

Felton Fire Protection District Board of Directors Regular Meeting Agenda Monday, April 14, 2025 6:00 p.m.

Location: Felton Fire Station Meeting Room, 131 Kirby St, Felton California

Felton Fire Protection District will accommodate persons with disabilities. Please phone the fire station at (831) 335-4422 and communicate your specific needs. Any person may comment on any agenda item and must be recognized by the Board Chair prior to comment.

Call to Order

Pledge of Allegiance

Roll Call

Consideration of Additions/Deletions to the Agenda

Statements of Disqualification

Consent Agenda

- 1. Approval of the Minutes of March 3, 2025.
- 2. Approval of Paid Vendor Claims for the Month of March 2025.
- 3. Correspondence-None.

Public Comment/Oral Communications

Any person may address the Board at this time on any matter not on this agenda within the subject matter jurisdiction of the Felton Fire Protection District. The Board Chair may request that comments be limited to no more than three (3) minutes. Any matter that requires Board action will be referred to staff for a report and action at a subsequent meeting. The Brown Act prohibits the board from taking action on any item not listed on the agenda.

Staff Reports

4. Chief's Report

General Business

- 5. Discussion/Action: Authorize the Chairperson of the Board to Execute the Agreement Between Santa Cruz Regional 9-1-1 and Felton Fire Protection District for Communication Services.
 - Recommendation: Authorize the Chairperson of the Board to execute the Agreement Between Santa Cruz Regional 9-1-1 and Felton Fire Protection District for Communication Services on behalf of the Felton Fire Protection District.
- 6. <u>Discussion/Action: Consider Notice of the Local Agency Formation Commission (LAFCO)</u>
 <u>Special District Representative Run-Off Election and Take Related Action.</u>
 - Recommendation: Motion to designate the Felton Fire Protection District's selected candidates to serve as the Special District Regular and Alternate Member Seats on the Local Agency Formation Commission and direct the Chief to complete and submit the Felton Fire Protection District's LAFCO run-off ballot on or before May 1, 2025.
- 7. <u>Discussion/Action: Review Materials Relating to the Sale of the Felton Fire Protection</u>
 <u>District's Ground Lease for Cell Towers and Designate an Authorized Representative to</u>
 <u>Conduct Negotiations on Behalf of the District; Review and Discuss Solar Replacement</u>
 Project in Area Potentially Affected by Sale of Cell Tower Ground Lease.
 - Recommendation: Motion to determine if the Felton Fire Protection District will move forward with seeking bids for the potential sale of the District's ground lease for cell towers and designate a District representative to collect bids if the District finds the sale of the cellular ground lease is in the best interest of the organization; determine the effect of a cellular ground lease sale would have on the District's ability to move forward with the replacement of the solar system and direct the Chief to take related actions with respect to replacing the current solar system at the station.

Director's Reports/Ad Hoc Committee Reports

8. <u>Discussion/Action: Review Progress Reports from the Following Ad-Hoc Committees: Strategic Planning (Conrad/Crandell); Budget (Shults/Anderson); Policies/SOPs (Schwanbeck/Crandell) and Discuss Actions to Facilitate the Efficacy of the Ad Hoc Committees.</u>

Adjournment



APRIL 25, 2025

Regular Meeting
Felton Fire Protection
District Board of Directors
Board Packet



Felton Fire Protection District Board of Directors MINUTES Monday, March 3, 2025 6:00 p.m.

Minutes are unofficial until approved by the Board of Directors on April 14, 2025.

Call to Order-Chair Crandell called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Roll Call-Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell were present.

Consideration of Additions/Deletions to the Agenda-None.

Statements of Disqualification-None.

Consent Agenda

1. Approval of the Minutes of February 03, 2025, and the Special Meeting Minutes of February 15, 2025.

<u>MOTION:</u> Motion made by Director Schwanbeck, seconded by Director Shults, to adopt the Minutes of February 03, 2025, and the Special Meeting Minutes of February 15, 2025, with the following correction to the Minutes of February 03, 2025: Correct the spelling of Director Conrad's name in the voting key of Item 6.1.

ACTION: The motion carried by the following vote:

AYES: Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell

NOES: None

2. Approval of the 2025 Regular Meeting Schedule of the Felton Fire Protection District Board of Directors

<u>MOTION:</u> Motion made by Director Schwanbeck, seconded by Director Shults, to approve the 2025 Regular Meeting Schedule of the Felton Fire Protection District Board of Directors with the following correction: the regular meeting date of September 1, 2025, is moved to September 8, 2025, due to the Labor Day holiday.

ACTION: The motion carried by the following vote:

AYES: Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell

NOES: None

3. Approval of Paid Vendor Claims for the Month of February 2025.

<u>MOTION:</u> Motion made by Director Schwanbeck, seconded by Director Shults, to approve paid vendor claims for the month of February 2025.

ACTION: The motion carried by the following vote:

AYES: Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell

NOES: None

4. Correspondence-None.

Public Comment/Oral Communications-None.

Director's Reports-None.

Ad Hoc Committee Reports

Director Conrad provided the Board with an update on the activities of the Strategic Plan Ad Hoc Committee, which has been meeting on Saturdays since formation at the special meeting on February 15, 2025. Directors were given a worksheet with a list of functional and/or operational areas that they were requested to prioritize (see attached) and submit to the Board Secretary by Friday, March 7, 2025.

Director Anderson advised the Board the Finance Ad Hoc Committee has not yet convened; scheduling is in progress.

Chair Crandell and Director Schwanbeck provided the Board with an update on the Standard Operating Procedures (SOPs) Ad Hoc Committee.

ACTION: Discussion held; no action taken.

Staff Report

5. Chief's Report

Chief Brownlee presented her report to the Board.

ACTION: Discussion held; no action taken.

General Business

6. <u>Discussion/Action: TowerPoint Updated Offer Letter to Buy-Out AT&T Cell Tower Lease</u> (Anderson/Schwanbeck) (Item continued from 2/03/25 meeting).

ACTION: Discussion held; no action taken.

7. <u>Discussion/Action: Declare Rescue 2366 to be Surplus and Direct the Fire Chief to Take Related Actions.</u>

<u>MOTION:</u> Motion made by Director Conrad, seconded by Director Anderson, to declare Rescue 2366 surplus and authorize the Fire Chief to make all necessary arrangements to

sell Rescue 2366 to Scotts Valley Fire Protection for \$4898.00, as is, not including the rad	io
and CradlePoint equipment/license.	

ACTION: The motion carried by the following vote:

AYES: Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell

NOES: None

8. <u>Discussion/Action: Consider Adoption of a Resolution of Intent to Terminate Contract with CalPERS.</u>

<u>MOTION:</u> Motion made by Director Anderson, seconded by Director Conrad, to adopt Resolution Number 25-01, a Resolution of Intent to Terminate Contract with CalPERS and direct the Fire Chief to return with a status update on or before the June 2025 regular meeting of the Board of Directors.

<u>ACTION:</u> The motion carried by the following vote:

AYES: Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell

NOES: None

Adjournment-Chair Crandell adjourned the meeting at 6:39 p.m.

		Attest:
Chair Norm Crandell		Tess Fitzgerald, Board Secretary

The next regular meeting of the Board of Directors will be held April 7, 2025, at 6:00 p.m.



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Staff Reports

4. Chief's Report

General Business

5. <u>Discussion/Action: Authorize the Chief to Execute the Agreement Between Santa Cruz</u>
Regional 9-1-1 and Felton Fire Protection District for Communication Services.

Recommendation: Authorize the Chief to execute_the Agreement Between Santa Cruz Regional 9-1-1 and Felton Fire Protection District for Communication Services on behalf of the Felton Fire Protection District.

- 6. <u>Discussion/Action: Consider Notice of the Local Agency Formation Commission (LAFCO)</u>
 Special District Representative Run-Off Election and Take Related Action.
 - Recommendation: Motion to designate the Felton Fire Protection District's selected candidates to serve as the Special District Regular and Alternate Member Seats on the Local Agency Formation Commission and direct the Chief to complete and submit the Felton Fire Protection District's LAFCO run-off ballot on or before May 1, 2025.
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 <u>Conduct Negotiations on Behalf of the District; Review and Discuss Solar Replacement</u>
 <u>Project in Area Potentially Affected by Sale of Cell Tower Ground Lease.</u>

Recommendation: Motion to determine if the Felton Fire Protection District will move forward with seeking bids for the potential sale of the District's ground lease for cell towers and designate a District representative to collect bids if the District finds the sale of the cellular ground lease is in the best interest of the organization; determine the effect of a cellular ground lease sale would have on the District's ability to move forward with the replacement of the solar system and direct the Chief to take related actions with respect to replacing the current solar system at the station.

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Public Comment/Oral Communications-None.

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Director Anderson advised the Board the Finance Ad Hoc Committee has not yet convened; scheduling is in progress.

Chair Crandell and Director Schwanbeck provided the Board with an update on the Standard Operating Procedures (SOPs) Ad Hoc Committee. Directors were asked to review SOP 3000 in advance of the April meeting, as the SOP Ad Hoc Committee will be bringing an item to the April meeting to discuss this SOP.

ACTION: Discussion held; no action taken.

Staff Report

5. Chief's Report

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ACTION: Discussion held; no action taken.

General Business

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Related Actions.

<u>MOTION:</u> Motion made by Director Conrad, seconded by Director Anderson, to declare Rescue 2366 surplus and authorize the Fire Chief to make all necessary arrangements to sell Rescue 2366 to Scotts Valley Fire Protection for \$4898.00, as is, not including the radio and CradlePoint equipment/license.

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ACTION: The motion carried by the following vote:

AYES: Directors Anderson, Conrad, Schwanbeck, Shults, and Chair Crandell

NOES: None

Adjournment-Chair Crandell adjourned the meeting at 6:39 p.m.

	Attest:
Chair Norm Crandell	Tess Fitzgerald, Board Secretary

The next regular meeting of the Board of Directors will be held April 7, 2025, at 6:00 p.m.

FELTON FIRE PROTECTION DISTRICT OF SANTA CRUZ COUNTY

Date: April 14, 2025							
To: County Auditor, Controller							
From: Laurie Dennis (831) 335-4422							
Subject: Approved Bills for Payment Transmittal							
Vendor bills have been approved for payment out of district funds totaling an amount of							
<u>\$ 93,084.55</u>							
These payments were approved by the Board of Directors during their meeting on							
April 14, 2025							
Signed							
Signed							
Signed							
Signed							
Signed							

03/06/2025

Vendor	Claim D	ate GL Obj	Message	Amount	
GL Key: 681800					
FELTON PAINT & HARDWARE	11	61846	Station maint. supplies (bolt eyes, washers and nuts, drill bit)	\$44.88	
HEALTH CARE EMPLOYER DENTAL	11	53010	Dental Insurance premium for April 2025	\$75.29	
MUNICIPAL EMERGENCY SERVICES	11	86204	RIT-PAK and assembly (budgeted)	\$5,986.91	
PAGODA TECHNOLOGIES INC	11	62381	Monthly billing for March (Pannacle plan)	\$745.00	
PLEXUS GLOBAL LLC	11	62381	Entry level background check- Andersen, Palau, Bowman, Crandell, Swanson-Dexel	\$151.75	
SCM PERFORMANCE	11	61720	2397 work/repairs- labor charges 57 hours (before and after photos provided)	\$9,120.00	
SCM PERFORMANCE	11	61721	2397- parts (fuse blocks, timer, circuit breaker, relay, post stud,manifold gaskets, oil filter and oil)	\$876.79	
			Total	\$17,000.62	

03/13/2025

Vendor	Claim D	ate GL Obj	Message	Amount	
GL Key: 681800					
BEN LOMOND FIRE PROTECTION DISTRICT	11	51000	Staffing services provided February 2025	\$20,045.49	
BOUND TREE MEDICAL, LLC	11	61920	Suction unit DC cable assembly, cigarette lighter adapter for S-SCORT	\$25.29	
COUNTY OF SANTA CRUZ ENVIRONMENTAL HEALTH SERVICES	/ /	62381	FY24-25 special tax levy related to parcel 5/8" water meter	\$440.00	
DOCTORS ON DUTY MEDICAL GROUP INC	11	62367	New hire physicals- Palau, Bowman, Andersen,Crandell	\$3,337.00	
FIRE RISK MANAGEMENT SERV/Calif Bank & Trust	/ /	53010	Ins. premiums due (VSP, Life & AD&D) for April 2025	\$42.74	
PALACE BUSINESS SOLUTIONS	1 1	62223	Case of copy paper, tab folders	\$86.14	
SILKE COMMUNICATIONS INC	11	61215	Whip antenna- U2397	\$188.12	
TARGET SOLUTIONS LEARNING LLC	11	62826	Annual renewal- online training platform (19-user)	\$1,520.00	
			Total	\$25,684.78	

03/20/2025

Vendor	Claim D	ate GL Obj	Message	Amount	
GL Key: 681800					
BFP FIRE PROTECTION INC	/ /	62381	inspection performed 03/14/25- 5 year fire sprinkler inspection (required by Liab. carrier)	\$1,250.00	
L. N. CURTIS & SONS	1 1	61110	10 black LED headlamps	\$459.46	
L. N. CURTIS & SONS	11	61110	13 pair wildland gloves- assorted sizes	\$572.97	
SANTA CRUZ FIRE EQUIPMENT COMPANY	11	61730	Annual maintenance of all fire extinguishers on 03/17/25 (required by Liab. carrier)	\$600.35	
			Total	\$2,882.78	

03/27/2025

Vendor	Claim [Date GL Obj	Message	Amount	
GL Key: 681800					
ATCHISON, BARISONE & CONDOTTI	11	62381	Services provided 02/01-02/28/25 (related to TowerPoint contract, AT&T)	\$1,822.40	
L. N. CURTIS & SONS	11	61110	20 @ gear bags	\$1,204.28	
L. N. CURTIS & SONS	11	61110	PPE- LED flashlights, wildland goggles, asstd. sizes wildland gloves	\$1,531.90	
US BANK CORPORATE PAYMENT SYSTEMS	11	62219	Annual renewal Adobe	\$287.88	
US BANK CORPORATE PAYMENT SYSTEMS	11	61731	Batteries for SCBAs	\$133.57	
US BANK CORPORATE PAYMENT SYSTEMS	11	61221	Comcast and FirstNet billings	\$955.14	
US BANK CORPORATE PAYMENT SYSTEMS	11	86209	E2346- Tools and equipment to put in service	\$1,123.89	
US BANK CORPORATE PAYMENT SYSTEMS	11	62920	Fuel purchase	\$156.84	
US BANK CORPORATE PAYMENT SYSTEMS	11	63070	PG&E and SLV Water billings	\$1,672.02	
US BANK CORPORATE PAYMENT SYSTEMS	11	61846	Station maint/repairs- shower rod, etc	\$63.74	
US BANK CORPORATE PAYMENT SYSTEMS	11	61721	Vehicle repair supply	\$5.46	
			Total	\$8,957.12	

04/03/2025

Vendor	Claim E	Date GL Obj	Message	Amount	
GL Key: 681800					
ERNIE'S AUTO CENTER	11	61721	fleet parts - Breaker bar	\$42.21	
FELTON PAINT & HARDWARE	11	61846	Station maintenance - floor finish, tarp	\$27.35	
PAGODA TECHNOLOGIES INC	11	62381	Monthly agreement billing for April	\$753.00	
PAGODA TECHNOLOGIES INC	11	62381	Retirement of old server, move all info to Synology, other move of records, decommision and remove	\$1,925.00	
PRIORS TIRES LLC	11	61721	E2336 - 6 tires/11R22.5 Goodyear Armor Max Pro Grade MSD 16PR	\$6,543.12	
SILKE COMMUNICATIONS INC	11	62715	4 @ radio battery replacements	\$577.02	
			Total	\$9,867.70	

04/10/2025

Vendor	Claim Da	te GL Obj	Message	Amount	
GL Key: 681800					
BEN LOMOND FIRE PROTECTION DISTRICT	11	51000	Staff Services provided for March 2025	\$23,049.92	
C S G CONSULTANTS INC	11	62381	Fire Plan review- FELTON30-CA23000-000F	\$142.00	
DOCTORS ON DUTY MEDICAL GROUP INC	11	62367	New hire physicals- Q Abbey and M Florio	\$1,724.50	
FIRE RISK MANAGEMENT SERV/Calif Bank & Trust	11	53010	Ins. premiums due (VSP, Life & AD&D) for May 2025	\$42.74	
GREENWASTE RECOVERY, INC.	11	61425	Garbage services 04/0-06/30/25	\$337.41	
HEALTH CARE EMPLOYER DENTAL	11	53010	Dental Insurance premium for May 2025	\$75.29	
MONTEREY BAY SYSTEMS	11	61725	Contract base rate charge for 04/04-07/03/25, Overage charge for 01/04/25-04/03/25	\$439.67	
MUNICIPAL EMERGENCY SERVICES	11	61110	8 pair wildland pants, 15 @ face shrouds, 1 pr structure boots	\$2,880.02	
			Total	\$28,691.55	

Board Mtg. - Vendor Totals April 14, 2025

Vendor Claim Sheets	\$ Amount	Date
Page 1 total	\$17,000.62	6-Mar-25
Page 2 total	\$25,684.78	13-Mar-25
Page 3 total	\$2,882.78	20-Mar-25
Page 4 total	\$8,957.12	27-Mar-25
Page 5 total	\$9,867.70	3-Apr-25
Page 6 total	\$28,691.55	10-Apr-25
Grand Total Vendor Claims	\$93,084.55	

TOTALS



Item 3 Correspondence

No Correspondence Received



To: Board of Directors

From: Stacie Brownlee, Fire Chief

Agenda of: April 14, 2025

Subject: Chief's Report

Correspondence

None

Administration

 CalPERS reached out with a letter notifying that we needed to notify the 16 enrollees in the pension plan that we are looking at terminating the contract with CalPERS. See attached Notification.

Operations

Felton Fire Protection District responded to 67 calls in the past 30 days:

Call Type	Number of Responses
Structure	5
EMS	22
Alarm	10
Public Service	25
Smoke Checks	1
Vehicle	2
Wires	2
Storm Related	0
Wildland	0

Training

• Wildland / EMSIA training

Logistics

Reached out to the solar company to get a quote for new panels, submitted for VFC grant.
 Rejected due to UEI # not updated, Updated the SAM .gov., BFP sprinkler inspection, fire extinguisher service performed due to violations brought to our attention to renew our insurance.

- Up to 20 new hires.
- The required PPE previously ordered for the Firefighters is coming in and being distributed.
- Proper tires have been installed on the type 3. 2025-26 budget will have tires budgeted for the type 6. This unit does not have the proper tires either.
- EMT class set for May. Felton will reimburse FF \$1000 when they pass the National reg.
- Shell card ordered for the rigs instead of fueling up at Cal Fire.
- Concerned that the Auxiliary will lose their non-profit status because they are under the same with the squad. There have been many letters mailed to the squad, and they have not been addressed.

Fire Prevention/Education

• Firewise event was held at Ben Lomond Fire. CERT at Ben Lomond Fire on April 26th.

Staff Call Response Report March 2025

Personnel (FFD)	Incident Response	# of Incidents	Response %
Albers, Victor	26	67	39%
Andersen, Thomas	26	67	39%
Berlanga, Jamie	17	67	25%
Blum, Isaac	4	67	6%
Bonn, Kevin	14	67	21%
Bowman, Brendan	16	67	24%
Casillas-Rodriguez, Josue	2	67	3%
Crandell, Forrest	20	67	30%
Gifford, Micah	3	67	4%
Jackson, Cian	2	67	3%
Mitchell, Rebecca	2	67	3%
Palau, Stephen	36	67	54%
Schwanbeck, Daniel	6	67	9%
Swanson-Dexel, Phoenix	3	67	4%



Personnel (BLFD)	Incident Response	# of Incidents	Response %
Adam, Nick	4	67	6%
Auldridge, Jacob	4	67	6%
Ayers, Mike	6	67	9%
Brownlee, Stacie	5	67	7%
Burgess, Nick	22	67	33%
Dawson, Audrey	31	67	46%
Fisher, Garrett	11	67	16%
Garrahan, Owen	11	67	16%
Giannini, Kevin	21	67	31%
Sanders, Matt	1	67	1%
Scarborough, Connor	12	67	18%
Sheets, Jonathan	22	67	33%
Stieger, Elias	1	67	1%
Velaso, Jordan	19	67	28%
Whitney, Tonka	1	67	1%



Felton Fire Protection District CID 1920391483

1 message

Camacho, Roselee < Roselee. Camacho@calpers.ca.gov>

Tue, Apr 8, 2025 at 8:41 AM

To: Laurie Dennis <ldennis@feltonfire.com>

Cc: "Nguyen, Andy" <Andy.Nguyen@calpers.ca.gov>, "Brooks, Danielle" <Danielle.Brooks@calpers.ca.gov>, "Lopez, Liza" <Liza.Lopez@calpers.ca.gov>

Good morning,

In confirmation of receipt of the Felton Fire Protection District's initial resolution of intent to terminate its CalPERS pension contract, attached is the participant contact information data on record. As part of the termination process, CalPERS is required per California Government Code, Section 20507(a)(1)(i) to provide the contact information of the agency's employees:

"The board shall provide the contracting agency with contact information data in its possession for the purpose of providing past employee members, former members, and retired members the notice required by this subparagraph. The contact information data shall be provided to the contracting agency in an open format that is platform independent, machine readable, retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications."

In addition, in accordance with California Government Code Section 20570(a)(1)(ii), the terminating agency must:

"Within 14 days of receipt of the contact information data described in clause (i), the contracting agency shall provide written notice to past employee members, former members, and retired members of the adoption of the resolution giving notice of intention to terminate."

This is notification of the required action by the terminating agency; CalPERS does not provide a template or sample language related to the notification.

Thank you Roselee Camacho

Associate Governmental Program Analyst

Pension Contract Management & Prefunding

Programs Division

(916) 795-2024

3

Agency Participant Contact Information - Felton Fire Protection District 04022025.xlsx 27K



FELTON FIRE PROTECTION DISTRICT 131 Kirby Street, Felton CA 95018 831 335-4422

April 08, 2025

Employee name Address Address

This letter serves as formal notification to you as a past employee member, former member or retired member of Felton Fire Protection District.

As required by California Government Code Section 20570(a)(1)(ii) this notification is to inform you of the adoption of a resolution by the Felton Fire Protection Board of Directors of their intent to terminate the contract for pension services with CalPERS. Board members voted to move forward with this resolution at their board meeting held March 03, 2025.

Thank you,

Laurie Dennis

Administrative Assistant

(copy sent to personal email)

AGREEMENT BETWEEN SANTA CRUZ REGIONAL 9-1-1 AND FELTON FIRE PROTECTION DISTRICT FOR COMMUNICATIONS SERVICES

This Agreement is entered into on	, 2025, between the SANTA
CRUZ CONSOLIDATED EMERGENCY	COMMUNICATIONS CENTER JPA d.b.a. SANTA
CRUZ REGIONAL 9-1-1, a joint exercise	of powers agency organized and existing under the
laws of the State of California by the Coun	ty of Santa Cruz and the Cities of Capitola, Santa
Cruz and Watsonville, hereinafter referred	to as "Authority" and FELTON FIRE PROTECTION
DISTRICT, hereinafter referred to as "Dist	rict".

WITNESETH

WHEREAS, it is beneficial for the Authority to provide consolidated communications services to all County Fire Agencies which includes all Fire Districts and Departments within Santa Cruz County; and

WHEREAS, District has requested Authority to provide communications services to District; and

WHEREAS, Authority is willing to provide such services provided that District reimburses Authority for all costs incurred in providing such services; and

WHEREAS, it is necessary and desirable that the parties enter into the Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED between the Authority and the District as follows:

1. <u>Term.</u> The term of this Agreement shall be from July 1, 2025 through June 30, 2026, and shall be automatically renewed for two (2) successive one (1) year periods unless terminated in accordance with the terms of Paragraph 4. Renewal shall be upon the same terms and conditions as set forth herein, except that the annual Basic Service payments by District as required by Paragraph 3 (a) shall be modified each year in accordance with the provisions of EXHIBIT C and EXHIBIT E (Authority Policy No. 332, Revenue) and GIS Services

reimbursements shall be modified each year in accordance with the provisions of EXHIBIT D and EXHIBIT E (Authority Policy No. 332, Revenue).

2. Obligations of the Parties.

- (a) Authority will provide communications services to District as set forth in EXHIBIT A, attached hereto and incorporated herein by reference.
- (b) In consideration for the services provided by Authority, District shall provide personnel and facilities as set forth in EXHIBIT B, attached hereto and incorporated herein by reference.
- 3. <u>Payment.</u> District shall make payments as described in EXHIBIT C, attached hereto and incorporated herein by reference. The payments identified in EXHIBIT C have been calculated as follows:
- (a) Basic Services. District shall pay Authority the amount as derived from the application of the Fire District Cost Sharing Plan to the Authority's Total Annual Budget for each fiscal year during which this Agreement is in effect. The total percentage of the Authority's Annual Budget which is the collective responsibility of all participating Fire Districts is set forth by Authority Policy No. 332, Revenue, attached hereto as EXHIBIT E and incorporated herein by reference. The Fire District Cost Sharing Plan, by which each participating Fire District is charged for their proportionate share of the total Fire District responsibility is set forth in EXHIBIT C.
- (b) Discretionary Services. District shall reimburse Authority for such discretionary services as described in EXHIBIT A and EXHIBIT B.
- (c) Geographical Information System (GIS) Services. District shall reimburse Authority for District's proportionate share of the Authority's actual costs associated with providing specialized GIS and mapping services for Santa Cruz County fire and emergency medical services agencies as described in EXHIBIT A and EXHIBIT B. Such amount is determined for all participating County Fire Agencies as specified in the schedule in EXHIBIT D, attached hereto and incorporated herein by reference.

- (d) Schedule. By April of each year, Authority shall provide District with a detailed statement of service charges for the upcoming fiscal year. District shall make semi-annual payments to the Authority for one-half of the amount owed for each fiscal year, including reimbursement amounts and other charges as described herein. District's semi-annual payments will be billed each July and January and will be due within thirty (30) days of receiving a billing statement from the Authority.
- (e) Changes in Participation. District and Authority understand and agree that the cost sharing percentages set forth in Policy No. 332 (Revenue), the Fire District Cost Sharing Plan as set forth within EXHIBIT C and GIS Service Reimbursement Costs as set forth in EXHIBIT D are developed and based upon the anticipated participation of certain agencies including the fire districts listed in EXHIBIT C, Paragraph 3 and the fire agencies listed in EXHIBIT D, Paragraph 2. In the event that a change of participation should occur during the life of this Agreement, the Authority Board of Directors reserves the right to revise any or all of the cost sharing percentages in accordance with the formula elements identified within Policy No. 332 (Revenue) (EXHIBIT E) to account for such a change. Should the Authority exercise its right in this regard, an official who represents the interests of all contracted fire districts will be consulted regarding any proposed revisions to the cost sharing percentage(s). District shall be notified at least thirty (30) days in advance of any change in cost sharing percentage and its corresponding effect upon the District's payments.
- 4. <u>Termination</u>. This Agreement shall automatically be renewed for two (2) successive one (1) year periods in accordance with Paragraph 1, unless either party notifies the other in writing of its intent to terminate this Agreement at least sixty (60) days prior to the expiration of the then current annual term.
- 5. <u>Notice</u>. All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally serviced or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Authority:

General Manager

Santa Cruz Regional 9-1-1

Communications Center, JPA 495 Upper Park Road, Santa Cruz, CA 95065

District:

As specified

6. <u>Mutual Indemnification</u>. It is agreed that the Authority shall defend, hold harmless, and indemnify District, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the negligent act or omissions of the Authority, its officers, and/or employees.

It is further agreed that the District shall defend, hold harmless, and indemnify Authority, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the negligent act or omissions of the District, its officers, and/or employees.

In the event of concurrent negligence of the Authority, its officers and/or employees, and District, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement shall be apportioned according to the California theories of comparative negligence and/or equitable indemnity, as applicable.

In the event of a dispute as to indemnification, the payment of monies or apportionment of fault, as specified herein, the parties agree to select an arbitrator and be bound by the determination of the arbitrator. If the parties cannot agree on the selection of an arbitrator, they shall contact the Santa Cruz County Arbitration Administrator pursuant to Cal. Rules of Court 3.830, and select an arbitrator from the randomly selected list of names provided, and shall be entitled to preemptory challenges as specified in Cal. Rules of Court 3.815.

The arbitration shall be conducted according to Cal. Rules of Court 3.810 et. seq., which governs Judicial Arbitration Rules for Civil Cases. The findings of the arbitrator shall be binding on all parties to the arbitration.

The duty of the Authority and District to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance.

- (a) Each party shall furnish the other with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending coverage to include the contractual liability assumed by this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the other party of any pending change in the limits of liability or of any cancellation or modification of the policy.
- (b) Each party shall have in effect, during the entire life of this Agreement, Workers' Compensation and employer liability insurance providing full statutory coverage. Each party certifies that it is aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.
- (c) Each Party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability insurance as shall protect it from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the performance of services under the Agreement. Such insurance shall be combined single-limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least \$1,000,000.00.
- (d) In the event of a breach of any provisions of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the non-breaching party at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work or obligations pursuant to this Agreement.
- 8. <u>Inspection of Records.</u> All records, books, reports, and documentation maintained by Authority related to performance under the Agreement shall be open for inspection by District upon demand at reasonable times.
- 9. Merger Clause. This Agreement, including the attached EXHIBITS "A", "B", "C", "D", and "E" sets forth the entire Agreement between the parties. No subsequent alteration or

variations shall be a valid part of this agreement unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in the Agreement first above written.

Dated: 3/20/2025	Board Chairperson
	Santa Cruz Regional 9-1-1
APPROVED AS TO FORM:	
Me Phon	
Attorney for the Authority	
Dated:	
	President, Board of Directors Felton Fire Protection District
APPROVED AS TO FORM:	
Attorney for the District	

EXHIBIT A

AUTHORITY PROVISION OF SERVICES

- 1. Basic Communications Services are described as:
 - (a) Complete radio transmitting and receiving services required for rapid and efficient dispatch of fire resources.
 - (b) Telephone and 9-1-1 answering services for emergency calls 24 hours per day, 7 days per week; answering for other fire related matters during non-business hours. Telephone answering services also include text-to-9-1-1, TDD, and foreign language translation services.
 - (c) Provide Emergency Medical Dispatch (EMD) pre-arrival and lifesaving protocols as established by Santa Cruz County EMS and approved by Santa Cruz County Health Services.
 - (d) The beneficial use of a Computer Aided Dispatch System (CAD) consisting of hardware and specialized software components that provide automatic status keeping, geographical referencing, unit recommendations, and other significant public safety capabilities including a Management Reporting System (MIS). Specialized fire reporting (i.e. CFIRS) is not included as a basic service.
 - (e) Common computer network support services associated with devices directly connected to the CAD system and the maintenance coordination thereof.
 - (f) Provisions for a standard, automated file of closed incident dispatch data.
- 2. Discretionary Communications Services are described as:
 - (a) At the discretion of the District, certain devices may be directly or indirectly connected to the CAD system. These devices may include (but are not limited to) leased phone lines, computers, tablets, smartphones, printers, modems, multi-plex devices, etc. All costs associated with these devices are the responsibility of the District. Authority shall provide and coordinate services for these devices and the District shall reimburse such costs to the Authority.
 - (b) District and Authority shall equally share in the costs of installing and maintaining dedicated voice telephone lines, which are deemed necessary by

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mutual agreement of the parties, to the District Fire station(s). Authority shall provide and coordinate these discretionary services and the District shall reimburse the costs to the Authority for their equal share.

- (c) At the discretion of the District, closed incident dispatch data residing in a standard, automated file, will be made available for periodic (automated or manual) transfer to the District at the District expense. In the event that the District elects to transfer such data in automated and/or electronic fashion, the District shall be responsible for all costs associated with the development and/or purchase of any specialized software interface(s) and/or specialized equipment necessary.
- 3. Geographical Information System and Mapping Services are described as:
 - (a) Serving as the GIS technical resource to all County Fire Agencies and the County contracted Paramedic Transport Provider.
 - (b) Identifying, designing and developing GIS applications and databases.
 - (c) Recommending, installing, troubleshooting and supporting mutually acceptable GIS software, databases and spreadsheets.
 - (d) Developing and administering quality control standards for map and data attribute conversion, maintenance and display.
 - (e) Producing and distributing electronic maps for pre-planning, reporting, routing (Run Books), and other purposes.
 - (f) Coordinating GIS/technical activities on behalf of all County Fire and the County contracted Paramedic Transport Provider with other County and City GIS staff to facilitate information sharing.
- 4. Changes to Basic and/or Discretionary Services. Upon mutual agreement of both parties, certain changes and modifications to the Basic and/or Discretionary Services may be made. All mutually agreeable modifications or changes shall be reduced to written form and jointly approved by the District Fire Chief and the Authority General Manager. Such changes or modification shall not be construed as altering the general intent of the original Agreement.

- 5. Future Additional Services. The District and the Authority recognize that a modern, automated and consolidated communications center may offer certain cost effective opportunities to add related and specialized services on a District, area or regional basis. The parties further understand and agree than any future additional services would be added only upon mutual agreement and would be funded by the District or Districts receiving such service. Examples of future additional services may include, but would not be limited to, specialized fire reporting (CFIRS), third party Mobile Data systems, IP Station Alerting, and Incident Management tools.
- 6. In providing communications services, the Authority shall:
 - (a) Provide working space and facilities at the Center for the personnel and equipment described in this agreement.
 - (b) Provide and maintain telephone equipment to accommodate the District's 9-1-1 and seven digit emergency telephone and text volume.
 - (c) Provide a general business telephone number that can be used for official business of the District to communicate directly with the Fire Dispatcher.
 - (d) Provide radio console and control equipment and connections to effect radio transmissions from and between the Center and the District on frequencies which are mutually acceptable.
 - (e) Provide recording equipment to log and record incoming and outgoing District related radio and telephone transmissions/incidents.
 - (f) Serve as the District's Public Safety Answering Point (PSAP) for 9-1-1 emergency service, in accordance with the rules, policies and regulations of the State of California 9-1-1 Emergency Communications Branch and National Fire Protection Association (NFPA) standards.
 - (g) Maintain detailed incident records "on-line" for at least 365 days and permanently for at least three (3) years.
 - (h) Jointly share with the District in the responsibility for developing and maintaining the automated geographical file of District response areas and status plans needed for accurate CAD dispatching. Authority shall ensure prompt modification and update of CAD files. District shall ensure prompt, written

notification to the Authority of updated information and/or requests for file modifications.

- (i) Ensure that all fire dispatchers have attended and successfully completed initial classroom instruction in Fire Communications procedures and that they remain capable of providing service that meets or exceeds established performance standards.
- (j) Adhere to the instructions or commands of the Incident Commander or Senior Fire Officer regarding fire incident or operations.
- (k) Coordinate the development of a Quality Improvement (QI) Program designed to improve the overall quality of dispatch services provided to the District. Program shall be developed in collaboration with the Fire/EMS Task Team and Users Committee. Statistical reports based on information obtained from the Management Information System (MIS) will be used to track dispatch performance. District representatives will participate in the QI program by assisting in the development of performance standards and providing performance feedback.
- (l) Administer Public Alert and Warning tool (IPAWS and emergency notification system).
- (m) Provide an annual report summarizing operations and performance standards.

EXHIBIT B

OBLIGATIONS OF THE DISTRICT

1. The District shall:

- (a) Provide at its own facility, personnel and/or arrangements to answer and coordinate incoming business and other non-emergency calls during business hours; during after hour periods, the District will provide a recording for its business telephone lines which will inform callers that emergency calls should be directed to 9-1-1 and that non-emergency, business calls should be made on the following business day.
- (b) Participate with other County Fire Agencies, the Authority, and other ancillary users, in providing for the installation, modification, maintenance, and operation of the Fire Radio Network of frequencies, which shall include at least a single common frequency shared by all County Fire Agencies for the purpose of consolidated dispatching services.
- (c) Participate with other County Fire Agencies, the Authority, and the County contracted Paramedic Transport Provider, in providing guidance and support to the Authority staff assigned to provide specialized geographical information system and mapping services to county fire and emergency medical services agencies. Reimburse the Authority, minus any off-setting revenue contributions collected by the Authority from the County contracted Paramedic Transport Provider, for such services provided on behalf of all County Fire Agencies in accordance with the cost sharing schedule in EXHIBIT D.
- (d) Jointly share with the Authority in the responsibility for developing and maintaining the automated geographical file of District response areas and status plans needed for accurate CAD dispatching. District shall give prompt, written notification to the Authority of updated information and/or requests for file modification. Authority shall ensure prompt modification and update of CAD files.
- (e) Designate a chief officer to regularly attend and participate in the Fire/EMS Task Team and Users Committee meetings in order to:
 - a. Ensure communication between the District and the Authority

- b. Develop communications policy and procedure
- c. Participate in the Authority developed Quality Improvement (QI) program by assisting in the development of performance standards and providing performance feedback.
- (f) Reimburse the Authority on an "as billed" basis for all cost associated with the District's discretionary implementation of devices directly connected to the CAD system. These devices may include (but are not limited to) leased phone lines, terminals, PC's, printers, modems, multi-plex devices, etc.
- (g) Be responsible for all costs associated with the discretionary development of any specialized software interface(s) designed to directly and/or electronically transfer CAD data to the District computer system.
- (h) Equally share with the Authority in the costs of installing and maintaining dedicated voice telephone lines, which are deemed necessary by mutual agreement of the parties, to the District fire station(s). District shall reimburse the Authority for their equal share on an "as billed" basis.

EXHIBIT C

FIRE DISTRICT COST SHARING PLAN

1. The total percentage of the Authority's Annual Budget which is the collective responsibility of all participating Fire Districts is set forth within Policy No. 332, Revenue (attached) and specifically sets such percentages as follows:

(a) Fiscal Year 2025/2026 - 3.40%

(b) Fiscal Year 2026/2027 - 3.40%

(c) Fiscal Year 2027/2028 - 3.40%

2. Annual charges for Basic Communications Services shall be calculated by using the following formula:

TOTAL ANNUAL AUTHORITY OPERATING EXPENDITURES

X

COLLECTIVE FIRE DISTRICT COST SHARING PERCENTAGE (for the appropriate Fiscal Year)

+

COST SHARING ADJUSTMENT

X

DISTRICT PERCENTAGE OF TOTAL 2022, 2023, and 2024 FIRE DISTRICT CALLS

EQUALS

DISTRICT'S ANNUAL CHARGE FOR BASIC SERVICES

3. For the purpose of this cost sharing plan, the following tally of fire district calls will be used to determine District Percentage of Total 2022, 2023, and 2024 Fire District Calls:

Fire District	Avg Calls during Counting Period	District %
Ben Lomond	449	4.25%
Boulder Creek	831	7.87%
Central	6,733	63.72%
Felton	563	5.33%
Scotts Valley	1,754	16.60%
Zayante	235	2.22%

EXHIBIT D

DISCRETIONARY SERVICES (GIS, HIPLINK, TABLET COMMAND, AND FIREDISPATCH.COM)

REIMBURSEMENT PLAN

1. The District shall reimburse the Authority, in accordance with the following cost sharing schedule, for it's proportionate share of the Authority's actual costs associated with providing specialized geographical information system (GIS) services, 2) providing connections to service providers – Tablet Command, Hiplink and website Firedispatch.com..

Fire Agency	Calls (Avg of 2022, 2023, 2024)	Agency %
Ben Lomond	449	2.10%
Boulder Creek	831	3.90%
Central	6,733	31.56%
Felton	563	2.64%
Santa Cruz	6,221	29.16%
Scotts Valley	1,754	8.22%
Watsonville	4,549	21.32%
Zayante	235	1.10%

2. The total annual reimbursement amount will be determined based upon the actual costs associated with 1) staffing one (1) FTE GIS specialist, and 2) providing data and connections and service fee for services Hiplink Firedispatch.com, and Tablet Command (interface costs only; T.C. subscriptions invoiced annually outside of the SCR9-1-1 budget based on actual costs).

SANTA CRUZ REGIONAL 9-1-1



495 Upper Park Rd, Santa Cruz, CA 95065 831.471.1000 Fax 831.471.1010 www.scr911.org

Amethyst Uchida, General Manager

COMMUNICATIONS ADMINISTRATIVE POLICY/PROCEDURE

Policy No.	332	Date Issued:	March 18, 1993
Section:	300 – Fiscal Policies	Date Revised:	February 20, 2025
SUBJECT:	REVENUE - GENERAL		
APPROVED:			
	Board Chairperson		

- Pursuant to Section 6, Sub-section B, paragraph 1 of the Agreement, the Parties to the Agreement shall pay for the entire operation of the Center, with the annual expenditure budget determining the total amount of assessment required from each Party to the Agreement by the formula included.
 - 1.1 The total assessment against each Party to the Agreement will be reduced by expected revenue from executed contracts with associate User Agencies for dispatch and other communications services.
- 2.0 The formula included in the Agreement is based upon the population and the assessed value of each participating political jurisdiction.
 - 2.1 This formula determines the cost sharing of the Parties to the Agreement as follows:

2.1.1	Santa Cruz County	- 59.78%
2.1.2	City of Watsonville	- 14.57%
2.1.3	City of Santa Cruz	- 20.16%
2.1.4	City of Capitola	- 05.49%

- 2.2 This formula shall be in effect through the Fiscal Year 1994/95.
 - 2.2.1 This formula will also be used to distribute that portion of any bond proceeds necessary to reimburse the Parties to the Agreement for their capital cost contributions beginning July 1, 1993.

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- 3.0 Beginning with Fiscal Year 1995/96 and concluding with Fiscal Year 1998/99, a three year interim formula based upon the following elements will be used to determine service charges for the Member Agencies and associate User Agencies.
 - 3.1 Readiness to Serve or Base Fee (33.33% or 1/3 of the interim formula).
 - 3.1.1 Readiness to Serve is defined as a fee element based upon the notion that similar agencies must be equally prepared, staffed, equipped and trained to receive and handle a Call for Service.
 - 3.1.2 The Readiness to Serve element, equaling 33.33% of the total formula, is distributed as follows:

3.1.2.1 Santa Cruz County	- 15.00%
3.1.2.2 City of Watsonville	- 05.00%
3.1.2.3 City of Santa Cruz	- 05.00%
3.1.2.4 City of Capitola	- 05.00%
3.1.2.5 EMS Provider	- 01.66%
3.1.2.6 Fire Districts	- 01.66%

- 3.1.3 Readiness to Serve percentages will remain constant and will not be adjusted during the life of this interim formula.
- 3.2 Calls For Service (33.33% or 1/3 of the interim formula).
 - 3.2.1 Calls for Service are established and defined by Policy No. 260.
 - 3.2.2 Calls for Service, equaling 33.33% of the total formula, are based upon manual calculations performed over comparable time periods resulting in the following distribution:

3.2.2.1 Santa Cruz County	- 14.01%
3.2.2.2 City of Watsonville	- 05.71%
3.2.2.3 City of Santa Cruz	- 09.09%
3.2.2.4 City of Capitola	- 02.29%
3.2.2.5 EMS Provider	- 01.22%
3.2.2.6 Fire Districts	- 01.01%

- 3.2.3 Calls for Service will not be recalculated or adjusted during the life of this interim formula.
- 3.3 Previous Year Costs or Moving Average (33.33% or 1/3 of the interim formula).

- 3.3.1 Previous Year Costs, as an element of the interim formula to be used in Fiscal Year 1995/96, are established as based upon budget analysis performed and percentage comparisons derived from the Budget Year 1993/94.
- 3.3.2 Previous Year Costs, equaling 33.34% or 1/3 of the total formula, are distributed for the first year of the interim formula (Fiscal Year 1995/96) as follows:

3.3.2.1 Santa Cruz County	- 15.17%
3.3.2.2 City of Watsonville	- 06.38%
3.3.2.3 City of Santa Cruz	- 05.56%
3.3.2.4 City of Capitola	- 03.99%
3.3.2.5 EMS Provider	- 01.03%
3.3.2.6 Fire Districts	- 01.21%

- 3.3.3 Previous Year Costs will be adjusted annually for use in determining Fiscal Year 1996/97 and Fiscal Year 1997/98 costs based upon the actual percentages of previous year costs as established through the use of the interim formula.
- 4.0 The interim formula as established and defined by this policy determines cost sharing for the Member Agencies (Parties) and the associate User Agencies as follows:
 - 4.1 Fiscal Year 1995/96

4.1.1	Santa Cruz County	- 44.18%
4.1.2	City of Watsonville	- 17.09%
4.1.3	City of Santa Cruz	- 19.65%
4.1.4	City of Capitola	- 11.28%
4.1.5	EMS Provider	- 03.91%
4.1.6	Fire Districts	- 03 89%

4.2 Fiscal Year 1996/97

4.2.1	Santa Cruz County	- 43.75%
4.2.2	City of Watsonville	- 16.41%
4.2.3	City of Santa Cruz	- 20.64%
4.2.4	City of Capitola	- 11.05%
4.2.5	EMS Provider	- 04.18%
4.2.6	Fire Districts	- 03.97%

4.3 Fiscal Year 1997/98

4.3.1	Santa Cruz County	- 43.58%
4.3.2	City of Watsonville	- 16.18%
4.3.3	City of Santa Cruz	- 20.96%
4.3.4	City of Capitola	- 10.97%

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4.3.5	EMS Provider	- 04.28%
4.3.6	Fire Districts	- 04.03%

- 5.0 Beginning with Fiscal Year 1998/99 and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and associate User Agencies.
 - 5.1 Readiness to Serve or Base Fee (33.33% or 1/3 of the formula).
 - 5.1.1 Readiness to Serve is defined in paragraph 3.1.1 of this policy.
 - 5.1.2 The Readiness to Serve element, equaling 33.33% of the total formula, is distributed as follows:

5.1.2.1 Santa Cruz County	- 15.00%
5.1.2.2 City of Watsonville	- 05.00%
5.1.2.3 City of Santa Cruz	- 05.00%
5.1.2.4 City of Capitola	- 05.00%
5.1.2.5 EMS Provider	- 01.66%
5.1.2.6 Fire Districts	- 01.66%

- 5.1.3 Readiness to Serve percentages will remain constant and will not be adjusted during the life of the formula.
- 5.2 Calls For Service (66.67% or 2/3 of the formula).
 - 5.2.1 Calls for Service are established and defined by Policy No. 260.
 - 5.2.2 Calls for Service, equaling 66.67% of the total formula, will be based upon an automated data analysis of the model year period beginning on September 1, 1996 and concluding on August 30, 1997.
- 6.0 Beginning with Fiscal Year 2001/02, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.
 - 6.1 Readiness to Service or Base Fee (50.00% or 1/2 of the formula).
 - 6.1.1 Readiness to Serve is defined in paragraph 3.1.1 of this policy.
 - 6.1.2 Readiness to Serve element, equaling 50.00% of the total formula, is distributed as follows:

6.1.2.1 Santa Cruz County

- 15.84%

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6.1.2.2 City of Watsonville	- 06.58%
6.1.2.3 City of Santa Cruz	- 12.09%
6.1.2.4 City of Capitola	- 05.83%
6.1.2.5 EMS Provider	- 05.83%
6.1.2.6 Fire Districts	- 03.83%

6.1.3 Beginning Fiscal Year 2013/2014, and continuing until such time as it is modified by the Board of Directors, the Readiness to Serve is distributed as follows:

6.1.3.1 Santa Cruz County	- 12.46%
6.1.3.2 City of Watsonville	- 6.32%
6.1.3.3 City of Santa Cruz	- 9.50%
6.1.3.4 City of Capitola	- 4.85%
6.1.3.5 EMS Provider	- 4.04%
6.1.3.6 Fire Districts	- 2.31%
6.1.3.7 City of Hollister	- 7.15%
6.1.3.8 San Benito County	- 3.37%

6.1.4 Beginning Fiscal Year 2017/2018, and continuing until such time as it is modified by the Board of Directors, the Readiness to Serve is distributed as follows:

6.1.4.1 Santa Cruz County	-12.08%
6.1.4.2 City of Watsonville	-6.11%
•	
6.1.4.3 City of Santa Cruz	-10.62%
6.1.4.4 City of Capitola	-4.74%
6.1.4.5 EMS Provider	-3.94%
6.1.4.6 Fire Districts	-2.25%
6.1.4.7 City of Hollister	-6.98%
6.1.4.8 County of San Benito	-3.28%

- 6.1.5 Readiness to Serve percentages will remain constant and will not be adjusted during the life of the formula.
- 6.2 Calls for Service (25.00% or 1/4 of the formula).
 - 6.2.1 Calls for Service are established and defined by Policy No. 260.
 - 6.2.2 Calls for Service, equaling 25.00% of the total formula, will be based upon an automated count for the two year period beginning on January 1, 1999 and concluding on December 31, 2000.
 - 6.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among

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Agencies) during the automated counting period.

- 6.2.3 Calls for Service will be recalculated every three (3) years thereafter during the life of the formula.
- 6.3 Weighted Calls for Service (25.00% or 1/4 of the formula).
 - 6.3.1 A process by which to assign differing values to certain Calls for Service to reflect the Center's work effort in support of specific Member and/or Associate Member Agencies shall be recommended by the General Manager and approved by the Board of Directors in advance of each adjustment period.
 - 6.3.2 Weighted Calls for Service, equaling 25.00% of the total formula, will be based upon an automated analysis of the two year period beginning on January 1, 1999 and concluding on December 31, 2000.
 - 6.3.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Weighted Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the analysis period.
 - 6.3.3 Weighted Calls for Service will be re-analyzed and adjusted every three (3) years thereafter during the life of the formula.
- 7.0 Beginning with Fiscal Year 2019/2020, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.
 - 7.1 Post Positions (33.33% or 1/3 of the formula).
 - 7.1.1 Based upon staffing patterns, each agency will be assessed a percentage of the total staff based on how the communications center is staffed.
 - 7.1.2 Beginning Fiscal Year 2019/2020, and continuing until such time as it is modified by the Board of Directors, Post Position percentages are distributed as follows:

7.1.2.1 Santa Cruz County 20.83% 7.1.2.2 City of Watsonville 13.75%

7.1.2.3 City of Santa Cruz	23.55%
7.1.2.4 City of Capitola	9.90%
7.1.2.5 EMS Provider	5.96%
7.1.2.6 Fire Districts	3.09%
7.1.2.7 City of Hollister	18.15%
7.1.2.8 County of San Benito	4.77%

- 7.1.3 Post Position percentages will remain constant and will not be adjusted during the life of the formula, unless there is a significant change in the staffing patterns.
- 7.2 Calls for Service (33.33% or 1/3 of the formula).
 - 7.2.1 Calls for Service are established and defined by Policy No. 260.
 - 7.2.2 Calls for Service, equaling 33.33% of the total formula, will be based upon an automated count for the three year period beginning on January 1, 2016 and concluding on December 31, 2018.
 - 7.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the automated counting period.
 - 7.2.3 Calls for Service will be recalculated every three years thereafter during the life of the formula and will include the previous three years' worth of calls.
- 7.3 Radio Usage (33.33% or 1/3 of the formula).
 - 7.3.1 Radio Usage is defined as the percentage of radio traffic associated with each agency's radio frequencies as measured by the Authority's voice recording system.
 - 7.3.2 Radio usage, equaling 33% of the total formula, will be based upon a report obtained from the Authority's voice recorder which measures the percentage of the overall use by each channel as compared to all the channels.
 - 7.3.3 Radio usage will be based upon the report for the three year period beginning on January 1, 2016 and concluding on December 31, 2018.

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- 7.3.4 Radio usage will be recalculated every three years thereafter during the life of this formula and will include the previous three years' work of radio usage.
- 8.0 Beginning with Fiscal Year 2022/2023, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.
 - 8.1 Post Positions (33.33% or 1/3 of the formula).
 - 8.1.1 Based upon staffing patterns, each agency will be assessed a percentage of the total staff based on how the communications center is staffed.
 - 8.1.2 Beginning Fiscal Year 2022/2023, and continuing until such time as it is modified by the Board of Directors, Post Position percentages are distributed as follows:

8.1.2.1 Santa Cruz County	21.20%
8.1.2.2 City of Watsonville	14.46%
8.1.2.3 City of Santa Cruz	20.67%
8.1.2.4 City of Capitola	10.33%
8.1.2.5 EMS Provider	6.14%
8.1.2.6 Fire Districts	3.30%
8.1.2.7 City of Hollister	18.27%
8.1.2.8 County of San Benito	5.64%

- 8.1.3 Post Position percentages will remain constant and will not be adjusted during the life of the formula, unless there is a significant change in the staffing patterns.
- 8.2 Calls for Service (33.33% or 1/3 of the formula).
 - 8.2.1 Calls for Service are established and defined by Policy No. 260.
 - 8.2.2 Calls for Service, equaling 33.33% of the total formula, will be based upon an automated count for the three year period beginning on January 1, 2019 and concluding on December 31, 2021.
 - 8.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among

Policy No. 332 Page 8 of 11

- 8.2.3 Calls for Service will be recalculated every three years thereafter during the life of the formula and will include the previous three years' worth of calls.
- 8.3 Radio Usage (33.33% or 1/3 of the formula).
 - 8.3.1 Radio Usage is defined as the percentage of radio traffic associated with each agency's radio frequencies as measured by the Authority's voice recording system.
 - 8.3.2 Radio usage, equaling 33% of the total formula, will be based upon a report obtained from the Authority's voice recorder which measures the percentage of the overall use by each channel as compared to all the channels.
 - 8.3.3 Radio usage will be based upon the report for the three year period beginning on January 1, 2019 and concluding on December 31, 2021.
 - 8.3.4 Radio usage will be recalculated every three years thereafter during the life of this formula and will include the previous three years' worth of radio usage.
- 9.0 Beginning with Fiscal Year 2025/2026, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.
 - 9.1 Post Positions (33.33% or 1/3 of the formula).
 - 9.1.1 Based upon staffing patterns, each agency will be assessed a percentage of the total staff based on how the communications center is staffed.
 - 9.1.2 Beginning Fiscal Year 2025/2026, and continuing until such time as it is modified by the Board of Directors, Post Position percentages are distributed as follows:

9.1.2.1 Santa Cruz County	21.31%
9.1.2.2 City of Watsonville	14.46%
9.1.2.3 City of Santa Cruz	20.42%
9.1.2.4 City of Capitola	10.38%
9.1.2.5 EMS Provider	6.79%
9.1.2.6 Fire Districts	3.13%
9.1.2.7 City of Hollister	14.02%
9.1.2.8 County of San Benito	9.48%

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- 9.1.3 Post Position percentages will remain constant and will not be adjusted during the life of the formula, unless there is a significant change in the staffing patterns.
- 9.2 Calls for Service (33.33% or 1/3 of the formula).
 - 9.2.1 Calls for Service are established and defined by Policy No. 260.
 - 9.2.2 Calls for Service, equaling 33.33% of the total formula, will be based upon an automated count for the three year period beginning on January 1, 2022 and concluding on December 31, 2024.
 - 9.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the automated counting period.
 - 9.2.3 Calls for Service will be recalculated every three years thereafter during the life of the formula and will include the previous three years' worth of calls.
- 9.3 Radio Usage (33.33% or 1/3 of the formula).
 - 9.3.1 Radio Usage is defined as the percentage of radio traffic associated with each agency's radio frequencies as measured by the Authority's voice recording system.
 - 9.3.2 Radio usage, equaling 33% of the total formula, will be based upon a report obtained from the Authority's voice recorder which measures the percentage of the overall use by each channel as compared to all the channels.
 - 9.3.3 Radio usage will be based upon the report for the three year period beginning on January 1, 2022 and concluding on December 31, 2024.
 - 9.3.4 Radio usage will be recalculated every three years thereafter during the life of this formula and will include the previous three years' worth of radio usage.
- 10.0 The Fire Districts cost sharing percentages as determined through the use of the formula outlined in this policy are based upon the collective total of all districts.

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- 10.1 An independent and standardized formula will be jointly developed and utilized to distribute total Fire District costs among each of the specific participating districts
- 10.2 The independent Fire District formula, complimented by the particular JPA formula, will be detailed in the agency specific Service Agreement(s).
- 11.0 The cost sharing percentage for each of the Member Agencies (Parties) and associate User Agencies, as derived from the use of the formulas as outlined within this policy, will not increase or decrease more than twenty (20%) percent per adjustment period over/under the previous year percentages.
- 12.0 Each Party to the Agreement shall pay its share of the total operating costs in quarterly installments as described in Section 6, sub-section D of the Agreement
 - 12.1 The Board of Directors may set a different payment schedule for the purchase of capital items.
- Each Associate User Agency shall pay its share as outlined within their agency specific Service Agreement(s).
- 14.0 The General Manager is authorized to accept reimbursements for extra services provided beyond normal, daily operations not exceeding \$20,000 per request. Reimbursement for services exceeding \$20,000 must be accepted by the Board of Directors.

Policy No. 332 Page 11 of 11



Fwd: LAFCO Election Results & Next Steps

1 message

Norman Crandell ncrandell@feltonfire.com To: Board Secretary

boardsec@feltonfire.com boardsec@feltonfire.com

Fri, Mar 28, 2025 at 2:31 PM

Tess please do put this on the agenda for the April meeting. Thank you.
n.

----- Forwarded message ------

From: Stacie Brownlee <firechief@feltonfire.com>

Date: Thu, Mar 27, 2025, 1:23 PM

Subject: Fwd: LAFCO Election Results & Next Steps

To: Jim Anderson <janderson@feltonfire.com>, Norman Crandell <ncrandell@feltonfire.com>, <mshults@feltonfire.com>,

Doug Conrad dconrad@feltonfire.com>, <e schwanbeck@feltonfire.com>

----- Forwarded message ------

From: Joe Serrano < Joe. Serrano@santacruzcountyca.gov>

Date: Thu, Mar 27, 2025 at 11:21 AM

Subject: LAFCO Election Results & Next Steps

To:

Cc: Francisco Estrada < Francisco. Estrada @santacruzcountyca.gov >

Good Morning Special Districts,

LAFCO closed the election yesterday for the regular and alternate district member seats on the Commission. Good news is that 19 out of the 20 independent special districts participated in this year's election and submitted their ballots before the 3/26 deadline. The more interesting news was that the race for both seats was <u>extremely</u> close. So close that none of the candidates received a majority vote from the districts (crazy, right?). As a result, a run-off election will be required for both categories involving the top two candidates, as shown below:

Regular Member Seat Run-off Election Candidates

- Jim Anderson (Felton Fire Protection District); and
- Lani Faulkner (Central Fire District)

Alternate Member Seat Run-off Election Candidates

- Ed Banks (Pajaro Valley Public Cemetery District; and
- Lani Faulkner (Central Fire District)

So what's next?? The Commission will certify the election results at our next LAFCO Meeting (Wednesday, April 2). At the April meeting, the Commission will direct staff to conduct a run-off election from April 2 to April 30. The run-off

ballots will be sent to you on April 2nd after the LAFCO Meeting. A staff report explaining this whole process will be part of the April 2nd Agenda Packet, which will be shared with you later today.

I am informing you about the results now so that you can place the discussion and consideration of the run-off election/ballot during your next board meeting in April.

Thank you all for participating in the initial election. It is evident that LAFCO is no longer an obscure organization but rather a tool and resource for the local agencies, especially special districts. I hope that this time around we get all 20 districts to vote in the run-off election.

Let me know if you have any questions.

Thank you.

-Joe

Joe A. Serrano

Executive Officer
Local Agency Formation Commission of Santa Cruz County

701 Ocean Street, Room 318-D, Santa Cruz, CA 95060

Email: joe@santacruzlafco.org

Phone: (831) 454-2055



Stacie Brownlee
Fire Chief,
Felton Fire Protection District
131 Kirby Street, Felton CA 95018
Office (831) 335-4422
Cell (831) 234-3840



Fwd: SD Seats on LAFCO re Run Off Election

2 messages

Stacie Brownlee <firechief@feltonfire.com>
To: Board Secretary <boardsec@feltonfire.com>

Wed, Apr 2, 2025 at 2:45 PM

Need to add this to the agenda

----- Forwarded message ------

From: Joe Serrano < Joe. Serrano@santacruzcountyca.gov>

Date: Wed, Apr 2, 2025 at 12:38 PM

Subject: SD Seats on LAFCO re Run Off Election
To: firechief@feltonfire.com < firechief@feltonfire.com >

Cc: Laurie Dennis BLF <ldennis@benlomondfd.com>, Francisco Estrada <Francisco.Estrada@santacruzcountyca.gov>

Good Afternoon Chief,

Attached is a letter discussing the need for a run-off election for both the regular and alternate member seats. Also attached is the official run-off ballot (without the Attachment 2 label on it). It would be great if your board took action on the ballot before the Thursday, May 1st deadline.

Let me know if you have any questions.

Thank you for your participation in this secondary election.

-Joe

Joe A. Serrano

Executive Officer
Local Agency Formation Commission of Santa Cruz County

701 Ocean Street, Room 318-D, Santa Cruz, CA 95060

Email: joe@santacruzlafco.org

Phone: (831) 454-2055



Stacie Brownlee Fire Chief, **Felton Fire Protection District** 131 Kirby Street, Felton CA 95018 Office (831) 335-4422 Cell (831) 234-3840

2 attachments



4-2-25 Ltr to FFPD.pdf 1872K



SC LAFCO Official Run Off Ballot.pdf 32K

Board Secretary <boardsec@feltonfire.com> To: Stacie Brownlee <firechief@feltonfire.com> Thu, Apr 10, 2025 at 8:17 AM

Got it

[Quoted text hidden]





April 2, 2025

Stacie Brownlee, Fire Chief Felton Fire Protection District 131 Kirby St. Felton, CA 95018

SUBJECT: RUN-OFF ELECTION FOR SPECIAL DISTRICT SEATS ON LAFCO

Dear Chief Brownlee:

The purpose of this letter is to solicit your district's vote for the regular and alternate special district member seats on LAFCO. As you may recall, an election was recently held to address the upcoming term expiration of Jim Anderson's regular member seat and Ed Banks' alternate member seat – both ending on May 5, 2025. A total of 19 ballots were submitted before the March 26th deadline. However, none of the candidates for either seat received a majority vote from the special districts. Pursuant to LAFCO's adopted policies, if no candidate receives the required number of votes, a run-off election shall be conducted by a second mailed ballot vote.

Since no candidate received a majority of the votes for either seat, a run-off election will be conducted in April involving the top two candidates from each category. The run-off election for the <u>regular</u> member seat will involve **Jim Anderson and Lani Faulkner**. The run-off election for the <u>alternate</u> member seat will involve **Ed Banks and Lani Faulkner**.

Election Process

The run-off election will be conducted by mail. Each district gets one vote for each seat, which shall be executed on the enclosed ballot by either the presiding officer of the district board or by their designee. The deadline to return the executed ballot to the LAFCO office will be no later than 8:00 a.m. on Thursday, May 1, 2025. Ballots can be mailed, hand-delivered, or emailed to the LAFCO office. If emailed, please follow-up by mailing the ballot with an original signature. LAFCO will announce the results on May 1st after reviewing and counting the submitted ballots. The Independent Special District Selection Committee rules of procedure are posted on the Policies and Rules page of LAFCO's website: https://santacruzlafco.org/about/policies-procedures/

Please contact me at the LAFCO office if you have any questions about the voting process.

Sincerely,

Joe A. Serrano Executive Officer

Attachments:

- 1) Candidates' Information
- 2) Official Run-Off Ballot

ATTACHMENT 1



RECEIVED

JAN 14 2025

LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTINIE Cruz LAFCO

NOMINATION FOR LAFCO'S SPECIAL DISTRICT REGULAR & ALTERNATE MEMBER SEATS (TERM BEGINNING MAY 2025 AND ENDING IN MAY 2029)

INSTRUCTIONS:

If you are interested in serving as a special district member on LAFCO, please complete and sign the following application. The completed application can be mailed, hand delivered, or emailed (as a PDF with signature) to: 701 Ocean Street, Room 318-D, Santa Cruz, CA 95060 (mailing address) or loe@santacruzlafco.org (email).

Applications must be submitted to LAFCO no later than 3:00 p.m. on January 24, 2025

I am applying for (CHECK ONE): Special District Regular Member ONLY

Special District Alternate Member ONLY X Either Position
Note that water district board members are NOT eligible for the proposed regular member position because a water district board member currently occupies the other regular seat.
NAME: Jim Anderson
MAILING ADDRESS:
PHONE(s): Home:Cell/Business:
EMAIL: jimwanderson Q comcast. net
DISTRICT BOARD ON WHICH YOU CURRENTLY SERVE: Felton Five Protection District
PREVIOUS BOARD, COMMISSION, OR COMMITTEE SERVED (Identify organization[s] and length of term[s]):
Fetton Fire Protection District: 1999 - Present
Mtn. Parks Foundation: 1995 - Present
Santa Cruz LAFCO: 2006 - Present
Santa Cruz County Substance Abuse Commision: 2015-2024
S.C. County Sheriff's Advisory Council: 2019-2021
5.C. County R.D.A. Oversite Committe: 2021 - Present
STATEMENT OF INTEREST: You may attach a separate sheet to present additional qualifications or a statement of interest in serving on LAFCO.
CERTIFICATION: I certify that the above information is true and correct and I authorize the verification of the information in the application.
In Anderson 1-14-2025
Signature of Board Member Interested in Serving on LAFCO Date Page 1 of I
· · ·

ITEM 6

Jim Anderson

Statement of Interest

I am a lifelong resident of Santa Cruz County, living in Felton. I have served as a Commissioner on LAFCO since September, 2006. During this time, I have held the position of Chair, Vice Chair and served on both the personnel and budget committees.

I am 1of 2 special district members representing the 20 independent special districts. I come from the Felton Fire District where I started my career in 1976 as a firefighter and captain for 26 years, then joining the Felton Fire Board in 1999.

In addition to the public sector, my 42-year professional career includes the position of Senior Technical Manager in the telecommunications industry. I retired in October 2015 from my professional career and to date continue my pursuit as a public servant in Santa Cruz County. As with many local government boards, members are always challenged to learn new things and LAFCO is no exception.

I find the many different issues dealt with make it a very interesting and rewarding endeavor of which I enjoy. I have had the pleasure to champion various successful boundary changes over the years as a LAFCO commissioner, including but not limited to, the recent fire consolidation between Central Fire and Aptos/LaSelva Fire Protection Districts as well as the Scotts Valley Fire/Branciforte Fire Consolidation. The purpose of these consolidations is to facilitate the efficient delivery of fire protection to the communities within the affected territories. These consolidations will preserve the current levels of service, maintain local expectations and continue the existing funding sources.

I look forward to supporting all of the 20 independent special districts as the Special District Representative on the LAFCO Board.

Respectfully,
Andorson

Jim Anderson



NOMINATION FOR LAFCO'S SPECIAL DISTRICT REGULAR & ALTERNATE MEMBER SEATS (TERM BEGINNING MAY 2025 AND ENDING IN MAY 2029)

INSTRUCTIONS:

If you are interested in serving as a special district member on LAFCO, please complete and sign the following application. The completed application can be mailed, hand delivered, or emailed (as a PDF with signature) to: 701 Ocean Street, Room 318-D, Santa Cruz, CA 95060 (mailing address) or joe@santacruzlafco.org (email).

Applications must be submitted to LAFCO no later than 3:00 p.m. on January 24, 2025

I am applying for (CHECK ONE):

Special District Regular Member ONLY

Special District Alternate Member ONLY

Either Position

Note that water district board members are NOT eligible for the proposed regular member position because a water district board member currently occupies the other regular seat.

NAME: EDWARD K. BANKS
MAILING ADDRESS:
PHONE(s): Home: Cell/Business:
EMAIL: EDBANKS@KBKINSURANCE, COM
DISTRICT BOARD ON WHICH YOU CURRENTLY SERVE: PATARO VALLET PUBLIC CEMETE
PREVIOUS BOARD, COMMISSION, OR COMMITTEE SERVED (Identify organization[s] and length of term[s]):
CURRENT SPECIAL DISTRICT ALTERNATE MEMBER TO SANTA
Cruz LAFCO.
STATEMENT OF INTEREST: You may attach a separate sheet to present additional qualifications or a statement of interest in serving on LAFCO.
CERTIFICATION: I certify that the above information is true and correct and I authorize the verification of the information in the application.
Signature of Board Member Interested in Serving on LAFCO Date

Edward K. Banks

Ed Banks, a native Californian, was born in San Francisco and grew up in La Selva Beach. He attended Aptos Elementary School and is a 1966 graduate of Watsonville High School. He received his A.A. degree from Cabrillo College in 1968 and Bachelor of Arts degree from Sonoma State University in 1970. His military commitment commenced as a Naval Reservist in November of 1970, being stationed at Flag Administrative Unit, Naval Air Station Barbers Point, Hawaii. His active-duty assignment concluded in August of 1972, and ultimate honorable discharge in August of 1975.

Ed has been in the insurance profession since 1972, beginning with commercial underwriting assignments at the Hartford Insurance Company, San Francisco, and Fireman's Fund Insurance Company, San Jose. In 1977, he moved back to Watsonville to join the firm of Martin & Friend Insurance Agency. In April of 1996, he merged the agency with Kane-Hall-Palmtag Insurance to form KBK Insurance Agency.

Ed's community service has included service on the following organizations' boards of directors: Insurance Brokers and Agents of the West, Independent Insurance Agents & Brokers of Watsonville (past president), Watsonville National Little League, Watsonville YMCA, Pajaro Valley Chamber of Commerce, Rotary Club of Watsonville (past President 1993-94), Monterey Bay Bank and Watsonville Firefighters' Association. He was a reserve lieutenant for the Watsonville Fire Department from 1981 to 2006. During his 25-year career with the fire department, he successfully completed courses of study in Fire Command Operations and Fire Cause Determination at the National Fire Academy, Emmitsburg, Maryland. He also served on the Santa Cruz County Grand Jury in 1985-86 as well as the Santa Cruz County Hazardous Materials Advisory Commission 2007-2009. In 2010, Ed attended the National Emergency Training Center, Emmitsburg, Maryland, receiving certificates of completion in Community Emergency Response Team Operations and Program Management.

He is past president of the board of directors of the Cabrillo College Foundation as well as past governing board chair and former Area VII Trustee for Cabrillo Community College. Ed currently serves as a trustee of the Pajaro Valley Cemetery District as well as Special Districts alternate member, Santa Cruz County LAFCO.

An avid San Francisco Giants' fan has taken "road trips" with his sons and Father-in-law. Ed also likes gardening, traveling and golf with friends.

Eb\01142025

NOMINATION FOR LAFCO'S SPECIAL DISTRICT REGULAR & ALTERNATE MEMBER SEATS (TERM BEGINNING MAY 2025 AND ENDING IN MAY 2029)

INSTRUCTIONS:

Equity Transit, Founder (2021)

If you are interested in serving as a special district member on LAFCO, please complete and sign the following application. The completed application can be mailed, hand delivered, or emailed (as a PDF with signature) to: 701 Ocean Street, Room 318-D, Santa Cruz, CA 95060 (mailing address) or joe@santacruzlafco.org (email).

Applications must be submitted to LAFCO no later than 3:00 p.m. on January 24, 2025

I am applying for (CHECK ONE):

Either Position	Х
Special District Alternate Member ONLY	
Special District Regular Member ONLY	Prefer
ram applying for (or insert or insert	

Note that water district board members are NOT eligible for the proposed regular member position because a water district board member currently occupies the other regular seat.

NAME: <u>Iwalani (Lani) N. Faulkner</u>
MAILING ADDRESS:
PHONE(s): Home: Cell/Business:
EMAIL: EquityTransitSantaCruz@gmail.com
DISTRICT BOARD ON WHICH YOU CURRENTLY SERVE: Central Fire Board
PREVIOUS BOARD, COMMISSION, OR COMMITTEE SERVED (Identify organization[s] and length of term[s]):
Santa Cruz Central Fire Board (Dec 2024 – current) CA State Democratic Delegate (2023 – current) Democratic National Delegate to the 2024 Convention, Elected (2024) Democratic Central Committee Alternate (2022 – current) Mid County Dems Executive Board (Current until 2026) Santa Cruz County Democratic Women's Club Board (2025 -) Sierra Club Executive Committee, Santa Cruz Group Ventana Chapter (2023 – current) Santa Cruz County Friends of the Rail and Trail, Equity Officer (2022) Community Traffic Safety Coalition, Stakeholder (2022 – current) Climate Action and Adaptation, Planning & Grants with the Office of Response, Recovery and Resilience, Stakeholder (2022 - current) Santa Cruz Metro "Relmagine Metro", Stakeholder (2022 - 2023) Santa Cruz County Housing Element Community Stakeholder (2023) Caltrans Stakeholder on Housing Working Group (2023)
Caltrans Stakeholder on Equity, Engagement and Health Working Group (2023) Rainbow Defense Coalition, Safety and de-escalation volunteer (2023 – current)
Santa Cruz City Climate Action Task Force, Stakeholder (2022)

Little People's Repertory Theater, Video Production and Grant Assistance (2008 – 2014)

Buena Vista Road Association, Boulder Creek, President (2001 - 2004)

STATEMENT OF INTEREST:

You may attach a separate sheet to present additional qualifications or a statement of interest in serving on LAFCO.

Our county is at a critical juncture as we face a number of challenges. Climate change continues to stress our emergency response capabilities, particularly as fire departments strive to maintain economic strength while ensuring safe and effective service amidst rising equipment and resource costs. Compounding this is the increasing pressure on our clean water supply due to prolonged drought and factors affecting water quality. Additionally, the state's mandate to significantly expand housing development over the next eight years—through county and city Housing Elements—will place additional demands on special districts, emergency services, and our natural resources. I am eager to leverage my collaborative skills and experience to work with stakeholders across the county to address these pressing issues.

Currently, I serve on the Central Fire District Board of Directors, an honor that carries personal significance as my grandfather, John A. Gilman, was one of only nine civilian firefighters awarded the Purple Heart for his service in Oahu during the bombing of Pearl Harbor. Moreover, my mother committed decades to volunteering with our local fire auxiliary. I have been a certified NOLS Wilderness Medicine first responder since 2007.

Having spent my formative years in the fire-prone Sierra Nevada Foothills of California, I developed an understanding of the importance of creating defensible spaces and being fire-ready as well as understanding proper installment and care of wells on our property. As a nearly 30-year resident of Santa Cruz County—over a decade in rural areas like Boulder Creek and Happy Valley—I recognize the critical need for community collaboration to mitigate and respond to challenges and disasters and ensuring critical services, including fire prevention, water, and waste management.

As a scientist, woman of color, and educator, I bring a history of facilitating informed and equitable decision-making. I understand the importance of addressing a myriad of complex issues such as agricultural land preservation, population growth, land use, fire protection, water and waste management, and other important considerations which impact our local community members and natural resources. My academic background includes a Master of Science, equipping me with extensive research and analytical experience.

I am committed to contributing my skills and experiences to help our county navigate the challenges ahead. I kindly request your vote in support of my appointment as a LAFCO Commissioner. Thank you for consideration.

CERTIFICATION:

I certify that the abov	e information is true and	correct and I auth	orize the verification	of the information in the
application.				

Signature of Board Member Interested in Serving on LAFCO

January 21, 2025

Date



2025 BALLOT FOR THE SPECIAL DISTRICT REGULAR & ALTERNATE MEMBER SEATS ON LAFCO

(RUN-OFF ELECTION)

INSTRUCTIONS:

Please check the box to the left of the person you are voting for. **Vote ONLY for one candidate in each category.**

REGULAR MEMBER SEAT (vote for one)			
Candidate	District	Vote By Marking (X)	
Jim Anderson (incumbent)	Felton Fire Protection District		
Lani Faulkner	Central Fire District		

ALTERNATE MEMBER SEAT (vote for one)					
Candidate	District	Vote By Marking (X)			
Ed Banks (incumbent)	Pajaro Valley Cemetery District				
Lani Faulkner	Central Fire District				

NEXT STEPS

After voting, please hand-deliver, mail, or email the signed ballot back to LAFCO. If emailed, please follow-up by mailing the ballot with an original signature. The ballots will be collected until 8:00 a.m. on Thursday, May 1, 2025. Any ballots received after 8:00 a.m. will not be counted.

CERTIFICATION:						
,	, am voting	on	behalf	of th	e following	independent
special district:						
Voting Designee Signature			 Dat	 te		



Fwd: LAFCO Special District Representative Election

1 message

Stacie Brownlee <firechief@feltonfire.com>

Wed, Apr 2, 2025 at 4:11 PM

To: Jim Anderson <janderson@feltonfire.com>, mshults@feltonfire.com, Norman Crandell <ncrandell@feltonfire.com>, Doug Conrad <dconrad@feltonfire.com>, eschwanbeck@feltonfire.com, Board Secretary <boxdoordsec@feltonfire.com>

----- Forwarded message -----

From: Ed Banks < EdBanks@kbkinsurance.com>

Date: Wed, Apr 2, 2025 at 3:00 PM

Subject: LAFCO Special District Representative Election To: dwalters@feltonfire.com <dwalters@feltonfire.com> Cc: Idennis@feltonfire.com>

Chief Walters.

Note doubt you have heard by now the results of the special district seats (regular and alternate) election will result in a runoff to be conducted between April 2, 2025, and May 1, 2025. Both Jim Anderson (Felton Fire Protection District) and I (Pajaro Valley Public Cemetery District), while receiving the most votes (Jim for the regular LAFCO seat and me for the alternate's seat), were short by two votes of receiving the necessary votes to retain our seats. Jim and I are committed to representing the Special districts of Santa Cruz County on the commission in such a manner as to benefit the interests of all.

I would like to ask for your and the Felton Fire Protection District Board to vote Jim Anderson to the Special District regular seat and me to the alternate seat. Your board will be receiving a "run-off" ballot within the week or so. I hope we can count on your and the board's support. In case you didn't see it, I've enclosed my election application for board review.

Please feel free to contact me if you have any questions or specific concerns as it relates to FFPD and LAFCO.

Thank you for your consideration and service to the community.

Regards,

Ed Banks

KBK Insurance Agency 1006 Freedom Boulevard Watsonville, CA 95076

Email: edbanks@kbkinsurance.com Phone: (831.724.1085 ext 305)



NOMINATION FOR LAFCO'S SPECIAL DISTRICT REGULAR & ALTERNATE MEMBER SEATS (TERM BEGINNING MAY 2025 AND ENDING IN MAY 2029)

INSTRUCTIONS:

If you are interested in serving as a special district member on LAFCO, please complete and sign the following application. The completed application can be mailed, hand delivered, or emailed (as a PDF with signature) to: 701 Ocean Street, Room 318-D, Santa Cruz, CA 95060 (mailing address) or joe@santacruzlafco.org (email).

Applications must be submitted to LAFCO no later than 3:00 p.m. on January 24, 2025

I am applying for (CHECK ONE):

Special District Regular Member ONLY

Special District Alternate Member ONLY

Either Position

Note that <u>water</u> district board members are NOT eligible for the proposed regular member position because a water district board member currently occupies the other regular seat.

NAME: Enward	K. Barks
MAILING ADDRESS: redacted	
PHONE(s): Home:redacted	Cell/Business redacted
EMAIL: EDBANKS@KBKI	NSURANCE, COM
DISTRICT BOARD ON WHICH YOU C	CURRENTLY SERVE: PATACO VALLEY PUBLIC CEMETER
PREVIOUS BOARD, COMMISSION, O	OR COMMITTEE SERVED (Identify organization[s] and length of term[s]):
CHREENT SAECIAL DISTR	ACT ALTERNATE MEMBER D SANTA
	
in the second se	
STATEMENT OF INTEREST: You may attach a separate sheet to proport on LAFCO.	resent additional qualifications or a statement of interest in serving
CERTIFICATION: I certify that the above information is to the application.	rue and correct and I authorize the verification of the information in
FulkRol	1-14-2025

ITEM 6

Date

Signature of Board Member Interested in Serving on LAFCO

Edward K. Banks

Ed Banks, a native Californian, was born in San Francisco and grew up in La Selva Beach. He attended Aptos Elementary School and is a 1966 graduate of Watsonville High School. He received his A.A. degree from Cabrillo College in 1968 and Bachelor of Arts degree from Sonoma State University in 1970. His military commitment commenced as a Naval Reservist in November of 1970, being stationed at Flag Administrative Unit, Naval Air Station Barbers Point, Hawaii. His active-duty assignment concluded in August of 1972, and ultimate honorable discharge in August of 1975.

Ed has been in the insurance profession since 1972, beginning with commercial underwriting assignments at the Hartford Insurance Company, San Francisco, and Fireman's Fund Insurance Company, San Jose. In 1977, he moved back to Watsonville to join the firm of Martin & Friend Insurance Agency. In April of 1996, he merged the agency with Kane-Hall-Palmtag Insurance to form KBK Insurance Agency.

Ed's community service has included service on the following organizations' boards of directors: Insurance Brokers and Agents of the West, Independent Insurance Agents & Brokers of Watsonville (past president), Watsonville National Little League, Watsonville YMCA, Pajaro Valley Chamber of Commerce, Rotary Club of Watsonville (past President 1993-94), Monterey Bay Bank and Watsonville Firefighters' Association. He was a reserve lieutenant for the Watsonville Fire Department from 1981 to 2006. During his 25-year career with the fire department, he successfully completed courses of study in Fire Command Operations and Fire Cause Determination at the National Fire Academy, Emmitsburg, Maryland. He also served on the Santa Cruz County Grand Jury in 1985-86 as well as the Santa Cruz County Hazardous Materials Advisory Commission 2007-2009. In 2010, Ed attended the National Emergency Training Center, Emmitsburg, Maryland, receiving certificates of completion in Community Emergency Response Team Operations and Program Management.

He is past president of the board of directors of the Cabrillo College Foundation as well as past governing board chair and former Area VII Trustee for Cabrillo Community College. Ed currently serves as a trustee of the Pajaro Valley Cemetery District as well as Special Districts alternate member, Santa Cruz County LAFCO.

An avid San Francisco Giants' fan has taken "road trips" with his sons and Father-in-law. Ed also likes gardening, traveling and golf with friends.

Eb\01142025



Fw: Run-Off for LAFCO Commission by the Felton Fire Protection District

ncrandell@feltonfire.com <ncrandell@feltonfire.com>
Reply-To: "ncrandell@feltonfire.com" <ncrandell@feltonfire.com>
To: Board Secretary <boardsec@feltonfire.com>

Sun, Apr 6, 2025 at 10:39 PM

---- Forwarded Message -----

From: Iwalani Faulkner <equitytransitsantacruz@gmail.com> **To:** "blfdchief@benlomondfd.com" <blf>blfdchief@benlomondfd.com>

Sent: Sunday, April 6, 2025 at 12:06:18 PM PDT

Subject: Run-Off for LAFCO Commission by the Felton Fire Protection District

Dear Chief Brownlee and Felton Fire Protection District Board Members:

I welcome an opportunity to attend your April Board meeting where you plan to vote on the LAFCO run-off nominations. Would you be willing to send me the date and time of your April Board Meeting. Looking at the Felton Fire Protection District website, the April meeting date and agenda have not yet been listed. If I am available, I would appreciate an opportunity to come speak to the board members during your April Board meeting for the LAFCO vote. I was unable to attend your February Board meeting when you voted on the LAFCO nominations. Below this email is an email I sent to special districts prior to their LAFCO vote providing additional information regarding my experience relevant to LAFCO.

I am honored to have received nominations for the Voting Member seat from eight special districts, including unanimous support from all Central Fire Board Members, the Ben Lomond Fire Protection District Board, and for the Alternate seat from seven other special districts, including the Scotts Valley Fire Department and the Scotts Valley Water District. These endorsements speak to my commitment to advancing the interests of our community and the role special districts hold countywide.

As you may have heard from Mr. Joe Serrano, our LAFCO Executive Officer, there will be a run-off election for both the Voting Member and Alternate seats, as no candidate received more than 50% of the votes in the initial round. I am writing to humbly ask for your support and nomination in this upcoming run-off, and to encourage your consideration of me for both the Voting and Alternate seats. Having lived in Boulder Creek for close to a decade, I have a deep appreciation for the high quality service that the San Lorenzo Valley Volunteer Fire departments provide to the community.

My experience – spanning rural agriculture, medicine, governance, as well as fire and water services – equips me with a broad and deep understanding of the complex issues we face. One of my primary concerns is how we can effectively plan for the future in light of the state's growing housing requirements. I believe it is essential that LAFCO represents not only the immediate needs of our districts but also anticipates the long-term impacts on infrastructure, services, and resources. The State of California continues to challenge funding of our fire agencies and I am eager to represent our fire agencies in

challenging legislation like that proposed by Senator Wiener that will further rob our fire departments of critical funding.

I encourage you to reach out to Chief Nee and the Central Fire Board members to better understand my professionalism on the Central Fire Board. Central Fire, as the largest local fire district in the county, has led the way in setting operational trends and best practices, offering support and guidance to other fire districts when needed. Despite its significant presence and leadership, Central Fire has never had a representative seated on the County LAFCO – a gap I am eager to help fill.

If nominated and elected, I would make it a priority to engage with every special district, ensuring that their unique needs and concerns are understood and represented. This dialogue will help ensure that our special districts receive the attention they deserve at the County LAFCO table, contributing to better, more effective policy decisions that reflect the diverse needs of our community.

As we look at the challenges ahead for our county and its growing population, I believe it is crucial that we strengthen the voice of our special districts at the LAFCO level, ensuring our leadership continues to meet the high standards our communities expect.

Thank you again for considering my nomination. I look forward to working alongside you to enhance the future of our special districts.

Warm regards, Lani Faulkner

PRIOR EMAIL: The email below was not sent to the Felton Fire Board as their LAFCO Voting Meeting had already been held.

Dear Chief Brownlee and Felton Fire District Board Members:

By now, you should have received my application, along with a brief overview of my interest in serving on LAFCO from Joe Serrano. I would like to take this opportunity to expand on my experience, so you have a clearer understanding of the expertise I would bring to the commission. I have consistently dedicated myself to service in our community and developed a deep understanding of good governance.

My diverse experience in agriculture, medicine, education, transportation, and governance has shaped my ability to assess complex problems, engage in active listening, and collaborate effectively with others. These skills are essential for any commissioner, and I believe they would be particularly valuable in the context of LAFCO's work.

As a research scientist, I have honed my ability to analyze and summarize data as well as design studies, skills directly applicable to LAFCO's work in optimizing efficiencies, consolidating services, protecting agricultural lands, and guiding special districts. Growing up in an agricultural community and actively participating in Future Farmers of America (FFA) through high school, I gained hands-on experience with the issues LAFCO addresses, such as preserving agricultural land and participating in good governance. Additionally, my background in farming, study and research in the sciences, and training in classical opera and performance instilled in me a discipline for hard work, preparation, and public engagement.

I earned both a BS and MS in physiology at UC Davis, focusing on biochemical endocrinology. My research on inducing early reproductive maturity in white sturgeon supported efforts to replenish depleted populations in the Sacramento Delta. This experience deepened my appreciation for issues related to water quality and availability, which are central to California's future, and equipped me with a framework for critical analysis and collaboration necessary as a commissioner on LAFCO.

In my professional career, I've worked with organizations like Johnson & Johnson, Abbott Vascular, and Stryker Neurovascular. These roles required me to collaborate across departments and institutions, engage with regulatory bodies, negotiate contracts, and manage budgets, all while maintaining compliance with industry standards. These skills are directly transferable to the work LAFCO does, especially in navigating complex regulations and ensuring the sustainability of essential services.

ITEM 6

Locally, I have dedicated nearly three decades to volunteer work, from serving as president of my road association and volunteering with local youth theater and mountain biking programs to serving as a leader with organizations advocating for equity and the environment. As road association president, I facilitated community engagement to address both practical issues like road maintenance and legal challenges as well as successfully encouraged a connected and supportive neighborhood environment, coordinating social events like summer BBQs and concerts.

My involvement in governance and environmental initiatives has further sharpened my skills in leadership. I founded Equity Transit to raise awareness of the importance of robust public transit for equitable access to opportunity. I regularly attend meetings of the Regional Transportation Commission, the Board of Supervisors, and local City Councils, where I advocate for better solutions to transit, housing, and environmental issues. I also serve as a volunteer with the Rainbow Defense Coalition, bringing my skills in de-escalation and community support to ensure safe and inclusive spaces, including activities centered around LGBTQ+ and communities of color.

In addition to these roles, I am an active member of the Santa Cruz Central Fire Board and serve on the Executive Committee of the Sierra Club. As an alternate on the Democratic Central Committee and a board member of the Mid County Dems and Democratic Women's Club, I bring a wealth of experience in parsing through complex documents, making informed decisions, and guiding policy initiatives. My appointment as a State Democratic Delegate since 2023, having been elected as a National Democratic Delegate in 2024, and my work on state legislation further demonstrate my commitment to civic engagement and public service.

LAFCO plays a critical role in supporting the efficient, transparent, and sustainable delivery of services across California's special districts. The commission's ability to conduct studies and guide annexations, dissolutions, and consolidations ensures that our communities thrive. As a scientist and woman of color, I believe my breadth of experience, collaborative approach, and dedication to building sustainable, strong communities would bring a unique and positive perspective to LAFCO.

I would be honored to serve as a regular member of the Santa Cruz LAFCO Board, representing the Central Fire District, bringing a fresh perspective to the commission. I am particularly excited about the possibility of serving as a scientist and second female representative on the 7-member board. I welcome the opportunity to answer any questions and appreciate the possibility of connecting with board members individually and, if possible, attending your next board meeting. It appears that LAFCO will be an agenda item on your February 11th agenda and I would like to attend your meeting on that date to speak for this item.

You can view my professional background on my LinkedIn profile: https://www.linkedin.com/in/aidasings/. I am available by phone at 831-278-1007 or by email at EquityTransitSantaCruz@gmail.com.

Sincerely,

Iwalani (Lani) Faulkner



Fwd: CA-A650 - AT&T Rooftop Valuation

Stacie Brownlee <firechief@feltonfire.com>

Mon, Mar 31, 2025 at 12:48 PM

To: Norman Crandell ncrandell@feltonfire.com, Board Secretary boardsec@feltonfire.com,

I reached out to Liberty. They have advised me that they would purchase the tower for \$735,000. As I noticed that the Board never went out and shopped around and took the first offer. I feel that this is bad business for all. I would like to include this on the next scheduled Board meeting before we do anymore with Towerpoint.

----- Forwarded message -----

From: Alex Kreymer <alex@libertywi.com> Date: Mon, Mar 31, 2025 at 12:08 PM

Subject: RE: CA-A650 - AT&T Rooftop Valuation To: Stacie Brownlee <firechief@feltonfire.com>

Stacie,

As promised, please find attached, the letter of intent to purchase your AT&T lease. Please review and let me know if you have any questions. Otherwise, I'll follow up with you early next week to discuss further. Thanks and have a great day.



Alex Kreymer

Acquisitions Specialist

Liberty Wireless Infrastructure

774-721-6256

www.libertywi.com

From: Stacie Brownlee <firechief@feltonfire.com>

Sent: Thursday, March 27, 2025 1:29 PM

To: Alex Kreymer <alex@libertywi.com>
Subject: Re: CA-A650 - AT&T Rooftop Valuation

3270.58 a month rent. attached are the leases and amendments.

On Thu, Mar 27, 2025 at 10:25 AM Alex Kreymer <alex@libertywi.com> wrote:

Stacie,

Great speaking with you today. As discussed, if you could please provide a copy of the lease (and any amendments) as well as the current rent amount, I can get you an offer back in short order. Please let me know if you have any questions. Thank you.



Alex Kreymer

Acquisitions Specialist

Liberty Wireless Infrastructure

774-721-6256

www.libertywi.com

Stacie Brownlee

Fire Chief,

Felton Fire Protection District

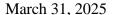
131 Kirby Street, Felton CA 95018

Office (831) 335-4422

Cell (831) 234-3840

Stacie Brownlee Fire Chief, Felton Fire Protection District 131 Kirby Street, Felton CA 95018

CA-A650 - Letter of Intent 3.31.25.pdf 96K





Liberty Wireless Infrastructure, LLC (including its affiliates, the "Buyer") hereby tenders the following offer:

- 1. <u>Acquisition</u>. The Buyer offers to acquire the **AT&T rooftop lease** located at **131 Kirby St, Felton, CA** and all related assets and improvements, including interests in tenant leases and all other related property (collectively, the "Assets" further described in Exhibit A) owned by **Felton Fire Protection District** (the "Seller") in exchange for **Seven Hundred Thirty Five Thousand** (\$735,000.00). The Assets will be conveyed in the form of a **55 year easement**. Seller represents that there are executed tenant lease(s) with the rent(s) and escalator(s) shown on Exhibit A. As of the closing, the Assets shall be free from any liens or encumbrances. The Buyer will not assume any liabilities or obligations other than for the period following closing under disclosed continuing leases and contracts.
- 2. <u>New Tenant Revenue Share.</u> Seller shall receive fifty percent (50%) of revenue derived from new tenants.
- 3. <u>No Financing Contingency</u>. The offer made in Section 1 of this letter is not subject to any financing contingency.
- 4. <u>Definitive Agreement</u>. The transaction will be embodied in a definitive agreement containing all of the terms and conditions thereof, with such representations and warranties, covenants, indemnities, and conditions as are customary to transactions of this nature, including a condition that no material adverse change shall have occurred in the assets, the operation, the financial condition, or the prospects of the Assets.
- 5. <u>Due Diligence</u>; Exclusivity. The consummation of the transaction is conditioned upon the Buyer being satisfied with the results of a due diligence review in which the Buyer and its representatives shall be afforded access at mutually-agreeable times to all facilities of and information regarding the Assets. For a period of 30 days from the date this letter of intent is counter-signed by Seller, the Seller and its representatives will not, directly or indirectly, solicit, accept or negotiate any competing offers or provide any confidential information regarding the Assets to any third party. If the Buyer has delivered a draft definitive agreement within the 30 day period, the exclusivity period will be extended by an additional 30 days so that the parties can finalize their negotiations. The Buyer will retain the equivalent of three (3) months' rent from the proceeds and shall deliver the balance (less rent received by Seller post-closing), if any, to the Seller on the earlier of thirty (30) days after receipt of all scheduled rent by Buyer or three (3) months from the date of closing.
- 6. Operation of the Assets. Between the date of this letter and the closing of the transaction, each Seller will (a) in all material respects, operate the Assets only in the ordinary course and not enter into any contracts or leases which are not in the ordinary course and customary conduct of the Assets; (b) maintain the Assets in sufficient operating condition and repair to enable them to operate in all material respects in the manner in which they are currently operated; (c) not sell or encumber any of the Assets; (d) use its commercially reasonable efforts to continue all material existing insurance policies (or comparable insurance) of or relating to the Assets in full force and effect; (e) use its commercially reasonable efforts to preserve its relationship with its tenants and others having material business dealings with each Seller; (f) maintain its books of account related to the Assets in accordance with historical practices; and (g) materially comply with applicable rules and regulations related to the Assets.
- 7. <u>Binding and Non-binding Provisions</u>. It is understood that Section 1 of this letter represents an expression of our mutual intent to agree only. No party shall in any way be bound to enter into the transaction until definitive agreements are executed and all other conditions to the consummation of the transaction have been fulfilled, including approval by the Buyer's Board of Directors. Notwithstanding the foregoing, the parties agree that none of the provisions of this letter except Sections 4 and 7 are binding on the parties.

- 8. <u>Broker; Expenses; Public Announcements</u>. The parties agree that, except as set forth in definitive agreements, each will be responsible for its own legal, broker's commissions, consulting fees and other expenses and that neither will make any public release of information concerning the transaction (other than as required by law after consultation with the other party).
- 9. <u>Timing of a Transaction.</u> The Buyer is prepared to move expeditiously and close as soon as all conditions in the definitive agreement are fulfilled.
- 10. <u>Entire Agreement</u>. This letter contains the entire agreement between the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this letter.
- 11. <u>Expiration of Offer</u>. If this letter accurately reflects our understanding with respect to the matters covered hereby, please sign, date, and return a copy to us. If this letter is not accepted by 5:00 p.m. (Eastern) 7 days from the date of this letter, this proposal will expire.

	Very truly yours, Liberty Wireless Infrastructure, LLC
	By:
ACCEPTED AND AGREED: Felton Fire Protection District	
By:	
Date:	

EXHIBIT A

Site Address: 131 Kirby St, Felton, CA

Asset Type: Rooftop

Tenant(s)	Monthly Rent	Escalator (%)	Annual/Term
AT&T	\$3,270.58	7.5%	Term



Fwd: FW: SF95731A Felton Fire T-Mobile

Jim Anderson <janderson@feltonfire.com>
To: Board Secretary <boardsec@feltonfire.com>

Wed, Mar 19, 2025 at 9:09 AM

Good morning, I'd like to have this on our next agenda. My intention is to see if there in favor of exploring further, or not interested. Thanks Jim

----- Forwarded message ------

From: Wuelfing, Budd <budd.wuelfing@t-mobile.com>

Date: Mon, Mar 17, 2025 at 11:02 AM

Subject: FW: SF95731A Felton Fire T-Mobile

To: janderson@feltonfire.com <janderson@feltonfire.com> CC: McDonald, Angela <Angela.McDonald27@t-mobile.com>

Jim,

Thank you for your time on the phone last week. As we discussed, T-Mobile is interested in discussing the possibility of installing a new T-Mobile communication site at the Fire Station in Felton. One possibility would be to increase the existing cupola structure with antennas and the siren. T-Mobile would handle all of the costs to install an increased structure along with raising the existing antennas and siren/alarm horn. Another option would be to install a new cupola structure on the other part of the building. This would match and be similar to the existing cupola. We could put a new siren/alarm horn on the top that could be functional or only for looks.

We would also need an equipment area similar to what AT+T has. We would need to bring in a 200amp power service. We would also bring in high speed phone lines.

Attached are a few pictures showing the existing structure and the AT+T equipment.

Let me know what additional information that we could provide before your April meeting.

Thank you again for your time.

Budd Wuelfing



5 attachments



3-Feb 28 2025 01_30pm-ern1.jpg 323K



4-Feb 28 2025 01_30pm-pxr7.jpg 304K



9-Feb 28 2025 01_30pm-bwWz.jpg 371K



18-Feb 28 2025 02_05pm-Jyqe.jpg 484K



SF95731A Fire roof TMO options.JPG 458K



Turn Your Lease Into Cash With Landmark Dividend

P3 T181 Pk01 70768 ****AUTO**ALL FOR AADC 950
Jim Anderson
Felton Fire Protection District
131 Kirby St
Felton, CA 95018-9144

Dear Jim Anderson,

My name is Tim Brazy and I am the CEO of Landmark Dividend. My company buys ground leases for cell towers.

We are interested in the cellular lease on your property. If your site meets our criteria, we are interested in buying your cell tower lease for a significant cash payment.

Please allow us just a few minutes of your time to discuss your cell tower lease to see if our program is right for you, and if it qualifies for a lump sum cash payment. There is no cost or obligation whatsoever.

Over the years, we have earned a very high satisfaction rating from our customers due to our honest communication, high service standards and fast closing times on our transactions. We have the knowledge and expertise to help you reach your financial goals.

Please give us a call at your earliest convenience at 1-877-423-7982.

Warms Regards,

Tim Bry

Tim Brazy
Chief Executive Officer
Landmark Dividend

Mail ID: 14858440







Fwd: Felton Fire | Power Solar Proposal

1 message

Stacie Brownlee <firechief@feltonfire.com>
To: Board Secretary <boardsec@feltonfire.com>

Thu, Apr 3, 2025 at 1:47 PM

I already forwarded this to the Board. I think if we just put it on the agenda to discuss

----- Forwarded message ------

From: Stacie Brownlee <firechief@feltonfire.com>

Date: Fri, Mar 28, 2025 at 10:24 AM

Subject: Fwd: Felton Fire | Power Solar Proposal

To: Jim Anderson <janderson@feltonfire.com>, Norman Crandell <ncrandell@feltonfire.com>, <mshults@feltonfire.com>,

Doug Conrad <dconrad@feltonfire.com>, <eschwanbeck@feltonfire.com>

Reached out to a solar company to see what it would cost to replace the system. Here is the powerpoint for your reference. If you want I can agendize it for discussion.

----- Forwarded message ------

From: Jose Carrasco <jose@power.solar>

Date: Fri, Mar 28, 2025 at 9:35 AM

Subject: Felton Fire | Power Solar Proposal

To: firechief@feltonfire.com <firechief@feltonfire.com>

Hi Stacie,

Thanks again for the time. As promised, attached to this email you can find a copy of the presentation we reviewed today. Please share internally with the board and let us know how we can help with the internal decision process. We are more than happy to jump on call with the board to address any questions/ concerns.

Happy Friday! Jose

Jose Carrasco | POWER Solar P: +1 (858) 567-1523 E: jose@power.solar



Stacie Brownlee
Fire Chief,
Felton Fire Protection District
131 Kirby Street, Felton CA 95018
Office (831) 335-4422
Cell (831) 234-3840

Stacie Brownlee Fire Chief,

Felton Fire Protection District 131 Kirby Street, Felton CA 95018 Office (831) 335-4422 Cell (831) 234-3840

Felton Fire Protection District Commercial Presentation.pdf 7668K



Felton Fire Protection District

PØWER

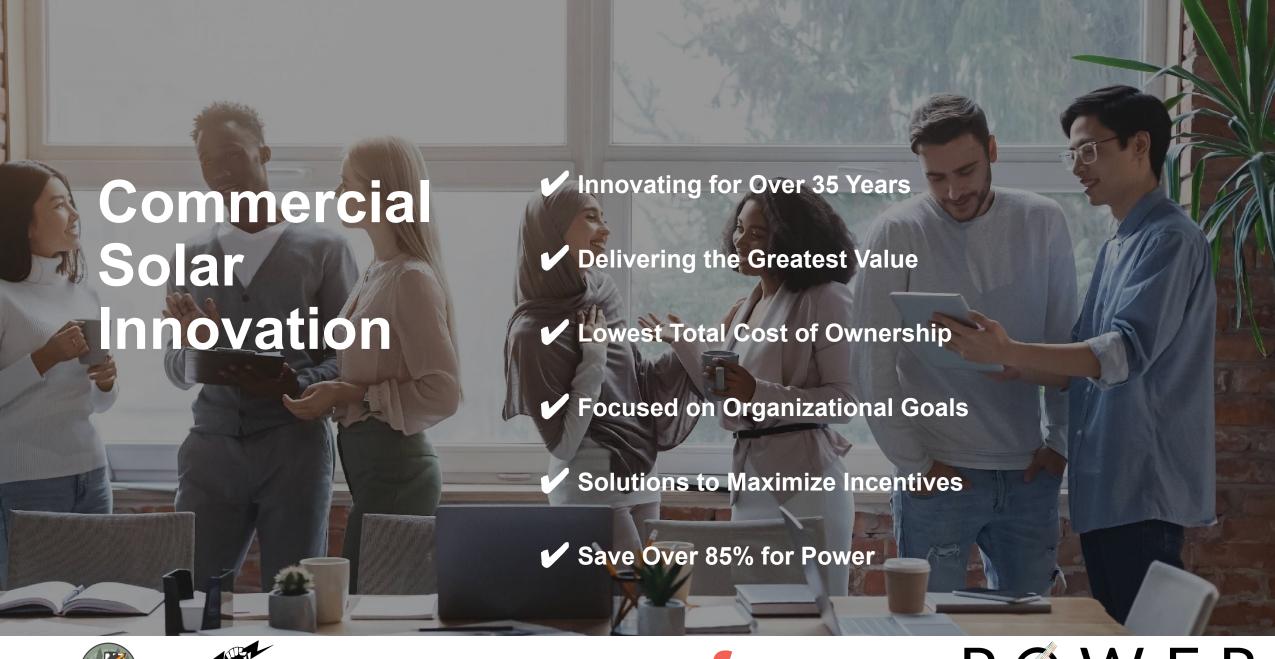
Solar Project



Agenda

- About POWER
- Utility Overview
- System Overview
- Project Incentives
- Project Costs
- Project Economics/Savings
- Project Comparison





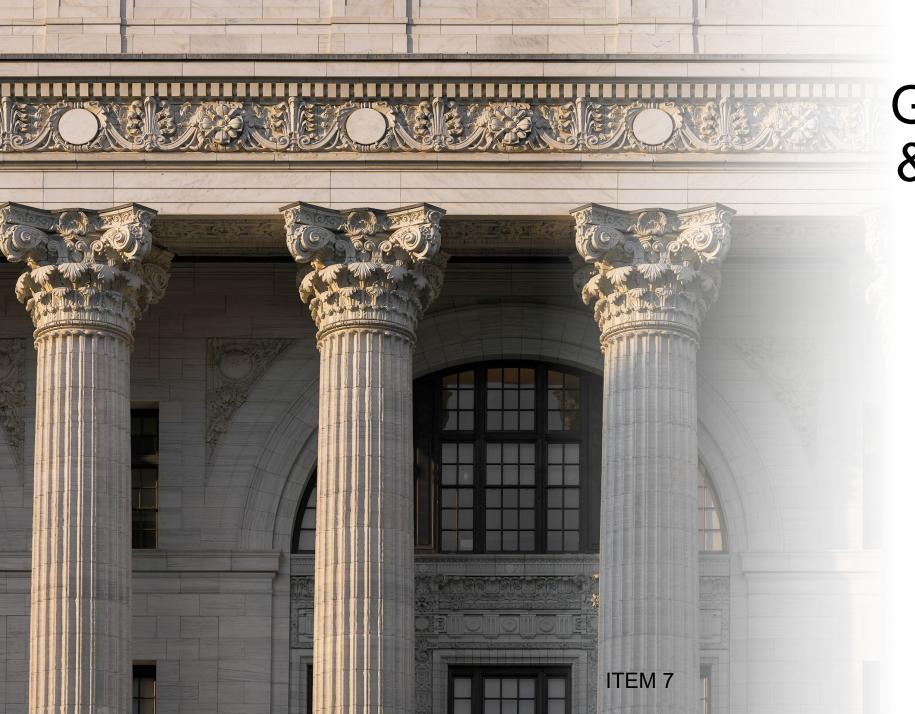












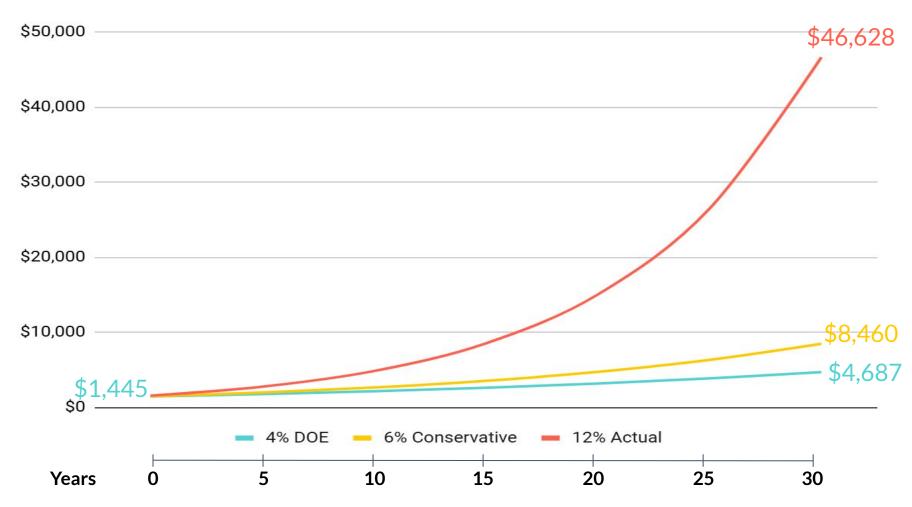
Government & Education

The Power Team has built its operations to fulfill top gov't and education priorities.

Diversity, Equity, Inclusion, Prevailing Wage and Guarantees not to exceed are core to our service and product offering.



Current Bills



^{*}Here is the guide to read this 30-Year utility cost chart. Left number (\$1,445) is representative of the average monthly utility cost you are currently paying. The red line represents the average increases across the USA over the past 10 years. The yellow line is more representative of what has perfect in you area over the past 30 years. The Blue line represents what the Department of Energy recommends for budgeting: 4% increase per year. We will always use the DOE recommendation when we project savings and value of energy you produce with solar.



131 Kirby Street



Project Summary

- **45.1 kW** System
- Producing 66,700 kWh
- Includes all permits, labor, materials for the system (i.e. solar panels, inverters, wiring, conduit, Flush Roof, etc.)
- 30 Year Linear Power Output Warranty



VSUN 550W Modules

Industry leading commercial-grade solar panels

- High-efficiency, Tier 1 solar panels
- 30-Year Linear Power Output Warranty
- IP68 Junction Box enhanced dust and water resistance
- Up to 21.5% Module Efficiency





Sunny HighPower Peak 3

Commercial application solar inverter, built for the future

- 25 Year Design Life
- 24/7 Monitoring
- Plug & Play adaptability for future applications





GSL Energy 14.34 kW_Battery

Commercial Battery Options for Demand Offset

- +8,500 Cycles (@ 80% DoD)
- 15 Year Warranty
- Up to 200Amp Demand
- Up to 16 in parallel





As the leading vertically integrated manufacturer of lithium iron phosphate battery systems, GSL ENERGY has provided various battery solutions for nearly all kinds of ESS applications. Thanks to our self-developed core technology in cells/BMS/system design, GSL ENERGY has delivered more than 1,84° countries serving 100,0001 users.

www.acl-anaray.com

Long life and safety

Vertical industry integration ensures more than 8500 cycles with 80% DoD. Safe Lithium iron phosphate battery cell.

Intelligent

Each battery with independent BMS system manages power output smartly and effectively.

Modularization

Modular design gives the end customers the power of choice of capacity Deliver up to 229KW with single max module (14,34KWh) at 16pcs parallel connection.

Easy to install and use

Just plug and play to minimize the installation time and cost. Compact and fashionable design fits in your sweet home environment.

Compatiblity

Compatible with most of the available Hybrid inverters

Safety Cert

Communication Port
Warranty Period [3]
Life Cycle Power During Warranty Period

Certification

UL1973, UL9540A, CB-IEC62619, CE-EMC, UN38.3, MSDS

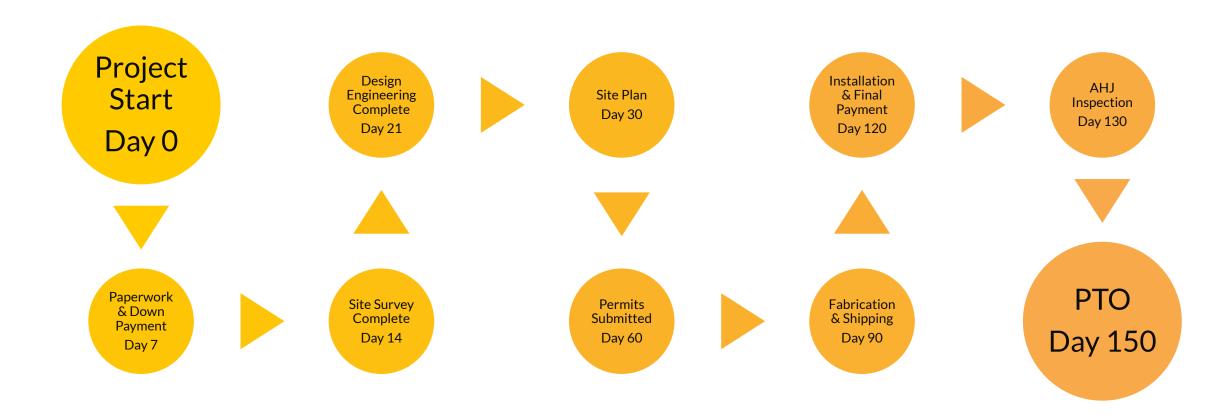
า∪/อว ⁻ 04อ±อมบบ sales@gsl-energy.com
L-051280A-B-GBP2
LiFePO4
51.2V
46-56V
280Ah
14.34Kwh
pcs in parallel (229kWh)
12.91Kwh
100A
150A
200A
90%
200mm / 35.4*26.6*7.8 in
.28.5kgs / 283 lbs
ED (SOC:25%~100%)
rking, alarming, protecting)
IP20
55°C Discharge:-20°C ~ 55°C
0°C ~ 35°C
5%~95%
≤2000m
≥8500
Wallmounted
CAN2.0, RS485
15 years



64.80MWh@80% EOL UL1973, UL9540A, CB-IEC62619.

CE-EMC, UN38.3, MSDS

Project Timeline





2025 Federal Investment Tax Credit @ 30%

\$64,002

*With the Inflation Reduction Act of 2022, NonProfit Entities may elect to have the Federal ITC paid directly to them



Net Project Cost

\$213,340 Project Cost

-\$64,002 Federal ITC

\$149,338 Potential Net Cost

Payment Options

Short Term

- 12 Month Bridge
- 24 Month Bridge
- 5 Year Amortization 15 30 Year PPA*

Tax Solutions

- 7 Year Tax Lease
- 10 Year Tax Lease

Longer Term

- 10 Year Financing
- 20 30 Year C-PACF*



^{*}Certain options are only available based on availability based on region, property type or project size.

Payment Options

20 Yr 9.75%

- 3% Finance Fee
- 30% Prepay
- \$1,552/mo

20 Yr 4.99%

- 3% Finance Fee
- 19.75% Buydown
- 30% Prepay
- \$1,323 / mo

- No Money Down
- No Prepayment Penalty
- Reamortize throughout the term



Cashflow Analysis (cash)

Vaar	Hailing Covings	Toy Sovings	Total Color Cavings	Calay Daymonta	Cash Flow	Cum. Cash Flow
Year 0	Utility Savings	Tax Savings	Total Solar Savings	Solar Payments \$ 213,340.00	\$ (213,340.00)	\$ (213,340.00)
1	\$ 16,675.00	\$ 64,002.00	\$ 80,677.00	\$ 213,340.00	\$ 80,677.00	\$ (213,340.00)
2	\$ 10,073.00	\$ 04,002.00	\$ 17,342.00		\$ 17,342.00	\$ (132,003.00)
2	\$ 18,035.68	\$ - \$ -	\$ 18,035.68		\$ 18,035.68	\$ (113,321.00)
4	\$ 18,757.11	\$ -	\$ 18,757.11		\$ 18,757.11	\$ (78,528.21)
-	\$ 19,507.39	\$ -	\$ 19,507.39		\$ 19,507.39	\$ (78,328.21)
6	\$ 20,287.69	Ç.	\$ 20,287.69		\$ 20,287.69	\$ (38,733.13)
7	\$ 20,287.09		\$ 21,099.19		\$ 21,099.19	\$ (36,733.13)
8	\$ 21,943.16		\$ 21,943.16		\$ 21,943.16	\$ 4,309.22
9	\$ 22,820.89		\$ 22,820.89		\$ 22,820.89	\$ 27,130.11
10	\$ 23,733.72		\$ 23,733.72		\$ 23,733.72	\$ 50,863.84
11	\$ 24,683.07		\$ 24,683.07		\$ 24,683.07	\$ 75,546.91
12	\$ 25,670.40		\$ 25,670.40		\$ 25,670.40	\$ 101,217.31
13	\$ 26,697.21		\$ 26,697.21		\$ 26,697.21	\$ 127,914.52
14	\$ 27,765.10		\$ 27,765.10		\$ 27,765.10	\$ 155,679.62
15	\$ 28,875.70		\$ 28,875.70		\$ 28,875.70	\$ 184,555.32
16	\$ 30,030.73		\$ 30,030.73		\$ 30,030.73	\$ 214,586.06
17	\$ 31,231.96		\$ 31,231.96		\$ 31,231.96	\$ 245,818.02
18	\$ 32,481.24		\$ 32,481.24		\$ 32,481.24	\$ 278,299.26
19	\$ 33,780.49		\$ 33,780.49		\$ 33,780.49	\$ 312,079.75
20	\$ 35,131.71		\$ 35,131.71		\$ 35,131.71	\$ 347,211.46
21	\$ 36,536.98		\$ 36,536.98		\$ 36,536.98	\$ 383,748.44
22	\$ 37,998.46		\$ 37,998.46		\$ 37,998.46	\$ 421,746.90
23	\$ 39,518.40		\$ 39,518.40		\$ 39,518.40	\$ 461,265.29
24	\$ 41,099.13		\$ 41,099.13		\$ 41,099.13	\$ 502,364.42
25	\$ 42,743.10		\$ 42,743.10		\$ 42,743.10	\$ 545,107.52
26	\$ 44,452.82		\$ 44,452.82		\$ 44,452.82	\$ 589,560.34
27	\$ 46,230.93		\$ 46,230.93		\$ 46,230.93	\$ 635,791.28
28	\$ 48,080.17		\$ 48,080.17		\$ 48,080.17	\$ 683,871.45
29	\$ 50,003.38		\$ 50,003.38		\$ 50,003.38	\$ 733,874.82
30	\$ 52,003.51		\$ 52,003.51		\$ 52,003.51	\$ 785,878.34
TOTAL	\$ 935,216.34	\$ 64,002.00	\$ 999,218.34	\$ 213,340.00	\$ 785,878.34	\$ 785,878.34

First Year of Positive Cashflow
Last Year of Payments
30 Year Totals



Cashflow Analysis (finance 4.99%)

Year	Utility Savings	Tax Savings	Total Solar Savings	Solar Payments	Cash Flow	Cum. Cash Flow
1	\$ 16,675.00	\$ 82,850.49	\$ 99,525.49	\$ (14,548.87)	\$ 84,976.62	\$ 84,976.62
2	\$ 17,342.00	\$ -	\$ 17,342.00	\$ (98,721.98)	\$ (81,379.98)	\$ 3,596.64
3	\$ 18,035.68	\$ -	\$ 18,035.68	\$ (15,871.49)	\$ 2,164.19	\$ 5,760.83
4	\$ 18,757.11	\$ -	\$ 18,757.11	\$ (15,871.49)	\$ 2,885.61	\$ 8,646.44
5	\$ 19,507.39	\$ -	\$ 19,507.39	\$ (15,871.49)	\$ 3,635.90	\$ 12,282.34
6	\$ 20,287.69		\$ 20,287.69	\$ (15,871.49)	\$ 4,416.19	\$ 16,698.53
7	\$ 21,099.19		\$ 21,099.19	\$ (15,871.49)	\$ 5,227.70	\$ 21,926.24
8	\$ 21,943.16		\$ 21,943.16	\$ (15,871.49)	\$ 6,071.67	\$ 27,997.91
9	\$ 22,820.89		\$ 22,820.89	\$ (15,871.49)	\$ 6,949.40	\$ 34,947.30
10	\$ 23,733.72		\$ 23,733.72	\$ (15,871.49)	\$ 7,862.23	\$ 42,809.53
11	\$ 24,683.07		\$ 24,683.07	\$ (15,871.49)	\$ 8,811.58	\$ 51,621.12
12	\$ 25,670.40		\$ 25,670.40	\$ (15,871.49)	\$ 9,798.90	\$ 61,420.02
13	\$ 26,697.21		\$ 26,697.21	\$ (15,871.49)	\$ 10,825.72	\$ 72,245.74
14	\$ 27,765.10		\$ 27,765.10	\$ (15,871.49)	\$ 11,893.61	\$ 84,139.35
15	\$ 28,875.70		\$ 28,875.70	\$ (15,871.49)	\$ 13,004.21	\$ 97,143.56
16	\$ 30,030.73		\$ 30,030.73	\$ (15,871.49)	\$ 14,159.24	\$ 111,302.80
17	\$ 31,231.96		\$ 31,231.96	\$ (15,871.49)	\$ 15,360.47	\$ 126,663.27
18	\$ 32,481.24		\$ 32,481.24	\$ (15,871.49)	\$ 16,609.75	\$ 143,273.02
19	\$ 33,780.49		\$ 33,780.49	\$ (15,871.49)	\$ 17,909.00	\$ 161,182.01
20	\$ 35,131.71		\$ 35,131.71	\$ (15,871.49)	\$ 19,260.22	\$ 180,442.23
21	\$ 36,536.98		\$ 36,536.98		\$ 36,536.98	\$ 216,979.21
22	\$ 37,998.46		\$ 37,998.46		\$ 37 <i>,</i> 998.46	\$ 254,977.67
23	\$ 39,518.40		\$ 39,518.40		\$ 39,518.40	\$ 294,496.06
24	\$ 41,099.13		\$ 41,099.13		\$ 41,099.13	\$ 335,595.20
25	\$ 42,743.10		\$ 42,743.10		\$ 42,743.10	\$ 378,338.29
26	\$ 44,452.82		\$ 44,452.82		\$ 44 , 452.82	\$ 422,791.11
27	\$ 46,230.93		\$ 46,230.93		\$ 46,230.93	\$ 469,022.05
28	\$ 48,080.17		\$ 48,080.17		\$ 48,080.17	\$ 517,102.22
29	\$ 50,003.38		\$ 50,003.38		\$ 50,003.38	\$ 567,105.60
30	\$ 52,003.51		\$ 52,003.51		\$ 52,003.51	\$ 619,109.11
TOTAL	\$ 935,216.34	\$ 82,850.49	\$ 1,018,066.82	\$ (398,957.71)	\$ 619,109.11	\$ 619,109.11



Average Timeline

		_						
Document Process	Finance Application, Review, Approval REAP Application Submitted, Accepted		Approve Site Plans, Submit for Permits, Submit Interconnect Application		Completion submission to USDA for Grants and Finance		Typically (may be earlier) file for tax incentives on annual returns	
Installation Process	Begin engineering drawings and site plan review after REAP acceptance		Procure Materials, Mobilize Crew, Schedule Installation		Install Solar System, Pass Inspection, Obtain PTO from Utility Co.	Ensure monitoring and access are working properly		
Incentive Process			Now eligible to file for tax incentives			Receive Grant Disbursements, ensure proper prod. for Carbon Credits	Typically (may be earlier) receive tax incentives on next tax submission	
	Months 1-2		Months 2-5	IТЕ	EM 7 Month 5	Months 6-8	Months 8+)



The Great Equalizer

When comparing the value of solar to the cost of energy from the utility company or even the value of solar from one company to another the cost per guaranteed kWh. It is the one metric that is the same across all companies giving you the power to understand TRUE VALUE.

Typical Tier 1 Solar Systems

- A 45.1kW System would generate about 1,534,100 kWh in its guaranteed life span
- Costs \$_____after incentives
- Take Cost and divide by the number of guaranteed kWh (listed above) to get overall cost per kWh

Power Solar

- Our system generates a guaranteed 1,824,912 kWh in its guaranteed life span
- This system costs \$149,338 after incentives
- \$149,338 / 1,824,912 results in overall \$0.0818 per kWh
- This includes the cost of the steel overhang structure in the cost for energy

PG&E

- Unlimited number of kWh
- Early 2025 Rates \$0.25 / kWh
- January 2026 increase of 26%
- Increasing in cost every year



Technology

Power Solar

- Commercial-grade panels and inverter built for ground mounts in dusty areas
- Tier 1 Equipment
- Built to last for many years longer than standard residential systems
- Minimal linear degradation, leading to more power over time

- Standard residential panels and inverters built for roof-top systems
- Tier 1 Equipment
- Industry standard lifespan and standard linear degradation



Experience

Power Solar

- Focused on the overall goals of the customer
- Complete CapEx & OpEx analysis to maximize customer results
- In-depth knowledge on demand charge offset
- Exclusive partnership for automating carbon credits
- Deep relationships and knowledge with the USDA to maximize all programs and benefits available

- Mostly residential experience and apply best practices to commercial applications
- Deal focused



Warranty

ONLY SYSTEM THAT'S **DOUBLE BACKED**

Power Solar

- Up to 30 Years on Production
- Up to 25 Years on the Inverter

- Up to 20 Years on Production
- Up to 10 Years on the Inverter



Production

290,812 MORE KWH

Power Solar

- With 5 more guaranteed years of production and minimal degradation the difference in production is clear:
- 1,824,912 kWh Guaranteed

- Standard residential production guarantee and standard degradation delivers a decent ROI over the life:
- 1,534,100 kWh Guaranteed



Performance Value

\$210,251.92 MORE POWER

Power Solar

- Performance Value of 1,824,912 kWh with minimal increase: \$842,171.39
- \$210,251.92 more power produced

- Performance Value of 1,534,100 kWh
 with minimal increase: \$631,919.46
- At minimum the company would need to be prepared to pay \$210,251.92 in PG&E tariffs to compensate for the degradation



Maintenance

Power Solar

- Maintenance-Free with Industry only dust rating
- Power Solar Guarantee to service any product or component issues

- None included
- Will likely need to purchase additional inverters at year 10 and year 20



Economic Summary

Power Solar

\$1,323 per month, NEVER CHANGES until it becomes \$0

Year 21 monthly payment is \$0

Today with the Utility

\$1,445 per month, **INCREASING** by at least 4% every year

Year 21 monthly payment is \$3,045

- 1. Save \$123 Each Month on Day 1
- 2. \$0 to get started





To: Board of Directors

From: Erica Schwanbeck, Director

Agenda of: April 14th, 2025

Subject: SOP Ad Hoc Committee Updates

Background

"Ad hoc" committees were established at the February 15, 2025, Special Meeting of the Board of Directors to facilitate the updating of documentation relating to the Budget, Strategic Plan, and Standard Operating Procedures (SOP). Board Chair Crandell and Director Schwanbeck were identified as the SOP Ad Hoc Committee. During the March 3, 2025, Regular Meeting of the Board, the Board was asked by the Committee to review Section 3000 in its entirety in advance of a vote at the April meeting.

Analysis

In preparation to distribute Section 3000 to the Board members for review, the existing SOPs from the District's eLearning and training environment, VectorSolutions, were downloaded. The nearly 200 pages of SOPs were reformatted for ease of readability and partially reviewed by the Committee. However, in the Shared Services Agreement with Ben Lomond Fire Protection District (BLFPD), section 1.2.2.(b), executed by the Board on October 7, 2024, states BLFPD shall do as follows:

(b) Apply the BLFPD 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 FFPD. In the event of such unique requirements such changes shall be in the form of an appendix to the Ben Lomond Rules Regulations and Policies. The Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions when conducting employee investigations and interviews.

As such the BLFPD, which were confirmed to be the same as those available in VectorSolutions, remain in effect.

Recommendation:

No action needed by the Board at this time. The Committee will be taking a slower approach to adjusting and refining the policies and SOPs, utilizing industry standards to inform recommendations for our District. As revised, these SOPs will be brought to the Board as either consent items or for discussion, depending on the implications and/or risks of the edits. These edits will be brought forth in such a way that minimizes the overall impact to the Chief's leadership for the duration of the Shared Services Agreement with BLFPD.