



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
info@lindenfire.org
Kirk Noffsinger, Fire Chief

Board Members

President: Paul Castillou, Jr.
Vice-President: Kenneth Watkins III
Secretary: David Frison
Member: John E. Plotz
Member: Thomas G. Watkins

AGENDA

BOARD OF DIRECTORS MEETING

7:00 P.M. Thursday, December 7, 2023

The Agenda for this regular meeting was posted in the lobby window of the Fire Station at least 72 hours prior to the meeting. Kirk Noffsinger – Fire Chief

- (I.) CALL TO ORDER
- (II.) ROLL CALL OF BOARD MEMBERS
 - Paul Castillou Jr., Board President
 - Kenneth Watkins III, Board Vice President
 - David Frison, Board Secretary
 - John E. Plotz, Board Member
 - Thomas G. Watkins, Board Member
- (III.) PUBLIC COMMENT –
(Public comment/input is welcome. All comments/input are limited to three minutes per individual)
- (IV.) MINUTES
 - A. Discussion & Possible Action re: Regular Board Meeting Minutes – November 2023
- (V.) BOARD COMMITTEE REPORTS
 - A. Training Facility Committee Report – Board Member Kenny Watkins III
- (VI.) FINANCIAL SUMMARY AND REPORT
 - A. Monthly Financial Current Events Summary for November 2023 – Fire Chief Kirk Noffsinger
- (VII.) CONSENT AGENDA
 - A. Discussion & Possible Action re: Approval of the November 2023 Financial Report and Expenditures
- (VIII.) CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE (Current Event Summaries are regarding activities of the Fire District and the status and progress relating thereto)
 - A. Departmental Report – (Fire Chief Kirk Noffsinger)
 - B. Union Report – (Union Representative)
- (IX.) UNFINISHED BUSINESS - NONE
(Public comment/input is welcome before each agenda item of Unfinished and New Business. Individual

comments are limited to three minutes per individual and must pertain to the specific agenda item.)

- (X.) NEW BUSINESS
 - A. Discussion & Possible Action Re: Surplus of Engine 54
 - B. Discussion & Possible Action Re: Lease Agreement between Ayera Technologies, Inc. and Linden-Peters Fire District effective January 1, 2024
 - C. Discussion & Possible Action Re: Approve Resolution No. 23-03 Approving the Department of Forestry and Fire Protection Agreement #7GF23056 and Authorizing Lieutenant Ken Dahlenburg to sign and execute the Agreement
- (XI.) BOARD QUESTIONS AND COMMENTS
- (XII.) CLOSED SESSION - NONE
- (XIII.) ADJOURNMENT

CURRENTLY THE NEXT SCHEDULED REGULAR BOARD MEETING

January 4 @ 7:00PM

Agenda Posted: December 4 @ or before 4:00 PM

SIGNED ORIGINAL ON FILE

DAVID FRISON, BOARD SECRETARY



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
info@lindenfire.org
Kirk Noffsinger, Fire Chief

Board Members

President: John E. Plotz
Vice-President: Thomas G. Watkins
Secretary: David Frison
Member: Paul Castellou Jr.
Member: Kenneth “Kenny” Watkins III

Minutes of Board Meeting

Thursday, November 2, 2023

The meeting of the Linden–Peters Rural County Fire Protection District Board of Directors was called to order by President Jack Plotz at 7:00 PM, Members Present: Vice President Thomas G. Watkins, Board Member Paul Castellou, Jr., and Board Member Kenny Watkins III. Members Absent: Board Secretary David Frison None. L.P.F.D. on duty staff present: Fire Chief Kirk Noffsinger, Captain Marcel Mojalli, Lt. Rod Ruegsegger, FF/Engineer Brandon Wright, FF/Engineer Mike Verdon, and Administrative Assistant Lorena Coose.

(I.) Call to Order – 7:00 PM

(II.) Roll Taken

Meeting minutes were taken by Administrative Assistant Lorena Coose.

(III.) Public Comment - None

(IV.) Election of Officers

Board Member Kenny Watkins III nominated Paul Castellou, Jr. for President. The nomination was seconded by Thomas G. Watkins. Paul Castellou, Jr accepted the nomination. The nomination passed unanimously 4-0.

Board Member Paul Castellou, Jr. nominated Kenny Watkins III as Vice President. The nomination was seconded by Thomas G. Watkins. Kenny Watkins III accepted the nomination. The nomination passed unanimously 4-0.

The Board directed Chief Noffsinger to post a flyer regarding the two open Board positions with a deadline of December 1st for applications. Chief Noffsinger suggested that the Board could hold a Special Meeting in December to interview applicants.

(V.) Minutes

A. Discussion & Possible Action re: Regular Board Meeting Minutes – October 2023. A motion to approve the October 2023 Board meeting minutes was made by P. Castellou, Jr. and seconded by K. Watkins III. Motion passed with a vote of 4-0

(VI.) Board Committee Reports

A. Training Facility Committee Report – K. Watkins III informed the Board that there was no update at this time.

(VII.) Financial Summary and Report

A. Monthly Financial, Current events summary for October 2023 - Presented by Fire Chief Kirk Noffsinger. There was some discussion regarding the PG&E retrofit and noting that rates would be increasing by 23% next year.

(VIII.) Consent Agenda:

- A. Discussion & Possible Action re: Approval of the October 2023 Monthly Financial Reports and expenditures. A motion to approve the financial reports was made by K. Watkins III and seconded by P. Castellou Jr. Motion passed with a vote of 4-0.

(IX.) Current Events Summaries, Reports, and/or Correspondence:

Current Events for the Linden-Peters Fire District months of October 2023 was presented by Fire Chief Kirk Noffsinger.

- A. Departmental Report-Fire Chief Kirk Noffsinger:

Fire Chief Kirk Noffsinger provided an update on the events and meetings held for the month of October 2023 along with providing an overview of the calls and FIU report.

Captain Mojalli provided the Shift, Training, Prevention, and Volunteer reports.

- B. Union Report - None

(X.) Unfinished Business:

- A. Discussion & Possible Action Re: Resolution to approve the Linden-Peters Rural Fire Protection District change from Odd-Numbered Years to Even-Numbered Years to Coincide and Consolidate with the General Elections

The Board agreed to take this item off of the Agenda to consider again in March 2024.

(XI.) New Business:

- A. Discussion & Possible Action re: Accept the MacLeod Watts Other Post-Employment Benefits (OPEB) Actuarial Valuation and GASB 75 for FYE June 30, 2023

A motion was made by K. Watkins III to accept the OPEB Actuarial Valuation and GASB 75 for FYE June 30, 2023 as presented. The motion was seconded by P. Castellou Jr. The motion passed unanimously 4-0.

(XII.) Board Questions and Comments – None

(XIII.) Closed Session –

At 7:35 pm, Board President Jack Plotz announced that the Board would enter into closed session to discuss the following items:

- A. Section 54957.6: Labor Negotiators
Unrepresented Employee = Administrative Assistant

The Board Returned to open session at 8:07 pm.

- B. Report of actions taken in closed session.

The Board reviewed the contract effective November 2, 2023 and has approved with minor changes corrected.

(XIV.)Adjournment: Motion made by P. Castillou, Jr. to adjourn the meeting. The motion was seconded by K. Watkins III. Being there was no further discussion, the motion passed with a vote of 4-0. Motion carried and so ordered at 8:11 pm.

John E. Plotz, President

Thomas G. Watkins, Vice President

Absent

David Frison, Secretary

Paul Castillou, Jr., Member

Kenneth "Kenny" Watkins III

Linden-Peters Rural County Fire Protection District

12/06/23

Balance Sheet

Accrual Basis

As of November 30, 2023

| | <u>Nov 30, 23</u> |
|--------------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 101 · F&M Checking- General | 46,330.33 |
| 102 · F&M Zone 1 Fund | 134,201.06 |
| 104 · F&M- Capital Outlay | 610,564.91 |
| 106 · F&M- Benefits Reserve Fund | 30,078.76 |
| 123 · F&M Equipment Replacement F... | 457,203.66 |
| 124 · F&M CD | 102,106.88 |
| | <hr/> |
| Total Checking/Savings | 1380485.60 |
| | <hr/> |
| Total Current Assets | 1380485.60 |
| | <hr/> |
| TOTAL ASSETS | 1380485.60 |
| | <hr/> <hr/> |
| LIABILITIES & EQUITY | 0.00 |

12/06/23

Linden-Peters Rural County Fire Protection District
Income by Customer Summary
November 2023

| | <u>Nov 23</u> |
|--------------------------------------|-------------------------------|
| Fire Recovery USA, LLC Trust Acco... | 374.02 |
| Linden County W.D. | 502.56 |
| San Joaquin County | 949.00 |
| TOTAL | <u><u>1,825.58</u></u> |

12/06/23

Linden-Peters Rural County Fire Protection District
Expenses by Vendor Summary
November 2023

| | <u>Nov 23</u> |
|-------------------------------------|-------------------------|
| Blue Cross of California | 88.05 |
| California Waste Recovery Systems | 352.94 |
| Cintas | 285.77 |
| Comcast | 374.79 |
| E.F. Kludt & Sons | 3,498.67 |
| Engineered Fire Systems, Inc. | 125.00 |
| Foothill Copier Service | 125.00 |
| Frontier Communications | 43.04 |
| HI-TECH E.V.S., Inc. | 259.22 |
| Jim Avansino | 1,049.12 |
| Joint Radio Users Group | 3,132.96 |
| Ken Snyder Jr. | 269.02 |
| Kirk Noffsinger | 75.00 |
| L.N. Curtis & Sons | 15,316.14 |
| Lee Owing Jr. | 1,049.12 |
| Les Schwab Tire Center | 3,131.13 |
| Linden-Peters Chamber of Commerce | 150.00 |
| Linden County Water District | 432.65 |
| Overhead Door Co. | 711.00 |
| Pacific Gas & Electric | 1,697.31 |
| PERS Health Benefits Division | 27,530.78 |
| Premier Access Dental | 3,693.30 |
| Public Employees' Retirement System | 33,823.44 |
| R & C Pest Control | 90.00 |
| San Joaquin EMS Agency | 203.00 |
| Small Business Benefit Plan Trust | 247.20 |
| Vic Solari | 269.02 |
| Western State Design | 483.83 |
| Zylstra Auto & Hardware | 175.76 |
| TOTAL | <u>98,682.26</u> |

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2023 through June 2024

| | <u>Jul '23 - Jun 24</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|--|-------------------------|---------------|-----------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 410-1 · Property Tax See- Z1 | 51.80 | 15,950.00 | -15,898.20 |
| 410 · Property Tax Current Secured | 9,041.27 | 2,786,000.00 | -2,776,958.73 |
| 415-1 · Property Tax Unsecured - Z1 | -8.26 | 825.00 | -833.26 |
| 415 · Property Tax Curr Unsecured | -1,445.22 | 144,200.00 | -145,645.22 |
| 420-1 · SB813 - Z1 | 182.99 | 569.00 | -386.01 |
| 420 · SB813 Supplemental | 31,927.83 | 99,000.00 | -67,072.17 |
| 425-1 · Prior Tax - ZZ1 | 11.79 | 16.00 | -4.21 |
| 425 · Prior Years | 2,052.14 | 1,600.00 | 452.14 |
| 440-1 · Interest Income-48901 SJC Acct | 3,975.00 | 6,900.00 | -2,925.00 |
| 440-2 · Interest Income-48931 SJC Acct | 16.01 | 12.00 | 4.01 |
| 450-1 · Interest - Z1 | 29.05 | 60.00 | -30.95 |
| 450-2 · Interest - Benefits Reserve | 6.30 | 13.00 | -6.70 |
| 450-4 · Interest - General Fund | 6,121.86 | 5,000.00 | 1,121.86 |
| 450-5 · Interest -Equipment Replace F... | 1,887.96 | 1,140.00 | 747.96 |
| 450-6 · Interest - CD | 0.00 | 125.00 | -125.00 |
| 450 · Interest - Checking | 4.48 | 4.00 | 0.48 |
| 460-1 · State - Hmownrs Prop Tax | 0.00 | 50.00 | -50.00 |
| 460 · State - Hmownrs Prop Tax Relief | 0.00 | 8,880.00 | -8,880.00 |
| 462 · Grant Income | 87,565.11 | 15,000.00 | 72,565.11 |
| 465 · Fire Prevention Service | 3,556.75 | 13,000.00 | -9,443.25 |
| 475 · Strike Team Reimbursement | 29,379.89 | 0.00 | 29,379.89 |
| 480 · LCWD Fuel Reimbursement | 3,421.69 | 7,800.00 | -4,378.31 |
| 482 · Federal Grant | | | |
| 482-2 · Grant-AFG Regional Radios | 92,456.67 | | |
| Total 482 · Federal Grant | 92,456.67 | | |
| 492-3 · Service Fees | 1,662.62 | 398.00 | 1,264.62 |
| 495 · Miscellaneous | 20.00 | 100.00 | -80.00 |

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2023 through June 2024

| | <u>Jul '23 - Jun 24</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|--|-------------------------|---------------|-----------------------|
| Total Income | 271,917.73 | 3,106,642.00 | -2,834,724.27 |
| Expense | | | |
| 500 · Personnel | | | |
| 510 · Salaries - Regular | 571,173.43 | 1,302,000.00 | -730,826.57 |
| 512 · Salaries - Overtime | 95,250.48 | 175,000.00 | -79,749.52 |
| 513 · Salaries - FLSA | 13,114.17 | 29,000.00 | -15,885.83 |
| 514 · Salaries - Strike Team Overtime | 76,083.35 | | |
| 515 · Salaries - Extra Help | 0.00 | 22,000.00 | -22,000.00 |
| 517 · Salaries - Holiday | 48,435.15 | 115,000.00 | -66,564.85 |
| 518 · Salaries - Volunteers | 2,135.00 | 9,000.00 | -6,865.00 |
| 519 · Educational Incentive | 4,015.68 | 15,600.00 | -11,584.32 |
| 521 · Retirement | 403,342.19 | 585,946.62 | -182,604.43 |
| 525 · Social Security | 967.95 | 3,000.00 | -2,032.05 |
| 527 · Social Security - Medicare | 10,454.36 | 22,000.00 | -11,545.64 |
| 530 · Insurance- Medical | 132,918.91 | 270,000.00 | -137,081.09 |
| 531 · Insurance- Medical (retirees) | 21,340.53 | 60,000.00 | -38,659.47 |
| 532 · Insurance- Dental | 6,707.48 | 15,500.00 | -8,792.52 |
| 533 · Insurance - Vision | 802.48 | 2,500.00 | -1,697.52 |
| 534 · Insurance -Life | 440.25 | 1,400.00 | -959.75 |
| 535 · Insurance- Worker's comp | 64,893.50 | 150,000.00 | -85,106.50 |
| 536 · Director's Fees | 4,125.00 | 6,500.00 | -2,375.00 |
| Total 500 · Personnel | 1,456,199.91 | 2,784,446.62 | -1,328,246.71 |
| 540 · Vehicle & Equipment | | | |
| 542 · Fuel, Lube, & Oil | 13,826.07 | 34,000.00 | -20,173.93 |
| 543 · Tires | 0.00 | 3,000.00 | -3,000.00 |
| 544 · Parts/Supplies | 2,377.57 | 9,000.00 | -6,622.43 |
| 545 · Maintenance & Repair | 13,519.57 | 46,000.00 | -32,480.43 |
| 547 · Radios | 1,118.47 | 15,000.00 | -13,881.53 |
| 549 · SCBA | 7,834.45 | 17,000.00 | -9,165.55 |

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2023 through June 2024

| | <u>Jul '23 - Jun 24</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|---|-------------------------|---------------|-----------------------|
| 550-4 · Small Tools & Equipment | 832.93 | 2,500.00 | -1,667.07 |
| 551 · Medical equip, supplies, oxygen | 1,340.76 | 5,000.00 | -3,659.24 |
| 552 · Ladder Purchase/ Maintenance | 0.00 | 1,000.00 | -1,000.00 |
| 600-2 · Grant-AFG Regional Expense | 106,721.41 | | |
| Total 540 · Vehicle & Equipment | 147,571.23 | 132,500.00 | 15,071.23 |
| 560 · Buildings & Grounds | | | |
| 564 · Furniture | 323.16 | 2,000.00 | -1,676.84 |
| 580 · Maintenance & Repair | 1,417.84 | 14,500.00 | -13,082.16 |
| Total 560 · Buildings & Grounds | 1,741.00 | 16,500.00 | -14,759.00 |
| 600 · Supplies | | | |
| 600-1 · Grant Expense-Supplies | 0.00 | 15,000.00 | -15,000.00 |
| 602 · Computer Hardware & Software | 19,516.63 | 26,700.00 | -7,183.37 |
| 606 · Office supplies | 852.33 | 4,000.00 | -3,147.67 |
| 607 · Postage | 274.14 | 500.00 | -225.86 |
| 608 · Station Supplies | 3,391.92 | 10,000.00 | -6,608.08 |
| 613 · Clothing-uniforms | 0.00 | 2,000.00 | -2,000.00 |
| 616 · Clothing- Safety | 7,816.84 | 15,000.00 | -7,183.16 |
| 625 · Utilities- Electric/ Gas | 10,205.36 | 25,000.00 | -14,794.64 |
| 626 · Utilities- Water | 1,686.76 | 4,200.00 | -2,513.24 |
| 627 · Utilities- Cable TV | 1,246.52 | 2,500.00 | -1,253.48 |
| 630 · Utilities - Telephone/Cell/CAD | 2,275.81 | 6,500.00 | -4,224.19 |
| 631 · Utilities - Garbage | 1,728.30 | 4,300.00 | -2,571.70 |
| 635 · Fire Fighting Foam | 0.00 | 3,300.00 | -3,300.00 |
| Total 600 · Supplies | 48,994.61 | 119,000.00 | -70,005.39 |
| 650 · Services | | | |
| 652 · Insurance/ Casul/ Eq/Bond | 1,553.00 | 40,000.00 | -38,447.00 |

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2023 through June 2024

| | <u>Jul '23 - Jun 24</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|---------------------------------------|-----------------------------|---------------------------|-----------------------------|
| 655 · Annual Audit | 20,825.00 | 17,000.00 | 3,825.00 |
| 656 · S.J. Co. Tax Admin Chg | 0.00 | 50,000.00 | -50,000.00 |
| 657 · Dispatching | 7,350.16 | 16,500.00 | -9,149.84 |
| 658 · Computer Support | 1,770.00 | 5,000.00 | -3,230.00 |
| 665 · Physical Exams | 0.00 | 3,300.00 | -3,300.00 |
| 667 · Fire Prevention Bureau | 1,570.76 | 3,500.00 | -1,929.24 |
| 670 · Assoc. Memberships | 1,085.00 | 4,000.00 | -2,915.00 |
| 675 · Training | 1,390.76 | 46,900.00 | -45,509.24 |
| 677 · Consultant Services | 0.00 | 3,000.00 | -3,000.00 |
| 678 · Attorney Fee's | 302.50 | 5,000.00 | -4,697.50 |
| 690 · Services Contingencies | 563.32 | 5,000.00 | -4,436.68 |
| 691 · Bank Fees | 309.55 | 1,000.00 | -690.45 |
| Total 650 · Services | <u>36,720.05</u> | <u>200,200.00</u> | <u>-163,479.95</u> |
| 695 · Zone 1 | | | |
| 696 · Hydrant Rental | 475.00 | 1,200.00 | -725.00 |
| 697 · Fire Hose and Appliances | 3,593.53 | 7,000.00 | -3,406.47 |
| 698 · S.J. Co. Tax Admin Chg | 0.00 | 300.00 | -300.00 |
| 699 · Fire Hydrant Purchase | 0.00 | 7,000.00 | -7,000.00 |
| Total 695 · Zone 1 | <u>4,068.53</u> | <u>15,500.00</u> | <u>-11,431.47</u> |
| Total Expense | <u>1,695,295.33</u> | <u>3,268,146.62</u> | <u>-1,572,851.29</u> |
| Net Ordinary Income | <u>-1,423,377.60</u> | <u>-161,504.62</u> | <u>-1,261,872.98</u> |
| Net Income | <u><u>-1,423,377.60</u></u> | <u><u>-161,504.62</u></u> | <u><u>-1,261,872.98</u></u> |

1:54 PM

12/06/23

Cash Basis

Linden-Peters Rural County Fire Protection District
FY 23-24 vs FY 22-23 Profit & Loss Prev Year Comparison
July through November 2023

| | <u>Jul - Nov 23</u> | <u>Jul - Nov 22</u> | <u>\$ Change</u> | <u>% Change</u> |
|--|---------------------|---------------------|------------------|-----------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 410-1 · Property Tax See- Z1 | 51.80 | -19.28 | 71.08 | 368.7% |
| 410 · Property Tax Current Secured | 9,041.27 | -2,125.22 | 11,166.49 | 525.4% |
| 415-1 · Property Tax Unsecured - Z1 | -8.26 | 16.84 | -25.10 | -149.1% |
| 415 · Property Tax Curr Unsecured | -1,445.22 | 2,928.03 | -4,373.25 | -149.4% |
| 420-1 · SB813 - Z1 | 182.99 | 77.95 | 105.04 | 134.8% |
| 420 · SB813 Supplemental | 31,927.83 | 13,450.37 | 18,477.46 | 137.4% |
| 425-1 · Prior Tax - ZZ1 | 11.79 | 15.40 | -3.61 | -23.4% |
| 425 · Prior Years | 2,052.14 | 1,595.77 | 456.37 | 28.6% |
| 440-1 · Interest Income-48901 SJC Acct | 3,975.00 | 637.00 | 3,338.00 | 524.0% |
| 440-2 · Interest Income-48931 SJC Acct | 16.01 | 0.00 | 16.01 | 100.0% |
| 450-1 · Interest - Z1 | 29.05 | 29.37 | -0.32 | -1.1% |
| 450-2 · Interest - Benefits Reserve | 6.30 | 6.30 | 0.00 | 0.0% |
| 450-4 · Interest - General Fund | 6,121.86 | 299.46 | 5,822.40 | 1,944.3% |
| 450-5 · Interest -Equipment Replace F... | 1,887.96 | 86.56 | 1,801.40 | 2,081.1% |
| 450 · Interest - Checking | 4.48 | 1.86 | 2.62 | 140.9% |
| 462 · Grant Income | 87,565.11 | 9,358.25 | 78,206.86 | 835.7% |
| 465 · Fire Prevention Service | 3,556.75 | 4,619.00 | -1,062.25 | -23.0% |
| 475 · Strike Team Reimbursement | 29,379.89 | 37,854.10 | -8,474.21 | -22.4% |
| 480 · LCWD Fuel Reimbursement | 2,746.97 | 2,794.87 | -47.90 | -1.7% |
| 482 · Federal Grant | | | | |
| 482-2 · Grant-AFG Regional Radios | 92,456.67 | 0.00 | 92,456.67 | 100.0% |
| Total 482 · Federal Grant | 92,456.67 | 0.00 | 92,456.67 | 100.0% |
| 492-3 · Service Fees | 1,662.62 | 389.60 | 1,273.02 | 326.8% |
| 495 · Miscellaneous | 20.00 | 16.00 | 4.00 | 25.0% |
| Total Income | 271,243.01 | 72,032.23 | 199,210.78 | 276.6% |
| Expense | | | | |

Linden-Peters Rural County Fire Protection District
FY 23-24 vs FY 22-23 Profit & Loss Prev Year Comparison
July through November 2023

| | <u>Jul - Nov 23</u> | <u>Jul - Nov 22</u> | <u>\$ Change</u> | <u>% Change</u> |
|---------------------------------------|---------------------|---------------------|------------------|-----------------|
| 500 · Personnel | | | | |
| 510 · Salaries - Regular | 523,491.71 | 500,067.16 | 23,424.55 | 4.7% |
| 512 · Salaries - Overtime | 82,113.26 | 61,976.29 | 20,136.97 | 32.5% |
| 513 · Salaries - FLSA | 12,020.64 | 11,600.82 | 419.82 | 3.6% |
| 514 · Salaries - Strike Team Overtime | 76,083.35 | 145,452.88 | -69,369.53 | -47.7% |
| 517 · Salaries - Holiday | 44,396.37 | 5,635.80 | 38,760.57 | 687.8% |
| 518 · Salaries - Volunteers | 2,135.00 | 3,560.00 | -1,425.00 | -40.0% |
| 519 · Educational Incentive | 3,681.04 | 3,681.04 | 0.00 | 0.0% |
| 521 · Retirement | 391,004.76 | 378,182.37 | 12,822.39 | 3.4% |
| 525 · Social Security | 883.00 | 220.72 | 662.28 | 300.1% |
| 527 · Social Security - Medicare | 9,598.82 | 9,482.65 | 116.17 | 1.2% |
| 530 · Insurance- Medical | 108,450.83 | 98,788.86 | 9,661.97 | 9.8% |
| 531 · Insurance- Medical (retirees) | 17,783.85 | 15,942.68 | 1,841.17 | 11.6% |
| 532 · Insurance- Dental | 7,079.49 | 5,070.33 | 2,009.16 | 39.6% |
| 533 · Insurance - Vision | 840.16 | 822.28 | 17.88 | 2.2% |
| 534 · Insurance -Life | 440.25 | 440.25 | 0.00 | 0.0% |
| 535 · Insurance- Worker's comp | 64,893.50 | 107,866.00 | -42,972.50 | -39.8% |
| 536 · Director's Fees | 1,850.00 | 1,350.00 | 500.00 | 37.0% |
| Total 500 · Personnel | 1,346,746.03 | 1,350,140.13 | -3,394.10 | -0.3% |
| 540 · Vehicle & Equipment | | | | |
| 542 · Fuel, Lube, & Oil | 12,852.90 | 16,678.96 | -3,826.06 | -22.9% |
| 543 · Tires | 0.00 | 1,845.21 | -1,845.21 | -100.0% |
| 544 · Parts/Supplies | 2,377.57 | 468.79 | 1,908.78 | 407.2% |
| 545 · Maintenance & Repair | 13,519.57 | 16,595.48 | -3,075.91 | -18.5% |
| 547 · Radios | 930.97 | 191.47 | 739.50 | 386.2% |
| 549 · SCBA | 7,834.45 | 119.00 | 7,715.45 | 6,483.6% |
| 550-4 · Small Tools & Equipment | 832.93 | 1,377.30 | -544.37 | -39.5% |
| 551 · Medical equip, supplies, oxygen | 1,340.76 | 612.48 | 728.28 | 118.9% |
| 600-2 · Grant-AFG Regional Expense | 106,721.41 | 0.00 | 106,721.41 | 100.0% |

Linden-Peters Rural County Fire Protection District
FY 23-24 vs FY 22-23 Profit & Loss Prev Year Comparison
July through November 2023

| | <u>Jul - Nov 23</u> | <u>Jul - Nov 22</u> | <u>\$ Change</u> | <u>% Change</u> |
|---|---------------------|---------------------|------------------|-----------------|
| Total 540 · Vehicle & Equipment | 146,410.56 | 37,888.69 | 108,521.87 | 286.4% |
| 560 · Buildings & Grounds | | | | |
| 564 · Furniture | 323.16 | 2,524.58 | -2,201.42 | -87.2% |
| 580 · Maintenance & Repair | 1,417.84 | 9,966.39 | -8,548.55 | -85.8% |
| Total 560 · Buildings & Grounds | 1,741.00 | 12,490.97 | -10,749.97 | -86.1% |
| 600 · Supplies | | | | |
| 600-1 · Grant Expense-Supplies | 0.00 | 191.47 | -191.47 | -100.0% |
| 602 · Computer Hardware & Software | 19,516.63 | 6,307.90 | 13,208.73 | 209.4% |
| 606 · Office supplies | 852.33 | 857.23 | -4.90 | -0.6% |
| 607 · Postage | 274.14 | 65.45 | 208.69 | 318.9% |
| 608 · Station Supplies | 3,170.82 | 3,564.11 | -393.29 | -11.0% |
| 613 · Clothing-uniforms | 0.00 | 97.46 | -97.46 | -100.0% |
| 616 · Clothing- Safety | 7,816.84 | 6,244.25 | 1,572.59 | 25.2% |
| 625 · Utilities- Electric/ Gas | 10,205.36 | 10,620.67 | -415.31 | -3.9% |
| 626 · Utilities- Water | 1,686.76 | 1,643.35 | 43.41 | 2.6% |
| 627 · Utilities- Cable TV | 1,039.47 | 957.09 | 82.38 | 8.6% |
| 630 · Utilities - Telephone/Cell/CAD | 2,200.81 | 2,387.03 | -186.22 | -7.8% |
| 631 · Utilities - Garbage | 1,728.30 | 1,748.68 | -20.38 | -1.2% |
| Total 600 · Supplies | 48,491.46 | 34,684.69 | 13,806.77 | 39.8% |
| 650 · Services | | | | |
| 652 · Insurance/ Casul/ Eq/Bond | 1,553.00 | 0.00 | 1,553.00 | 100.0% |
| 655 · Annual Audit | 16,400.00 | 1,350.00 | 15,050.00 | 1,114.8% |
| 657 · Dispatching | 7,350.16 | 5,981.31 | 1,368.85 | 22.9% |
| 658 · Computer Support | 1,770.00 | 1,770.00 | 0.00 | 0.0% |
| 665 · Physical Exams | 0.00 | 1,670.00 | -1,670.00 | -100.0% |
| 667 · Fire Prevention Bureau | 1,570.76 | 2,396.77 | -826.01 | -34.5% |
| 670 · Assoc. Memberships | 1,085.00 | 845.00 | 240.00 | 28.4% |

Linden-Peters Rural County Fire Protection District
FY 23-24 vs FY 22-23 Profit & Loss Prev Year Comparison
July through November 2023

| | <u>Jul - Nov 23</u> | <u>Jul - Nov 22</u> | <u>\$ Change</u> | <u>% Change</u> |
|---------------------------------------|-----------------------------|-----------------------------|-------------------------|--------------------|
| 675 · Training | 1,187.76 | 439.40 | 748.36 | 170.3% |
| 677 · Consultant Services | 0.00 | 525.00 | -525.00 | -100.0% |
| 678 · Attorney Fee's | 302.50 | 0.00 | 302.50 | 100.0% |
| 690 · Services Contingencies | 418.89 | 3,569.26 | -3,150.37 | -88.3% |
| 691 · Bank Fees | 309.55 | 355.25 | -45.70 | -12.9% |
| Total 650 · Services | <u>31,947.62</u> | <u>18,901.99</u> | <u>13,045.63</u> | <u>69.0%</u> |
| 695 · Zone 1 | | | | |
| 696 · Hydrant Rental | 475.00 | 475.00 | 0.00 | 0.0% |
| 697 · Fire Hose and Appliances | 3,593.53 | 0.00 | 3,593.53 | 100.0% |
| Total 695 · Zone 1 | <u>4,068.53</u> | <u>475.00</u> | <u>3,593.53</u> | <u>756.5%</u> |
| Total Expense | <u>1,579,405.20</u> | <u>1,454,581.47</u> | <u>124,823.73</u> | <u>8.6%</u> |
| Net Ordinary Income | <u>-1,308,162.19</u> | <u>-1,382,549.24</u> | <u>74,387.05</u> | <u>5.4%</u> |
| Net Income | <u>-1,308,162.19</u> | <u>-1,382,549.24</u> | <u>74,387.05</u> | <u>5.4%</u> |



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
lpfd@sjgov.org
Kirk Noffsinger, Fire Chief

Board Members

President: John E. Plotz
Vice-President: Thomas G. Watkins
Secretary: Duane R. Brown
Member: David Frison
Member: Paul Castillou Jr.

LINDEN – PETERS FIRE DEPARTMENT MONTHLY BOARD REPORT DECEMBER 7, 2023

FINANCIAL SUMMARY AND REPORT:

For the month ending November 30, 2023

- All accounts balanced as of November 30, 2023

CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE:

- **Meetings for the month**
 - 11/02 LPFD Board Meeting
 - 11/08 JRUG Meeting
 - 11/15 Training Facility Committee Meeting
 - 11/27 FDAC Board Meeting
- **Correspondence/Events:** 11/4 Linden Fire Volunteer Association Rib Feed
- **Current Projects/Updates:** None

A SHIFT PERSONNEL: Captain J. Reed / Lieutenant K. Dahlenburg / Firefighter Engineer D. Dennis/
Firefighter Engineer J. Davis

Activities for the Month

- Responded to XX calls for service
- Provided extinguisher training at Linden High School for 143 students.
- Reported that the extractor is back in service.
- Participated in a fire drill with Sambado's staff.
- Harbor Signs replaced the photo cell that controls the top banner of the sign board. An electrician will need to see if there are enough amps to power the sign and fix the tripping issue.

B SHIFT PERSONNEL: Captain B. Ruegsegger / Lieutenant J. Goins / Firefighter Engineer T.
Watson/Firefighter Engineer M. Garcia

Activities for the Month

- Responded to XX calls for service
- Took four sets of PPE to Morada for cleaning.

C SHIFT PERSONNEL: Captain M. Mojalli / Lieutenant R. Ruegsegger/ Firefighter Engineer M.
Verdon/ Firefighter Engineer B. Wright

Activities for the Month

- Responded to XX calls for service
- Setup the card and modem on E52 for wifi and tracking.
- Submitted EMS renewal paperwork to SJCEMSA for B. Wright.
- Reprogrammed the portable radios with an alert tone.
- Reported that the CO detectors were updated and back in service.
- Placed four water rescue bags in service.
- Placed two rope bags in service.
- Hung wreaths on businesses for the Chamber.

DEPARTMENT FIRE PREVENTION REPORT:

- Projects: Bellota Sub Station Power Storage Project, Morada Produce- New Project, and LUSD Solar Project
- Issued 3 permits

ON DUTY TRAINING:

Fire Scene Ops: FDC/Sprinkler Connections/RIC Operations
EMS: EMS Amputation Injuries
SJC EMS Policy: 5585 Extremity Trauma
LPE Policy: Lexipol Review
Safety: NFPA Driving Safety

Outside Training

- 10/9, 10/11, & 10/13 FDAC Leadership Symposium Captain Marcel Mojalli and Lt. Rod Ruegsegger

FIRE VOLUNTEERS, FIRE CADETS, AND VOLUNTEER FIREFIGHTERS ASSOCIATION

ACTIVITIES: 11/4/2023 Rib Feed; Reminder Christmas Party 12/10 at 6:00 p.m. at Station 5-1.

MEMORIAL DONATIONS:

- Year to date the Association has received a total of \$9,710.00 in memorial donations.
-

Department Report – 12/2023

| LINDEN - PETERS FIRE DISTRICT | | | | MONTH - YEAR: Nov-23 | |
|-----------------------------------|--------------|---------------|-----------------|-------------------------|-----------------|
| INCIDENT TYPE | NO. | POSTED | CANCELED | PAID STAFF | |
| STRUCTURE FIRE | 3 | | | 102 B. RUEGSEGGER | 5 |
| VEGETATION FIRE | 3 | | | 106 M. MOJALLI | 7 |
| VEHICLE FIRE | 1 | | 1 | 108 J. REED | 1 |
| FIRE OTHER | | | | 105 J. GOINS | 1 |
| EMS CALL | 32 | 1 | 2 | 107 K. DAHLENBURG | 1 |
| MVA | 8 | | 4 | 110 R. RUEGSEGGER | 4 |
| RESCUE CALL | | | | 111 T. WATSON | 6 |
| HAZARDOUS CONDITION | | | | 118 M. GARCIA | 1 |
| SERVICE CALL (NON EMERGENCY) | | | | 119 M. VERDON | 1 |
| GOOD INTENT CALLS | 1 | | 1 | 120 B. WRIGHT | 1 |
| FALSE ALARMS | 2 | | | 122 D. DENNIS | |
| WEATHER / DISASTER | | | | 123 J. DAVIS | |
| SPECIAL INCIDENTS/OTHER | 5 | 2 | | | |
| TOTAL FOR THE MONTH: | 55 | | | TOTAL: | 28 |
| TOTAL FOR THE YEAR: | 702 | | | VOLUNTEER STAFF | STA COV. |
| PREVIOUS YEAR COMPARISON | | | | | |
| | | Diff | % | 117 G. SCHAEDE (VFF) | 11 |
| MONTH: | 51 | 4 | 7% | 152 P. WHITAKER (VFF) | 1 |
| YEAR: | 651 | 51 | 7% | 166 A. RUEGSEGGER (VPF) | 11 |
| DAY CALLS (8AM - 5PM): | 32 | | | TOTAL: | 23 |
| NIGHT CALLS (5PM - 8AM): | 23 | | | | |
| CALLS PER SHIFT | | | | | |
| A: | 16 | | | | |
| B: | 21 | | | | |
| C: | 18 | | | | |
| AUTOMATIC AID | | | | | |
| | GIVEN | POSTED | CANCELED | RECEIVED | |
| WATERLOO MORADA (WMR) | 8 | | 4 | 2 | |
| MOKELUMNE (MKE) | 2 | | | 7 | |
| CLEMENTS (CLE) | 2 | | 1 | | |
| FARMINGTON (FAR) | | | | | |
| FRENCH CAMP FIRE (FRC) | | | | | |
| COLLEGEVILLE (CVG) | | | | | |
| STOCKTON (STO) | | | | | |
| MONTEZUMA (ZUM) | | | | | |
| LODI (LOD) | | | | | |
| WOODBIDGE (WOO) | | | | | |
| LIBERTY (LIB) | | | | | |
| MOUNTAIN HOUSE (MHU) | | | | | |
| ESCALON (ESL) | | | | 1 | |
| RIPON (RIP) | 1 | | | | |
| CALAVERAS CONSOLIDATED | 2 | | 1 | 1 | |
| LATHROP MANTECA (LMD) | | | | | |
| CalFire (TCU) | | | | | |
| OES, XSJ, EOC, SQF, VNC, BEU, MMU | | | | | |
| TOTAL: | 15 | 0 | 6 | 11 | |

LEGEND

- FIU callout - conducted by LPFD investigator
- FIU callout - NOT conducted by LPFD investigator
- In District investigation, not a county FIU callout

San Joaquin County Joint Fire Investigation Unit

| Agency | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----|
| Escalon | | | | | | | | | | | | |
| Ripon | | | | | | | | | | | 1 | |
| Lathrop-Manteca | | | | | | | | | | | | |
| Farmington | | | | | | | | | | | | |
| Linden-Peters | | | | | | | | | 2 | | | |
| Clements | 1 | | | | 1 | 1 | | | | | | |
| Woodbridge | | | | | | | | 1 | | | | |
| South County Fire Authority | | | | | | | | | | | | |
| French Camp/Mountain House | | 1 | | | | | | | | | | |
| Liberty | | | | | | | | | | | | |
| Mokelumne | | | | | | | | | | | | |
| Collegetville | | | | | | | | | | | | |
| Waterloo-Morada | | | | | | | 1 | | | 1 | | |
| Thornton | | | | | | | | | | | | |
| Montezuma | | | | | | | | | | | | |
| Lodi | | | | | | | | | | | | |
| Stockton | | | | 1 | | | | | | | | |
| Manteca | | | | | | | | | | | | |
| Total FIU Callouts | 1 | 1 | 0 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | |

January

Clements – Vehicle fire with fatality. Covered by Brandon Wright on-duty.

February

French Camp – Vehicle fire with fatality. Covered by R. Smart (Stockton Fire), P. Gonzales (Stockton Fire), and Bill Fisk (French Camp Fire).

March – None

April

Stockton – Structure fire with fatality. Covered by Bill Fisk (French Camp Fire).

May

Clements – Structure fire. Covered by Martin Garcia On Duty, Reserve Abby Ruegsegger, Tim Enright (Clements Fire), and George Wells (Waterloo Morada Fire).

June

Clements – Vegetation fire. Covered by Brandon Wright On Duty.

July

Waterloo Morada – Structure fire. Covered by Martin Garcia, Brandon Wright Off Duty, George Wells (Waterloo Morada Fire) and Josh Burke (Lathrop Manteca).

August

Woodbridge – Structure fire. Covered by Brandon Wright On Duty.

September

Linden-Peters Fire– Structure fire. Covered by Martin Garcia and Brandon Wright Off Duty.

Linden-Peters Fire– Vegetation fire. Covered by Martin Garcia On Duty and Brandon Wright Off Duty.

October

Waterloo Morada – Structure fire with fatality. Covered by B. Wright On Duty.

November

Ripon Fire – Structure fire with fatality. Covered by M. Garcia On Duty, George Wells (Waterloo Morada Fire and Josh Burke (Lathrop Manteca)

MAST LEASE AGREEMENT

This Mast Lease Agreement ("Agreement") is entered into this **1st day of January, 2024**, between **Ayera Technologies, Inc.** (Lessee) and **Linden-Peters Fire District** (Lessor), owners of the property designated in Leased Space. This Agreement will supersede any previous agreement in effect as of the Commencement Date.

1. Term

The term of this Agreement shall be for five (5) years commencing on February 1, 2024 ("Commencement Date") and terminating on January 31, 2029 (the "Term") unless otherwise terminated as provided in Paragraph 7. Lessee shall have the right to extend the Term for up to three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee or Lessor notifies the other party their intent to not renew at least 180 days prior to commencement of the succeeding Renewal Term.

2. Rent and Services provided to Lessor

- a) Lessee shall pay to Lessor as rent One-Hundred-Fifty and 00/100 Dollars (\$150.00) per month ("Rent"). Rent shall be payable to Lessor at 17725 State Route 26, Linden, CA, 95236. Rent shall increase upon commencement of each renewal term by 10%.
- b) Lessee will, during the term of this Agreement and any option period, include a symmetrical network connection, burstable up to 1-Gbps, for Lessor's internal use to Lessor's 17725 State Route 26, Linden, CA station ("Fire Station"). This connections may be used for internet service ("Internet Service"), T1 Services, and/or Layer 2 connectivity between future Lessor locations. A routable public IP subnet up to a /28 (13 assignable IPs) shall be included upon request.
- c) Lessee shall provide, install, and maintain at no charge to Lessor, up to eight fixed cameras and one (1) Network Video Recorder ("NVR") at Fire Station.
- d) Lessee shall provide, install, and maintain at no charge to Lessor, up to three (3) emulated T1 service connections ("T1 Service") for Lessor's legacy TDM-type equipment located at Fire Station. Endpoint of each T1 Service circuit may vary, but must be at a location serviced by Lessee.

3. Leased Space

Approximately 25 vertical feet of space on upper portions of Lessor's existing rooftop 60 foot tall mast ("Mast") for Lessee's various antennas, mounts, and supporting equipment. Maximum Effective Projected Area (EPA) of Lessee's antennas shall not exceed sixteen (16) sqft. Approximate latitude / longitude of Mast is 38.016737, -121.099058. Leased Space also includes some indoor rack or wall space ("Shelter Space") for Lessee's power and switching equipment, and up to 5 Amps of 120V power paid for by Lessor via a nearby electrical outlet or panel. Any power used over the included amount will be paid monthly by Lessee

at actual cost of power. Leased Space also includes sufficient space and path for fiber, Ethernet, and/or Low Voltage power cabling from Mast to Shelter Space.

4. Installation, Maintenance and Operation of Equipment

- a) Lessee shall be responsible for the cost of all installation expenses. Lessee understands that cable runs may require roof, wall or parapet penetrations and that Lessee shall properly seal such penetrations.
- b) Lessee, at their sole discretion and cost, may add additional guy wires, guy anchor points, and/or cross-guy bracing on Mast to provide additional stabilization and anti-twist measures for the Mast.
- c) Lessee, at their sole discretion and cost, may order and have one or more fiber circuits installed into the Leased Space at or near the Shelter Space. Lessor understands that there may be wall or ground penetrations needed for such fiber circuits.
- d) Lessor will prevent future additional tenants on the Mast from installing and operating in such a manner that would cause interference to Lessee's operations. With the exception of Lessor's own equipment, Lessee shall be granted exclusive use of the following frequency ranges on the Mast: unlicensed 5180 to 6855 MHz, unlicensed 24100 to 24300, unlicensed 59400 to 69120 MHz, as well as any FCC Licensed frequencies registered to and in use by Lessee at the Mast location.
- e) Lessee's employees or designated contractors that climb the Mast at the Leased Space must have Competent or Authorized Climber certification issued from a reputable Tower Safety & Rescue Training Program such as Comtrain. All appropriate safety measures must be taken when climbing masts.
- f) Lessee will, during the term of this Agreement and any option period, have the right to ingress and egress with sufficient notice to Lessor. Such right shall be limited to authorized engineers of Lessee or persons under Lessee's direct supervision. Such approval shall not be unreasonably withheld.

5. Taxes

If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Except as provided immediately below, Lessor shall pay all real property taxes attributable to the land. Lessee shall reimburse Lessor for any increases in real property taxes which are assessed as a direct result of Lessee's improvements to the Land. As a condition of Lessee's obligation to pay such tax increases, Lessor shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to lessee, indicating the increase is due to Lessee's improvements.

6. Termination

This Agreement shall be in effect for the dates and time periods stated herein. Upon expiration or earlier termination of the Lease, Lessee will remove all equipment installed on the Leased Premises within 60 days without damage to Lessor's property. Any equipment or property remaining following the 60 day removal period shall be deemed abandon by the Lessee and Lessor shall have the right to dispose of such property as it deems appropriate. Lessee shall repair any damage caused by its installation, maintenance or removal of its equipment and other personal property to the original building condition. During the term of the Agreement, Lessor will not grant a license to any other party which would interfere with Lessee's use of the premises as contemplated herein.

This Agreement may be terminated without further liability as follows:

- a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice.
- b) By Lessor if Lessee damages Lessor's property in any such way and does not repair within sixty (60) days of receipt of written notice.

7. Indemnification

Lessee does hereby indemnify and hold Lessor harmless from any claim which may arise against Lessor by reason of any occurrence attributable to the installation, operation or maintenance of Lessee's equipment. Except if caused by the gross negligence or misconduct of Lessor or its employees, agents or representatives, Lessor shall not have any obligations or liability with respect to the Lessee's equipment or any obligation to comply with any current or future enacted laws or regulations relating thereto. Lessee's installation, maintenance and use of its equipment shall be at its own risk and expense.

8. Insurance

Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within ten (10) days of written request by Lessor.

9. Assignment and Subletting

Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Lessor may assign and/or transfer its title in interest in this Agreement upon written notice to Lessee, subject to the assignee and/or the transferee assuming all of Lessor's obligations herein.

10. Miscellaneous

- a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c) This Agreement shall be binding on and inure to the benefit of the successors, transferees of title, and permitted assignees of the respective parties.
- d) This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above noted. Any notice or demand required to be given herein shall be made to the address of the respective parties set forth below:

Lessee:
Ayeria Technologies, Inc.
P.O. Box 576846
Modesto, CA 95357

Lessor:
Linden-Peters Fire District
17725 State Route 26
Linden, CA 95236

Signature: _____

Signature: _____

Name: **Mathew Ford**

Name: _____

Title: **CEO**

Title: _____

Date: _____

Date: _____

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

APPLICANT: Linden-Peters Fire District
PROJECT TITLE: Volunteer Fire Capacity
GRANT AGREEMENT: 7GF23056


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

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

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

Total State Grant not to exceed \$ 1,810.00 (or project costs, whichever is less).

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

| | |
|--|--|
| <p>Ken Dahlenburg _____ Applicant</p> | <p>STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION</p> |
| <p>By  _____ Signature of Authorized Representative</p> | <p>By _____</p> |
| <p>Title LT</p> | <p>Title: David Scheurich Staff Chief, Cooperative Fire Programs</p> |
| <p>Date 12/7/2023</p> | <p>Date _____</p> |

CERTIFICATION OF FUNDING

| | | |
|---------------------------------|---|--|
| GRANT AGREEMENT NUMBER | PO ID | SUPPLIER ID |
| FUND 0001 | FUND NAME General Fund | |
| PROJECT ID 354023DG2012166 | ACTIVITY ID SUBGNT | AMOUNT OF ESTIMATE FUNDING \$ 1,810.00 |
| GL UNIT 3540 | BUD REF CHAPTER 001 12 | ADJ. INCREASING ENCUMBRANCE \$ 0.00 |
| PROGRAM NUMBER 9999000FED | ENY 2023 | ADJ. DECREASING ENCUMBRANCE \$ 0.00 |
| ACCOUNT 5340580 | ALT ACCOUNT 5340580002 | UNENCUMBERED BALANCE \$ 1,810.00 |
| REPORTING STRUCTURE 35409206 | SERVICE LOCATION 92750 | |

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 LINDEN-PETERS FIRE DISTRICT hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

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

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

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

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

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

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

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

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$1,810.00** 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, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

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

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

LOCAL AGENCY: LINDEN-PETERS FIRE DISTRICT
17725 E. Hwy 26
Linden CA 94526
 Attention: LT. Ken Dahlenburg
 Telephone Number(s): (209) 649-9355
 E-mail K.dahlenburg@lindenfire.org

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

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

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

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

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

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

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

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

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

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

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

**BEFORE THE BOARD OF DIRECTORS OF THE
Linden-Peters Fire District
COUNTY OF San Joaquin, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 23-03

Approving the Department of Forestry and Fire Protection Agreement #_7GF23056_ for services from the date of last signatory on page 1 of the Agreement to June 30, 2024 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Linden-Peters Fire District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of \$ 1810.00.

BE IT FURTHER RESOLVED that Ken Dahlenburg, Lt of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Linden-Peters Fire District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Linden-Peters Fire District, at a regular meeting thereof, held on the 7th day of December, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

Paul Castillou _____
Printed Name and Title

ABSENT:

Signature, Board of Directors Member

Dave Firson _____
Printed Name and Title

**-----CERTIFICATION OF RESOLUTION-----
ATTEST:**

I Lorena Coose, Clerk of the Linden-Peters Fire District, County of San Joaquin California do hereby certify that this is a true and correct copy of the original Resolution Number 23-03

WITNESS MY HAND OR THE SEAL OF THE Linden-Peters Fire District, on this 7th day of December, 2023.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency