.60%	593,982
2002-2003	98.73%	100.75%		101.05%	101.80%	604,690
2003-2004	102.31%	100.22%	100.23%	100.57%	102.89%	622,185
2004-2005	103.28%	100.69%	99.80%	100.51%	103.81%	645,890
2005-2006	105.26%	103.54%	99.57%	100.53%	105.82%	683,467
2006-2007	103.96%	100.52%	100.64%	100.75%	104.74%	715,862
2007-2008	104.42%	100.80%	100.44%	101.05%	105.52%	755,378
2008-2009	104.29%	100.45%	101.17%	101.15%	105.49%	796,843
2009-2010	100.62%	103.07%	100.99%	101.07%	104.17%	830,071
2010-2011	97.46%	0.00%	101.37%	101.27%	98.80%	820,110
2011-2012	102.51%	0.00%	100.56%	100.72%	103.25%	846,764
2012-2013	103.77%	0.00%	100.63%	100.77%	104.57%	885,461
2013-2014	105.12%	0.00%	100.42%	100.50%	105.65%	935,490
2014-2015	99.77%	0.00%	101.33%	101.27%	101.10%	945,780
2015-2016	103.82%	0.00%	100.77%	100.87%	104.72%	990,421
2016-2017	105.37%	0.00%	100.77%	100.84%	106.26%	1,052,421
2017-2018	103.69%	0.00%	100.21%	100.38%	104.08%	1,095,360
2018-2019	103.67%	0.00%	100.06%	100.13%	103.80%	1,136,984
2019-2020	103.85%	0.00%	100.06%	100.13%	103.99%	1,182,350
2020-2021	103.73%	100.01%	99.77%	99.54%	103.49%	1,223,614

PROP 4 - BEN LOMOND FIRE PROTECTION DISTRICT
680600
CALCULATION OF APPROPRIATIONS SUBJECT TO LIMITATION
2024-25

Total Appropriations	\$	1,450,038
Adjustments		
Expenditure Appropriations:		
1. Qualified Capital Outlay Project		(243,500)
2. FLSA		0
Adjusted Appropriations	\$	1,206,538
Revenue Appropriations:		
1. Non-proceeds of taxes		(337,010)
2. User fees in excess of cost		0
3. Debt Service		0
Appropriations Subject to Limit	\$	869,528
Calculation of 2024-2025 Limit:		
2023 -24 Appropriations Limit	\$	1,431,610
Change in Personal Income		103.62%
Change in County population		99.71%
Total Change Factor		103.32%
2024-2025 Appropriations limitation	\$	1,479,139
Amount Under Appropriations limitation	\$	(609,611)
Excess Appropriations subject to limitation	\$	0

PROP 4 - BEN LOMOND FIRE PROTECTION DISTRICT
680600
CALCULATION OF ADJUSTMENTS TO THE APPROPRIATIONS LIMITATION
2024-25

QUALIFIED CAPITAL OUTLAY PROJECT	
LANDSCAPE PROJ, UPSTAIRS SLEEPING, ETC	\$ 243,500
TOTAL ADJUSTMENT TO APPROPRIATION LIMIT	\$ <u>243,500</u>
FAIR LABOR STANDARDS ACT (FLSA)	\$ 0
TOTAL ADJUSTMENTS TO APPROPRIATIONS	\$ <u><u>243,500</u></u>